



United States Department of the Interior

INTERIOR BUSINESS CENTER
Washington, DC 20240

Updated at Amendment 0001 (All updates highlighted in GREEN)

Request for Quotation (RFQ) # 140D0422Q0267

Office of Planning, Research, and Evaluation (OPRE) Portfolio Management System (OPS) for the Department of Health and Human Services (HHS), Administration for Children and Families (ACF), OPRE

This is a request for quotations (RFQ) issued pursuant to Federal Acquisition Regulation (FAR) 8.4. AQD is issuing this RFQ on the behalf of HHS/ACF/OPRE to small businesses within the General Services Administration (GSA) Multiple Award Schedule (MAS) Special Item Number (SIN) 54151S – Information Technology Professional Services.

THIS IS A NOTICE THAT THIS ORDER IS A TOTAL SMALL BUSINESS SET-ASIDE. ONLY QUOTES SUBMITTED BY SMALL BUSINESSES WILL BE ACCEPTED BY THE GOVERNMENT. ANY QUOTE THAT IS SUBMITTED BY A CONTRACTOR THAT IS NOT A SMALL BUSINESS WILL NOT BE CONSIDERED FOR AWARD.

It is the Government's intent to award a single task order to the responsible Quoter whose quote, in conforming to the RFQ, provides the overall best value to the Government, considering technical evaluation factors and price.

The North American Industry Classification System (NAICS) code for this requirement is 541511 – Custom Computer Programming Services. The Product Service Code (PSC) for this requirement is DA01 - IT and Telecom—Business Application/Application Development Support Services (Labor).

Attachments:

- Attachment 1 – Statement of Objectives (SOO)
- Attachment 2 – Default Quality Assurance Surveillance Plan (QASP) Implementation Plan
- Attachment 3 – Pricing Quote Spreadsheet
- Attachment 4 – Current System Diagram
- Attachment 5 – ACF Security, Privacy, and Task Standard Language for Acquisitions
- Attachment 6 – GSA MAS Verification Form

The Government requests a quote in response to the attached SOO. **See below regarding the Quote Submission Requirements.**

Any quote that is non-compliant with any requested submission requirements of this RFQ may immediately be removed from further consideration.

Quoters shall submit a response in accordance with all instructions specified in this solicitation. The Government reserves the right to cancel this solicitation without award, if the needs of the requirement are not met. The Government reserves the right to make a partial award, multiple awards, or award no task order at all, depending on the quality of the quotes received, the availability of funding, and the

continued existence of the requirement. This RFQ does not commit the Government to pay for the preparation and submission of a quotation.

1. PERIOD OF PERFORMANCE:

The anticipated period of performance for this severable task order is a base period of twelve (12) months and four (4) twelve-month option periods.

Option periods may be exercised in accordance with FAR Clause 52.217-9 entitled “Option to Extend the Term of the Contract.” Option periods, if included at the initial issuance of this order, may be extended more than 60 months beyond the expiration of the awardee’s GSA MAS Contract. All terms and conditions of the awardee’s GSA MAS Contract remain in effect through the life of the task order.

2. PLACE OF PERFORMANCE:

Any work done under this task order, whether onsite or offsite, must be covered by the fully burdened labor rate specified in the task order. Normal working hours are from 9:00 AM to 5:00 PM Eastern Time, Monday through Friday. The Contractor will generally be expected to be readily available during core working hours from 10:00 AM to 4:00 PM Eastern Time, Monday through Friday. The Contractor is not expected to work federal holidays. The Contractor must seek approval from the COR, prior to continuing working outside a work schedule that does not include the normal core working hours.

The Contractor may choose the location(s) from which to perform the required infrastructure support services. The Contractor will not be required to work at a government facility; however, occasional travel to government facilities may be required. Actual travel costs to government facilities will be reimbursed in accordance with federal travel regulation. All travel must be approved by the COR, prior to booking.

3. SPECIFIC REQUIREMENTS:

See Attachment 1 – SOO and Attachment 3 – Pricing Quote Spreadsheet.

4. BUDGET:

This requirement is **Time and Materials (T&M)**. Quoters are expected to submit a quote assuming an approximate budget of \$1.7M for the base period, \$1.8M for option period 1, \$1.8M for option period 2, \$1.8M for option period 3, and \$1.9M for option period 4. Quotes shall be reflective of the quoter’s solution to fulfill OPRE’s requirements indicated as part of this solicitation.

5. QUESTIONS:

Questions regarding this requirement are due via email to the Contracting Officer, Steven Schumacher at Steven.Schumacher@ibc.doi.gov by April 6, 2022 at 10:00 AM ET. Questions received after this time will be considered at the discretion of the Contracting Officer.

NOTE: It is the Quoter’s responsibility to read the RFQ and all related documents in its entirety. Additionally, it is the Quoter’s responsibility to ensure/verify the Government receives its submission on or before the date/time specified in this RFQ. **The Government reserves the right to not accept any late quotes for any reason, including those related to system submission issues.**

6. ANTICIPATED CONTRACT TYPE:

The Government anticipates awarding a single, severable, T&M task order, as a result of this solicitation. All labor rates shall be fully burdened labor rates.

