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1	Instructions to Offerors – Commercial Items
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The U.S. Department of the Interior (DOI), through the Interior Business Center (IBC), Acquisition Services Directorate (AQD) is issuing this competitive acquisition in accordance with the format in the Federal Acquisition Regulation (FAR) subpart 8.4 – Ordering Procedures for Federal Supply Schedule. The Government intends to issue a single Order as a result of this Request for Quote (RFQ). This requirement is to procure services described in the attached Performance Work Statement (PWS) titled, “**Contracting and Acquisition Support Services**” on behalf of the General Services Administration (GSA), Office of Inspector General (OIG), Facilities and Contracting Division (JPF). If you are interested in this acquisition and have a GSA Schedule contract, you may participate by submitting a quotation in accordance with the instructions contained herein.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2020-07.

AQD operates as a Federal Franchise Fund Contracting Office under the authority of the Government Management Reform Act (GMRA) and provides contracting support to the Federal Civilian and Department of Defense Agencies. AQD will handle the solicitation and resultant contract administration, as well as payment of invoices.

The Order will have a base period of performance of twelve months (which is anticipated to commence September 2020) and four, twelve-month optional periods, which may be exercised at the discretion of the Government. A six-month Option Period is included, pursuant to FAR 52.217-8 – “Option to Extend Services,” which the Government is not obligated to exercise.

The resultant award will be a Firm-Fixed-Price (FFP) Task Order.

The McNamara O’Hara Service Contract Act (SCA) applies to this acquisition. Schedule contractors must comply with the base rate and fringe benefit rate requirements of the prevailing SCA Wage Determination (WD) Revision Number currently incorporated into the GSA Schedule contract. If SCA applies to any labor categories within the GSA Task Order, identify which ones in your quote.

THIS IS A 100% SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE.

The North American Industry Classification System (NAICS) code 541611 entitled, "Administrative Management and General Management Consulting Services" with a small business size standard of \$16.5 million. Product Service Code (PSC) R707 entitled, "Contract, Procurement, and Acquisition Support Services”.

Offerors must submit all technical questions concerning this solicitation in writing, by e-mail, to the Contracting Officer (CO), Harinder Pabbi, at Harinder_Pabbi@ibc.doi.gov. All questions must be received no later than **10:00 AM Eastern Time (ET) on July 20, 2020**. The CO will respond to questions, which may affect offers, via an amendment to the solicitation via GSA eBuy. Please be advised that the Government reserves the right to transmit those questions and answers of common interest to all prospective offerors. The offeror or source of the question will not be referenced when issuing an amendment to the solicitation.

RFQ CLOSING DUE DATE: August 5, 2020
TIME: 10:00 AM ET

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FAR 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JUN 2020) IS INCORPORATED BY REFERENCE.

FAR 52.212-1 – ADDENDUM TO INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

The provision at FAR 52.212-1, “Instructions to Offerors – Commercial Items (Jun 2020)” and an addendum apply to this acquisition.

The Offeror agrees to hold the prices in its offer firm for 90 calendar days (52.212-1 (c)).

The Offeror shall submit one offer and is not encouraged to submit multiple offers (52.212-1 (e)).

The Offeror is responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation (52.212-1 (f)).

The Government intends to award a single contract (52.212-1 (h)).

FAR 52.212-1(l) titled “Debriefing” does not apply to this FAR 8.405-2 requirement.

SUBMISSION REQUIREMENTS:

The Offeror shall submit a written quotation in two (2) separate volumes:

1. Volume 1 – Technical Capability
 - a. Subfactor 1 – Technical Approach
 - b. Subfactor 2 – Qualifications of Key Personnel/Management Plan
 - c. Subfactor 3 – Corporate Experience
2. Volume 2 – Price

Offerors shall not include any price quote information for this acquisition in Volume 1 – Technical Capability. If included, the information will be discarded prior to the technical evaluation team receiving the technical information for evaluation. Any technical information necessary for the Government to perform the technical evaluation must be included in the technical volume.

Failure to submit any of the information requested within this solicitation, including any required forms, may lead to rejection of your quote.

Your Quotation shall include the following information on the title page of each volume:

- A. Tax identification number (TIN)
- B. Dun & Bradstreet Number (DUNS)
- C. Complete Business Mailing Address
- D. Contact Name and Title
- E. Contact Phone Number
- F. Contact Fax Number
- G. Contact E-mail Address
- H. RFQ Number and Project Description
- I. GSA Contract Number
- J. The validity period of the quote (at least 90 calendar days)
- K. Certification that the contractor provides services under NAICS 541611 and PSC R707

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The Offeror shall verify in writing as part of their technical, Volume 1, that their quoted solution is within the scope of their referenced GSA Schedule contract by submitting the GSA Vendor Verification Form – Attachment 1, to this solicitation.