7. RFQ RESPONSE DUE DATE:

Responses to this RFQ shall be submitted via email to the Contracting Officer, Steven Schumacher at Steven_Schumacher@ibc.doi.gov no later than **April 18, 2022 at 10:00 AM ET**. The Quote **MUST** cite the applicable GSA contract number in all documents submitted in response to this RFQ.

8. QUOTE FORMAT SUBMISSION:

All correspondence must have “[Insert company name here]” – **RFQ 140D0422Q0267**” in the subject line and confirm all attachments included in the email. All pages shall have a one (1) inch margins and a font size of 12 point or larger. Tables and graphics shall be no smaller than 9-point font. Quoters are encouraged to be succinct and economical in their documentation.

Volume 1: Technical Response: shall not contain any references to price/cost; however, relevant resource information, if needed, such as labor categories and subcontracts may be contained in the technical volume to demonstrate an understanding of the requirements. Quotes which merely offer to conduct a project in accordance with the SOO will not be eligible for award.

Volume	Section #	Section Title	Page Limit
Volume 1: Technical Response	1	General	None
	2	SAM Registration	None
	3	Representations & Certifications	None
	4	GSA MAS Verification Form (Attachment 6)	None
	5	Technical Assumptions	None
	6	Criteria 1: Technical Approach and Team Structure <ul style="list-style-type: none"> Teaming and/or Subcontractor Management Plan Information (<i>Not included in the Page Limit</i>) 	7 Pages
	7	Criteria 2: Case Study <ul style="list-style-type: none"> 1 page maximum for each case study response, 4 pages in total. 	4 Pages
	8	Criteria 3: Sample User Research Plan and Findings	15 Pages
Volume 2: Price Quote		Factor 3: Price <ul style="list-style-type: none"> Price (Attachment 3) Authorized MAS Labor Rates Pricing Explanation & Assumptions 	None

Volume 1, Section 1: General

This section shall include a cover sheet. This cover sheet shall include the following information:

- A. Name of Company
- B. Address
- C. City, state, zip code

- D. Data Universal Numbering System (DUNS) Number/Unique Identification Number
 - E. System for Award Management (SAM) Unique Identification Number
 - F. Taxpayer Identification Number (TIN)
 - G. Socioeconomic status
 - H. Point of contact (primary and alternate)
 - I. Telephone number
 - J. Email address
 - K. Solicitation number
 - L. Date of proposal
 - M. Name of any subcontractors and their socioeconomic status, if applicable
 - N. Prompt payment terms
 - O. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation
 - P. Acknowledgement and acceptance for any amendments issued
 - Q. Names and contact information of persons authorized to negotiate on the company's behalf
 - R. A statement that the proposal expires no sooner than 90 days after submission
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Volume 1, Section 2: SAM Registration

This section shall include evidence of the Quoter's current System of Award Management (SAM) database registration (<http://www.sam.gov>). A screenshot of the Quoter's SAM registration page is acceptable evidence. All Quoters must be registered in SAM to receive Government contracts. If a Quoter's SAM account will expire before the award date, it is the Quoter's responsibility to ensure that its account is active at time of quote submission and award.

Volume 1, Section 3: Representations and Certifications

This solicitation contains the following provisions that each Quoter must complete and return with its proposal the following provisions:

- FAR 52.212-3 – Offeror Representations and Certifications-Commercial Items (Nov 2021)
 - FAR 52.204-24 – Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)
 - FAR 52.204-26 – Covered Telecommunications Equipment or Services—Representation (Oct 2020)
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Volume 1, Section 4: GSA MAS Verification

Quoters shall complete and sign Attachment 6 – GSA MAS Verification Form and provide a copy as part of Volume 1, Section 4 of the quote submission.

Volume 1, Section 5: Technical Assumptions

Quoters shall indicate, in this section only, if: (1) any technical-related assumptions have been made, (2) any conditions have been stipulated, or (3) any exceptions have been taken with the SOO, as written. If these assumptions are not noted in this volume and this section of the quote, it will be assumed that the

Quoter's quote reflects no technical assumptions for award and the Quoter agrees to comply with all terms and conditions set forth herein. Any technical-related assumptions listed in any other volume or section shall be null and void.

Any assumptions/exceptions taken to the terms and conditions of the RFQ may adversely impact its evaluation. Any assumptions/exceptions that are considered unacceptable by the Government and cannot be resolved may result in the Quoter being removed from further consideration.

Volume 1, Section 6: Criteria 1 – Technical Approach and Team Structure

Quotes shall include a Performance Work Statement (PWS) that includes the Technical Approach and Team Structure. This section shall be no more than seven (7) pages, including diagrams, and shall be in 12-point font. This information in this section shall be in clear, concise writing that directly addresses how the quoter's firm plans to meet all project objectives.

If the quoter is awarded this contract, the quoter's PWS outlining the technical approach and team structure will replace the Statement of Objectives (SOO) and become the PWS in the final awarded contract.

This PWS shall explain the following:

- A proposed technical approach that shows the quoter's understanding of the details of the project and speaks to the quoter's experience with:
 - Developing software, including product management, technical strategy, user research, and visual design.
 - Migrating between systems, including developing a migration plan and responding to obstacles.
 - Identifying and addressing ambiguity, including surfacing and selecting the appropriate approach for a problem.
 - Working in an iterative, responsive way.
- A management plan that addresses:
 - How staff and resources will be allocated to accomplish project goals
 - How vendor staff will engage and support OPRE
 - Plans for recruitment and retention of high-performing staff throughout the project
 - Addressing and correcting for low performance.
- An outline of the quoter's proposed team, including:
 - Titles of each labor category and team structure
 - Team experience with collaborative software development, especially developing modern web applications and APIs.
 - Capabilities around information security, dependency management, and supporting product teams.
- A discussion of the risks and assumptions in the quoter's approach, and how the quoter would mitigate them.
- What the quoter needs from OPRE to start successfully

Teaming and/or Subcontractor Management Plan

If a teaming agreement or subcontractor(s) are planned (or potentially planned), the contractor shall discuss their communication plan and management approach (for the various team members or subcontractors) to ensure quality services are provided timely and within agreed amounts. It shall address potential methods for addressing and resolving problems amongst the parties.

In the case of a Contractor Teaming Arrangement (CTA) or consortiums, all participating Contractors must be small businesses in order to qualify as small business for the purposes of this evaluation. For CTA, the Government is looking for a total GSA MAS solution, so the quoter shall indicate the GSA Contractor(s), Contract Number(s), and their point of contact information for the team members. The Contractor Teaming Agreement (CTA) shall be developed and cover at least those items mentioned under GSA's "Recommended Team Agreement Elements" listed at www.gsa.gov/cta and included in this section of the quote.

Additionally, quoters proposing a major subcontract (subcontracts exceeding 10% of Attachment 3) shall submit signed letters of commitment from the subcontractors which define the contractual relationship and identify the contribution to the planned arrangement in terms of the type, proportion of work to be performed, and their business size. Letters of commitment shall not be included in the page count. These documents shall be included as an addendum to this section.

If you are submitting a quote with a teaming partner. More details at: <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-multiple-award-schedule/schedule-features/contractor-team-arrangements>

Volume 1, Section 7: Criteria 2 – Case Study Responses

The OPRE Hosting and Infrastructure services team will strengthen OPRE services and decision-making by using technology to save time, effort, and cost for OPRE IT systems. It will enhance communication and collaboration across multiple programs with shared goals.

Expertise from Quoters and IT acquisition specialists critical to OPRE' mission. Developing a hosting infrastructure is an investment that will serve ACF in future development work. The processes and tools developed and the expertise gained through this work can be used in other Program Offices' applications. The application also supports HHS's standardization in developing mission-critical infrastructure with a forward-reaching and secure approach to IT.

Detail **HOW** the quoter would approach each of the following technical case studies, including examples from the quoter's previous work. One page maximum per case study, four pages all together.

Case Study 1

In migrating from a legacy system to a more modern system, OPRE will also be updating its practices and processes to support such a system. Explain how you would:

- Create and maintain technical standards for modern software development
- Collaborate with **DWD OPRE** to build alignment with those standards and capacity for long-term ownership of this system

Case Study 2

Currently, the plan for legacy migration is open-ended. Explain how you would:

- Identify migration options and select a migration strategy
- Work with the MAPS vendor to validate and carry out the migration strategy
- Involve the ACF OCIO proactively in the migration process

Case Study 3

This system may be able to interface with external systems of record in order to improve data import. Explain how you would:

- Explore the possibility for integrations, including the questions you would need to be answered
- Make a decision about the viability of an integration, including the impacts that it may have on product development

Case Study 4

As OPRE carries out its functions, it must do so within a variety of government-wide regulations and policies. These are subject to change, which can have significant impact on OPRE's activities. Explain how you would:

- Develop a product roadmap that complies with regulatory requirements
- Adapt the roadmap, and the team's work, in response to new government-wide initiatives

Volume 1, Section 8: Criteria 3 - Sample User Research Plan and Findings

Quoters shall provide documents showing an example of user research that the quoter has conducted, showing evidence of the following:

- A research plan for an individual user research study that was conducted as part of a project
- The interview guide or script for that same user research study that shows the quoter's introduction, sample of questions, and closing. (Do not include responses.)
- The findings of this research study, including how they affected work going forward

Quoters shall not create new documents to respond to this section of the RFQ. Quoters shall supply existing artifacts in whatever format was used (for example, research findings may be in the form of a client presentation or report) and the quoter may add up to 3 sentences to provide any needed context or information.

Volume 2: Factor 3 - Price

(a) Price

The Quoter shall complete Attachment 3; this document is provided to assist in receiving conforming quotes and promote standardization of submissions. The pricing sheet includes the Government's estimated ODC with Travel ceilings. The quote shall reflect a per hour fully burdened labor rate on the terms of the Quoter's GSA MAS Contract(s) with any appropriate discount included. This discount shall also be applied to the GSA MAS Contract for the additional out years. ***The Government is seeking price reductions from the MAS Schedule pricing according to FAR 8.405-4. Quotes should include the offeror's best pricing, including all discounts, as there may not be another opportunity to offer further discounts.*** If inadequate information is provided, the Government reserves its right to request additional information from the quoter(s). If a Contractor Teaming Arrangement (CTA) agreement is being utilized, the quoter shall demonstrate on Attachment 3 which rate is applicable to which team member's MAS Contract.

Labor categories, staffing levels, and total estimated hours set forth by the quoter in the pricing sheet shall be consistent with the contractor's staffing plan and with their GSA Schedule contract pricing.