The Offeror must have an active System for Award Management (SAM) account registration at the time of submission of the quote and at the time of award through final payment if the offeror receives the award in accordance with FAR 4.1102(a) and 52.204-7(b)(1) and the NAICS code identified for this requirement, 541611. For information, refer to <https://www.sam.gov/SAM/>.

The Offeror must submit with its quote, a completed Offeror Representations and Certifications - Commercial Items (FAR 52.212-3) form. If the Offeror's Representations and Certifications are registered on the SAM.gov website, it must be indicated in the offer.

The Offeror shall submit with their price quote, a copy of their latest GSA contract, (including contract clauses) listing the applicable labor categories.

The following page limits apply (standard letter size paper):

<u>Quotes</u>	<u>Page Limit</u>
Volume 1 – Technical Capability	Maximum – 15 pages
Volume 2 – Price	Maximum – 10 pages

All pages shall have a minimum of a 1-inch margin on the top, bottom, left, and right. Page numbering, offeror identification, and disclaimers may be placed in the 1-inch margin. Font size shall be no smaller than 10-point (8-point for charts and tables). The 1-inch margin required for text pages is not required for foldouts. Electronic versions of the quotation shall be submitted in Microsoft Word™, Microsoft Excel™, and/or Adobe, as appropriate; All Volume 2 – Price Quotes shall be submitted in Microsoft Excel. The Government will not count the following documents toward the page limit:

- Charts, Tables and Graphs (when on separate pages);
- Letter of Transmittal (cover letter);
- Title Pages;
- Divider Pages;
- Table of Contents; and
- List of Exhibits
- Resumes
- Attachments/Appendices (GSA Schedule contract, completed provisions, pricing template, Quality Control Plan (QCP)).

VOLUME 1 – TECHNICAL CAPABILITY

In response to this solicitation, offerors shall submit a technical quote that contains their quoted solution(s) to the Performance Work Statement (PWS) tasks. The technical quote shall not merely paraphrase the PWS.

The Offeror shall provide a technical response divided into sections indicated below for the technical evaluation criteria, taking a holistic approach to the requirements. The quote shall demonstrate that the offeror's plan to accomplish the effort is clear, feasible, and practical, including recognition of potential difficulties in performance, appropriateness, and soundness of quoted solution(s). The following non-price evaluation factors will be evaluated: Technical Capability (includes subfactors (1) Technical Approach, (2) Qualifications of Key Personnel/Management Plan, and (3) Corporate Experience).

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The Offeror shall address the following Technical Subfactors for Volume 1:

Technical Subfactor 1 – Technical Approach:

The Offeror shall demonstrate its technical approach in performing the tasks outlined in the PWS – this includes a discussion of the background, objectives, and work requirements; the Offeror should demonstrate an understanding of the processes and procedures required to provide contracting and acquisition support services; and discussion of content area expertise as specified within the PWS.

The Offeror shall provide a discussion of the proposed methods and techniques for completing each task; appropriateness and cost efficiency in the use of resources should be considered.

The Offeror shall demonstrate an understanding of the issues that may occur during the contract period and how these issues might be resolved.

Technical Subfactor 2 – Qualifications of Key Personnel/Management Plan:

The Offeror shall demonstrate the technical qualifications of the key personnel to be assigned to the support services, including, but is not limited to, acquisition planning, Request for Proposal/Quote preparation, market research/analysis, selection and administration of contract terms and conditions, cost and price analysis, negotiations, preparation of contract modifications, evaluation of performance, contract termination, and contract closeout. Key personnel assigned shall have in-depth knowledge of the Federal Acquisition Regulation (FAR) and have current and demonstrated experience with acquisition streamlining initiatives and reforms.

The Offeror shall provide discussion and demonstration of “Contract Specialist” experience in similar contracts.

The Offeror shall provide key personnel that has a minimum of three to five years of relevant experience and hold a minimum of bachelor’s degree in business, finance, management, information systems, or another applicable, related discipline.

The Offeror’s discussion shall support how the tasks will be evaluated for full performance and acceptability of work from the Offeror’s viewpoint.

The Offeror shall demonstrate its quality control procedures to ensure services are performed in accordance with the PWS. The Offeror shall define its quality control management approach that satisfies the requirements defined herein. The draft QCP shall be evaluated and shall be finalized after award. The draft QCP is not part of the Technical Capability Volume 1-page limit; however, the QCP shall not exceed 10 pages and shall be included as an appendix.