Quoters shall submit Attachment 3 as an Excel spreadsheet with their quote. Quoters shall not submit locked spreadsheets.

(b) Authorized MAS Labor Rates.

The Quoter shall provide a copy of the applicable MAS Schedule utilized for their proposal and shall include their applicable GSA Contract Number(s). The proposed Government's Labor Categories shall not exceed the negotiated labor category rates in the MAS Schedule. The Government is looking for a complete MAS solution to the SOO. Quoters shall discuss how they provide a total solution to the Government's needs, as demonstrated in the SOO, and shall meet the minimum requirements specified for the Government. ***The Government highly encourages discounts on the GSA MAS Schedule.*** If discounts are provided, this information shall be demonstrated in Attachment 3.

(c) Pricing Explanation and Assumptions

Quoters shall submit relevant data, other than certified cost and pricing, to substantiate all proposed prices. While no specific format for submitting this data is required, the quantities and the analysis used by the Quoter to develop the prices (e.g. labor survey, etc.) shall be provided. Deviations from Pricing Sheet (Attachment 3) are allowed. The reasoning for deviations shall be explained in the Price Assumptions section.

Quoters shall indicate, in this section only, if any price-related assumptions have been made, conditions have been stipulated or exceptions have been taken with the SOO as written. If not noted in this volume of the proposal, it will be assumed that the Quote reflects no price assumptions for award and agrees to comply with all of the terms and conditions set-forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, deviations, or exceptions buried within the Quote. Accordingly, any price-related assumptions listed in any other volume or section shall be null and void. The Quoter is advised that any assumptions/exceptions taken to the terms and conditions of the RFQ may adversely impact its evaluation rating. Any assumptions/exceptions that are considered unacceptable by the Government and cannot be resolved may result in the Quoter being removed from further consideration.

The Government does not consider the labor categories listed as being applicable to the Service Contract Act due to them being "professional" and requiring specialized knowledge and a level of proficiency are determined to be exempt per 29 CFR Part 541.3. If the Quoter has determined that any of the labor categories might be subject to the Service Contract Labor Standards, the quoter shall stipulate which of GSA labor categories might be subject to the Service Contract Labor Standards.

8. BASIS FOR AWARD / EVALUATION

It is the Government's intent to award a single task order against an existing GSA contract using the procedures in FAR 8.4 to the responsible Quoter whose quote, in conforming to the RFQ, provides the overall best value to the Government considering technical evaluation factors and price. **The procedures in FAR Part 15.3, Source Selection, do not apply to this FAR 8.4 requirement.** The Government may reject a quote that is evaluated to be significantly non-compliant with the solicitation requirements or reflects a failure to comprehend the complexity and risks of the work to be performed. **The Government reserves the right to stop evaluating the quote if any part of the submission is considered to be unacceptable.** Should the Quoter's submission be found to have an unacceptable technical submission in any area, the submission may be considered unacceptable to meet the Government's objectives as a whole. **If the evaluation is stopped, the Quoter will no longer be considered for award.** The Government reserves the right to make an award to other than the lowest priced Quoter or to the Quoter with a higher rating if the Contracting Officer determines that to do so would result in the best value to the Government.

Due to the Government utilizing FAR Subpart 8.4, a formal source selection is **not** required for this procurement; there will be an informal evaluation conducted. In accordance with FAR 8.405-2(d), the government "...shall evaluate all responses received using the evaluation criteria provided to the schedule contractors..." and "... place the order with the schedule contractor that represents the best value..." Therefore, the evaluation factors for this requirement will include multiple non-price factors, as specified herein.

The Quoter’s submission will be evaluated in accordance with the below evaluation criteria. For each of the evaluation factors below, the Government will assess the degree of confidence (High Confidence, Some Confidence, or Low Confidence) that the quote provided demonstrates the quoter understands the requirement, proposes a sound approach, and will be successful in performing all work included under the contract. The Government is looking for a total GSA MAS solution. Therefore, Contract Teaming Arrangements (CTAs) are only permitted with other MAS contract holders.

In determining which quote provides the best value to the Government, the non-price evaluation factors listed below are significantly more important than evaluated price. The Quoter’s submission will be evaluated in accordance with the following evaluation criteria, listed in descending order of importance:

- Factor 1: Technical Response
 - Criteria 1 – Technical Approach and Team Structure
 - Criteria 2 – Case Study
 - Criteria 3 – Sample User Research Plan and Findings
- Factor 2: Oral Presentation
- Factor 3: Price

For each evaluation factor identified above, the Government will evaluate and document areas where the quote lowers expectations of success by assigning a minus (-), or raises expectation of success by assigning a plus (+).

Attribute	Definition
Raises expectation of success (+)	An attribute that, within the context of the evaluation criteria, raises the evaluation above neutral.
Lowers expectation of success (-)	An attribute that, within the context of the evaluation criteria, reduces the evaluation below neutral.

An overall confidence assessment will then be assigned to each technical evaluation factor. The confidence assessment will be based on the following table:

High Confidence	The Government has high confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention.
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Some Confidence	The Government has some confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with some Government intervention.
Low Confidence	The Government has low confidence that the Offeror understands the requirement, proposes a sound approach, or will be successful in performing the contract even with Government intervention.

The evaluation will be conducted in a phased approach as follows:

Evaluation Phase 1: Evaluation of Factor 1 - Technical Response & Advisory Down-Select

Evaluation of Technical Response

As stated above, for each evaluation factor, the Government will evaluate and document areas where the quote lowers expectations of success by assigning a minus (-), or raises expectation of success by assigning a plus (+). An overall confidence assessment will then be assigned to each technical evaluation factor. During Evaluation Phase 1, the Government will evaluate the Volume 1: Technical Response and assign an overall confidence assessment rating of “High Confidence,” “Some Confidence,” or “Low Confidence” for Evaluation Factor 1.

Advisory Down-Select

All quotes receiving a confidence assessment rating of “High Confidence” for Factor 1 will then be notified via email by the Contracting Officer to participate in the Evaluation Phase 2 - Oral Presentation.

All quotes receiving a confidence assessment rating of “Some Confidence” or “Low Confidence” for Factor 1 will receive an Advisory Down-Select Notice via email by the Contracting Officer stating:

Your quote has been evaluated for Phase 1. Based on the confidence assessment rating assigned for Factor 1, it is not amongst the most highly competitive quotes received. You are unlikely to be a viable competitor for this acquisition, and we advise you not to participate in the next phase. The intent of this notice is to minimize quote development costs for quoters with little or no chance of receiving an award and assist you in your timely decision-making. We appreciate your participation in Phase 1.

This is an advisory notice, and you may participate in the next phase notwithstanding the advice in this notice. If you intend to do so, please notify the contracting officer as soon as possible but within 24 hours of the date of this notice.

Quoters receiving a confidence assessment rating of “Some Confidence” or “Low Confidence” may still elect to participate in Evaluation Phase 2 - Oral Presentation. However, quoters shall be aware that the evaluation Factor 1 more important than evaluation Factor 2. Additionally, as stated above, technical evaluation factors, when combined, are significantly more important than price.

Quoters that receive an Advisory Down-Select Notice via email from the Contracting Officer that it is not amongst the most highly competitive quotes received, but regardless choose to proceed to Evaluation Phase 2 - Oral Presentation, shall send an email to the Contracting Officer not later than 24 hours after receipt of this notice by the Government.

Evaluation Phase 2: Evaluation of Factor 2 - Oral Presentation

All quoters receiving a confidence assessment rating of “High Confidence” for Factor 1 (*as well as any quoters that received a confidence assessment rating of “Some Confidence” or “Low Confidence,” but elects to participate in Evaluation Phase 2 – Oral Presentation*) will be included in Evaluation Phase 2 – Oral Presentation. This evaluation phase will be conducted in the following format:

Oral Presentation logistics and scheduling

Each Oral Presentation session will be conducted by video chat, though audio may be substituted as needed. Advanced approval is required for oral presentations that are audio only. The Government will coordinate and set up this virtual meeting with each quoter.

Oral Presentation format and evaluation

The Oral Presentation 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 Presentation will be conducted remotely via video conference.

Each quoter participating in this evaluation phase will be scheduled for a 60-minute Oral Presentation Session with the Government evaluation team, so the government can ask the quoter a series of questions. Quoters should also introduce the individuals on their proposed team. Lastly, the evaluation team will ask questions about the Quoter's expertise relative to the project.

The introductions phase of each presentation will last no longer than five minutes. The Quoter and government team members will introduce themselves during this time.

Each session will include a structured question and answer session during which Quoters will be asked about their technical submission (Evaluated at Phase 1). The Government's purpose for these sessions is to assist with assessing the technical abilities of the proposed development team and to better understand the proposed technical approach described in the Quoter's submission. The Quoter's proposed team should participate in the Oral Presentation session.

The Open Technical Session of each presentation will last no more than 45 minutes. During this phase the Quoter team will respond to questions related to the technical aspects of the Quoter's quote. Quoters will NOT be able to use or present any slides, graphs, charts, or other written presentation materials, including handouts. There will be no follow-up session for further questions from the Quoter after this part of the presentation.

The Closing Remarks phase of each presentation will last no more than five minutes, during which the Quoter may make a short presentation summarizing their responses to the government's questions.

The Oral Presentation does not and will not constitute discussions or negotiations as defined in FAR Part 15. Statements made during the oral presentation will not become part of the contract. The government will not determine a competitive range, conduct discussions, nor solicit or allow revised quotes.

Based on the Oral Presentation conducted, the Government evaluation team will assign an overall confidence assessment rating for Factor 2 – Oral Presentation of “High Confidence,” “Some Confidence,” or “Low Confidence.” The Government will determine the overall confidence assessment rating for Factor 2, by use the same evaluation methodology that was described for Factor 1 above.

Evaluation Phase 3: Evaluation of Factor 3 - Price

The Government will assess the information provided in the quote to assist in determining the Quoter’s understanding of the requirements; determine whether the proposed ODC and travel costs are fair and reasonable; assess whether the Government’s needs will be met; and evaluate best value determination in accordance with the procedures of FAR 8.405-2(d). The Government reserves the right, but is not required, to conduct a price realism analysis. For quoters that quote an unreasonably high price or unrealistically low price, it may be determined that the Quoter does not have an adequate understanding of the technical requirements and therefore may be removed without further consideration.

Based on the Government’s evaluation, award will be made to the responsible Quoter whose quote, in conforming to the RFQ, provides the overall best value to the Government considering the technical evaluation factors and price stated in this RFQ.

9. SOLICITATION PROVISIONS

ALL REQUIRED AND APPLICABLE PROVISIONS / CLAUSES INCORPORATED AT THE GSA CONTRACT LEVEL FLOW DOWN TO THIS ORDER

Quoter’s shall fill out the applicable provisions (included below and highlighted) and submit with their quote.

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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 Quoter is cautioned that the listed provision may include blocks that must be completed by the Quoter and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Quoter 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 address:

Federal Acquisition Regulation (FAR): <https://www.acquisition.gov/far>

Department of the Interior Acquisition Regulation (DIAR): <https://www.acquisition.gov/diar>

Health and Human Services Acquisition Regulation (HHSAR): <https://www.acquisition.gov/hhsar>

(End of provision)

FAR 52.252-5 – Authorized Deviations in Provisions (Apr 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

(b) The use in this solicitation of any Department of the Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Provision)

Federal Acquisition Regulation (FAR) Provisions Incorporated by Reference

FAR Provision	Title	Date
52.204-22	Alternative Line Item Proposal	Jan 2017
*52.212-1	Instructions to Quoters – Commercial Products and Commercial Services	Nov 2021
52.212-3	Quoter Representations and Certifications – Commercial Products and Commercial Services	Nov 2021
52.216-31	Time-and-Materials (T&M)/Labor-Hour (L-H) Requirements – Commercial Item	Feb 2007
52.217-5	Evaluation of Options	Jul 1990

*Paragraph (l) titled “Debriefing” does not apply to this FAR 8.405-2 requirement.

Department of the Interior Acquisition Regulation (DIAR) Provisions Incorporated by Reference

DIAR Provision	Title	Date
1452.215-71	Use and Disclosure of Quote Information—Department of the Interior	Apr 1984

HHS Acquisition Regulation (HHSAR) Provisions Incorporated by Reference

HHSAR Clause	Title	Date
352.239-73	Electronic Information and Technology Accessibility Notice	Dec 2015

Provisions incorporated by full text

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such

as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable);
or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable);
or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Time & Materials order resulting from this solicitation.

(End of provision)

FAR 52.252-5 Authorized Deviations in Provisions (Apr 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of the Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

DIAR 1452.233-2 Service of Protest Department of the Interior (Jul 1996) (Deviation)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Gabriella Jones
Contracting Officer
Acquisition Services Directorate
Interior Business Center

Gabriella_Jones@ibc.doi.gov
703-964-8831

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW, Room 6511, Washington, DC 20240.

(End of Provision)

AQD Evaluation of Options Provision (Feb 2022)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic award. To account for the possible use of the additional six-month option period(s) permitted under 52.217-8, the Government will take the price for the final (or highest priced) option period, prorated to a six-month value, and add it to the sum of the base plus all option periods. The agency's price evaluation will mathematically document the calculation of adding the six months of services for the option to extend services to the total contract price in the award summary.

This amount will be used for comparative evaluation for award purposes only. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the options.

FAR 52.217-8 can be exercised at any point during the period of performance of the contract and applies to the period of performance immediately preceding exercising the option.

(End of Provision)

NBCM-ACQ-6920-007 (5.3) – Required Provision for Services Contracts (Sep 2006)

This is a “nonpersonal services contract, it is therefore, understood and agreed that the contractor and/or the contractor’s employees shall: (1) perform the services specified herein as independent contractors, not as employees of the government; (2) be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; and (4) pursuant to the government’s right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative, as is necessary to ensure accomplishment of the contract objectives. The contractor shall include this provision in all subcontracts for contractor support services under this contract.

(End of Provision)

10. CONTRACT CLAUSES

ALL TERMS AND CONDITIONS OF THE CONTRACTOR’S GSA CONTRACT SHALL FLOW DOWN TO 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 address:

Federal Acquisition Regulation (FAR): <https://www.acquisition.gov/far>

Department of the Interior Acquisition Regulation (DIAR): <https://www.acquisition.gov/diar>
 Health and Human Services Acquisition Regulation (HHSAR): <https://www.acquisition.gov/hhsar>
 (End of Clause)

FAR Clause	Title	Date
52.212-4 Alt I	Contract Terms and Conditions—Commercial Products and Commercial Services Alternate I	Nov 2021

Department of the Interior Acquisition Regulation (DIAR) Clauses Incorporated by Reference

DIAR Clause	Title	Date
1452.201-70	Authorities and Delegations	Sep 2011
1452.204-70	Release of Claims	Jul 1996

HHS Acquisition Regulation (HHSAR) Clauses Incorporated by Reference

HHSAR Clause	Title	Date
352.203-70	Anti-lobbying	Dec 2015
352.208-70	Printing and Duplication	Dec 2015
352.211-3	Paperwork Reduction Act	Dec 2015
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations	Dec 2015
352.224-70	Privacy Act	Dec 2015
352.224-71	Confidential Information	Dec 2015
352.227-70	Publications and Publicity	Dec 2015
352.231-70	Salary Rate Limitation	Dec 2015
352.233-71	Litigation and Claims	Dec 2015
352.237-75	Key Personnel	Dec 2015
352.239-74	Electronic and Information Technology Accessibility	Dec 2015

Clauses incorporated by full text

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services. (Jan 2022)

(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 products and commercial services:

(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 (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 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 products and commercial services:

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
- __ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- __ (5) [Reserved].
- X (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).
- X (8) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).
- __ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
- __ (10) [Reserved].
- __ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).
- __ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- __ (13) [Reserved]
- X (14)
 - (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
 - __ (ii) Alternate I (MAR 2020) of 52.219-6.
- __ (15)
 - (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
 - __ (ii) Alternate I (MAR 2020) of 52.219-7.
- X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).
- __ (17)
 - (i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (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 (JUN 2020) of 52.219-9.
 - __ (v) Alternate IV (SEP 2021) of 52.219-9.
- __ (18)
 - (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
 - __ (ii) Alternate I (MAR 2020) of 52.219-13.
- X (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 637s).
- __ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- __ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- (22)
 - X (i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).
 - __ (ii) Alternate I (MAR 2020) of 52.219-28.
- __ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (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 (SEP 2021) (15 U.S.C. 637(m)).

- ___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ___ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15U.S.C. 637(a)(17)).
- X (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).
- ___ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (30)
- X (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).
- ___ (ii) Alternate I (FEB 1999) of 52.222-26.
- (31)
- X (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ___ (ii) Alternate I (JUL 2014) of 52.222-35.
- (32)
- X (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ___ (ii) Alternate I (JUL 2014) of 52.222-36.
- X (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (35)
- X (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (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).
- X (36) 52.222-54, Employment Eligibility Verification (NOV 2021) . (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- (37)
- ___ (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.)
- ___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ___ (40)
- (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.
- ___ (41)
- (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun2014) of 52.223-14.
- ___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- ___ (43)
- (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 (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ___ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

- ___ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).
 - ___ (47)
 - X (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).
 - ___ (ii) Alternate I (JAN 2017) of 52.224-3.
 - ___ (48) 52.225-1, Buy American-Supplies (NOV 2021) (41 U.S.C. chapter 83).
 - ___ (49)
 - (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) (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 (JAN 2021) of 52.225-3.
 - ___ (iii) Alternate II (JAN 2021) of 52.225-3.
 - ___ (iv) Alternate III (JAN 2021) of 52.225-3.
 - ___ (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
 - X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - ___ (52) 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).
 - ___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).
 - ___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - ___ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
 - ___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - ___ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).
 - ___ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - ___ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
 - ___ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
 - ___ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).
 - ___ (63)
 - (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
 - ___ (ii) Alternate I (APR 2003) of 52.247-64.
 - ___ (iii) Alternate II (NOV 2021) 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 products and commercial services:
- ___ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
 - ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - ___ (3) 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).
 - ___ (4) 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).

__ (5) 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).

__ (6) 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).

__ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(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, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. 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 (NOV 2021) (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 (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (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)
 - (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) 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 (May2014) (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 (NOV 2021) (E.O. 12989).
 - (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).
 - (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 (JUN 2020) (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 (NOV 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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 seven (7) 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 ***at any time prior to contract expiration***; provided that the Government gives the Contractor a preliminary written notice of its intent to extend ***at least seven (7) calendar 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 five (5) years.***

(End of clause)

Applicable Department of the Interior regulations concerning the Privacy Act are set forth in 43 CFR 2, subpart D. The CFR is available for public inspection at the Departmental Library, Main Interior Bldg., 1849 C St. NW, Washington DC, at each of the regional offices of bureaus of the Department and at many public libraries.

(End of clause)

FAR 52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Department of the Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

DIAR 1452.224-1 Privacy Act Notification (Jul 1996) (DEVIATION)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

DIAR 1452.228-70 Liability Insurance (JUL 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

- \$100,000.00 for Employer’s Liability Coverage and Workers Compensation
- \$500,000.00 per occurrence for Bodily Injury Liability Insurance
- \$200,000 for property Damage Liability Insurance
- \$200,000.00 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for Property Damage for Automobile Liability.

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

(End of clause)

Custom Task Order Clauses

The resultant order will include the following custom clauses:

AQD Clause: Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (Apr 2013)

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

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

Invoice Contents:

Invoices will be paid upon approval and acceptance by the Government COR. Invoices must include, as a minimum, the following information:

- CLIN/Item number of deliverable
- Description of deliverable
- Price of deliverable
- Quantity of deliverable
- Date deliverable was provided to the Government for inspection
- Serial number/part number, if applicable
- The contractor is responsible for ensuring invoices submitted are accurate and complete, and all labor, travel and other direct costs are in accordance with federal guidelines, the FTR and other Government mandates and directives.

Additional supporting documentation MAY BE REQUESTED at the discretion of the COR.

Payment:

- A. Payments under this order will be due 30 calendar days after the date of actual receipt of proper invoice in the office designated to receive the original invoice or final acceptance of the goods or services, whichever is later.
- B. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the day payment is made.

Final Invoice:

Within sixty calendar days of product acceptance and/or completion of services:

1. The contractor shall submit a final invoice, designated as such by a clear statement of "FINAL INVOICE" on the face of the invoice document.
2. The contractor shall provide a certificate of completion which certifies all goods and service have been provided as required by this order.
3. The contractor shall provide a release of claims against the government for any further payment under this task order.

The sixty calendar day submission time frame shall not be extended without written authorization from the contracting officer. In the event items 1, 2, and 3 above are not submitted within the authorized timeframe, the contracting officer will make final cost determinations in order to make final payment and close out the contract unilaterally.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 - 5 business days of the contract award date. Contractor assistance with

enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

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

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

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

(End of Custom Clause)

Custom Clause - Warranty Against Organizational Conflict of Interest

The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor make will a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

Remedies - The Contracting Officer may terminate this contract action for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for cause or default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract. The Contractor further agrees to insert clauses which shall conform substantially to the language of this clause in any subcontract of consultant agreement hereunder.

(End of Clause)

Custom Clause – Cooperation with Other On-Site Contractors

A. When the Government undertakes or awards other task orders or contracts for additional work at the facilities, the Contractor must: (1) fully cooperate with the other Contractors and Government employees, and (2) carefully fit its own work to such other additional contracted work as may be directed by the COR. The Contractor must not commit or permit any act that will interfere with the performance of work awarded to another Contractor or with the performance of other Government employees.

B. In any case where, in the course of fulfilling the task order requirements, the Contractor disturbs any work guaranteed under another separate contract, the Contractor must restore such disturbed work to a condition satisfactory to the COR and guarantee such restored work to the same extent as it was guaranteed under the other contract.

(End of Clause)

Custom Clause – Return of Data

The Government shall have the right to request the Contractor to return all data provided by the Government and/or developed/generated during the performance of this requirement. The Contractor shall

return all data within fifteen business (15) days, upon request by the Contracting Officer. Such request can be either in writing or in email.

The Contractor shall timely convert all data, stored in electronic form, to a format, defined by the Government, within the 15-day transfer period. The Contractor shall convey such data at no-cost by the Vendor to either the Government or a designated Contractor's storage. The Contractor shall also include source code to software developed by the Vendor for the Government.

(End of Clause)

Custom Clause – Payment for Unauthorized Work:

No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

(End of Clause)

Custom Clause – Contractor Performance Assessment Reporting System (Dec 2015)

1. FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

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

3. We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.

4. When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <https://www.cpars.gov/>.

5. Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at <https://www.cpars.gov/>.

(a) Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.

(b) Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.

(c) All information provided should be reviewed for accuracy prior to submission.

(d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".

(e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.

(f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

6. The following guidelines apply concerning your use of the past performance evaluation:

(a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.

(b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

7. If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

8. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of Clause)

ACQ Custom Clause – AQD Internet Protocol Version 6 (June 2012)

(a) Any system hardware, software, firmware and/or networked component (voice, video or data) developed, procured, or acquired in support and/or performance of this contract shall be capable of transmitting, receiving, processing, forwarding and storing digital information across system boundaries utilizing system packets that are formatted in accordance with commercial standards of Internet Protocol (IP) version 6 (IPv6) as set forth in the USGv6 Profile (NIST Special Publication 500-267) and corresponding declarations of conformance defined in the USGv6 Test Program. In addition, this system shall maintain interoperability with IPv4 systems and provide at least the same level of performance and reliability capabilities of IPv4 products.

(b) Specifically, any new IP product or system developed, acquired, or produced must:

(1) Interoperate with both IPv6 and IPv4 systems and products, and

(2) Have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

(c) As IPv6 evolves, the Contractor commits to upgrading or providing an appropriate migration path for each item developed, delivered or utilized at no additional cost of the Government. The Contractor shall retrofit all non-IPv6 capable equipment, as defined above, that is fielded under this contract with IPv6 capable equipment, at no additional cost to the Government.

(d) The contractor shall provide technical support for both IPv4 and IPv6.

(e) Any system or software must be able to operate on networks supporting IPv4, IPv6, or one that supports both.

(f) Any product whose non-compliance is discovered and made known to the Contractor within one year after acceptance shall be upgraded, modified, or replaced to bring it into compliance at no additional cost to the Government.

(End of Clause)

AQD Custom Clause – Productive Direct Labor Hours

The vendor can only charge the Government for “Productive Direct Labor Hours.” “Productive Direct Labor Hours” are defined as those hours expended by Vendor personnel in performing work under this effort. This does not include sick leave, vacation, Government or vendor holidays, jury duty, military leave, or any other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc.) Presidential funerals or any other unexpected government closures. All hours will be billed at a straight rate, including overtime. No premium overtime will be allowed. Any hours above 40 hours per week must be approved in writing by the COR. On-call support will only be billed when receiving a request for support.

(End of Clause)

Custom Clause -- Ceiling Price

The hours, total price per labor category, other direct costs, and travel are for budgeting purposes only. The amounts actually used may exceed or be less than estimated as long as the overall ceiling price for the Contract Line Item is not exceeded. The Government shall not be obligated to pay any amount in excess of the ceiling price nor is the Contractor obligated to continue performance if to do so would exceed this ceiling price. In the event that the Government chooses to exercise optional CLINS, unused funds from a previous CLIN may not be used to fund any services taking place in a subsequent CLIN. The ceiling price may be modified by the Government if it is determined that the estimated hours or estimated materials are insufficient for the work required.

(End of Clause)

Custom Clause -- Additions and Changes to Labor Categories

It may be necessary to add or change labor categories, negotiated on the GSA MAS Contract, during performance of this contract in order to carry out the services described in the PWS. If new GSA MAS labor categories are added to this order, or existing labor categories revised, a modification shall be issued indicating the agreement of the parties to those changes, including any negotiated discounts.

(End of Clause)

End of Solicitation