Technical Subfactor 3 – Corporate Experience:

The Offeror shall provide information to facilitate the Government’s consideration of the Corporate Experience of the Prime Contractor. The Government is most interested in examples of real work with actual results of the prime contractor in its familiarity with issues and methodologies regarding the contracting and acquisition support service tasks, as referenced in the PWS. The Government is also interested in examples of the prime contractor in managing staffing efforts similar to GSA/OIG, with its employees in federal and/or commercial space. The prime contractor shall provide at least one example of its experience. The Government is more interested in the quality and similarity of the corporate experience examples to the requirement than the quantity of examples. The Offeror shall include the name and contact information of a reference that can substantiate the real example of real work and real

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results. The information shall be sufficiently detailed so that the evaluators can determine whether the example(s) demonstrates the prime contractor's experience. The Government will not contract the reference to obtain detail lacking from the Offeror's response.

Technical Assumptions and Conditions:

The Offeror shall detail all technical assumptions and conditions upon which the Offeror's quotation is based. If no assumptions or conditions are taken by the Contractor, this section should include the statement, "No assumptions or conditions are taken." If technical assumptions are not noted in this volume and this section of the quote, it will be assumed that the offeror's quote reflects no technical assumptions for award and agrees to comply with all the terms and conditions set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the Offerors quote. Accordingly, any technical related assumptions listed in any other volume or section shall be null and void. Any exceptions taken to the terms and conditions of the RFQ shall be stated in this section.

VOLUME 2 - PRICE

The Price Volume shall be separate from the Volume 1 – Technical Capability.

The Offeror shall complete and submit the Attachment 2 – Pricing Template, Microsoft Excel spreadsheet (attached) as part of their price quote. It must be submitted in Excel, allowing the Government to verify amounts quoted by the Offeror. Each dollar amount within the Pricing Template must be rounded to only include two (2) digits in the cents portion.

The Offeror shall identify on the Pricing Template any labor categories that are subject to the Service Contract Act (SCA) and ensure applicable labor categories are paid wages equal to or greater than the corresponding prevailing rates found in the MAS contract Wage Determinations (WD). Place of performance is Washington, DC, WD 2015-4281.

In the event that the Government offices are not open by the time this contract is awarded and the SCA applies, the Contractor shall refer to FAR 52.222-49 "Service Contract Labor Standards – Place of Performance Unknown" clause.

Price Assumptions and Conditions:

The Offeror shall detail all price assumptions and conditions upon which the Offeror's quotation is based. If no assumptions or conditions are taken by the Contractor, this section should include the statement, "No assumptions or conditions are taken." If price assumptions are not noted in this volume and this section of the quote, it will be assumed that the offeror's quote reflects no price assumptions for award and agrees to comply with all the terms and conditions set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the Offerors quote. Accordingly, any price related assumptions listed in any other volume or section shall be null and void.

NOTE: In an effort to receive the highest quality solution at the lowest possible price the Government highly encourages Offerors to provide discounts for this requirement.

The Government reserves the right to request additional information as may be necessary to determine the prospective offeror's qualifications for an award or to clarify any aspects of the technical or price submissions. Such information shall be furnished promptly upon the government's request.

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RFQ SUBMISSION INTENT:

Offerors planning to submit a response to the RFQ are encouraged to submit an intent to quote on the RFQ on or before the deadline for RFQ Questions on **July 20, 2020**. Offerors should submit their intent to quote to the Contracting Officer, Harinder Pabbi, via email to Harinder_Pabbi@ibc.doi.gov. The Government will not disclose any of the vendor's intent response to the public. The Government will use that information internally for planning purposes only.

RFQ QUESTIONS:

The Offeror must submit all technical questions concerning this solicitation in writing by e-mail to the Contracting Officer, Harinder Pabbi at Harinder_Pabbi@ibc.doi.gov. All questions must be received no later than **10:00 AM Eastern Time (ET) on July 20, 2020**. The Contracting Officer will answer questions, which may affect offers, in an amendment to the solicitation. Please be advised that the Government reserves the right to transmit those questions and answers of common interest to all prospective offerors. The offeror or source of the question will not be referenced when issuing an amendment to the solicitation.

RFQ DUE DATE:

The due date for responses to this RFQ at the addresses specified below is on or before **10:00 AM Eastern Time (ET) on August 5, 2020**. Each volume shall be clearly marked by Volume Number and Title. The Government reserves the right to not accept submissions received after the specified deadline date and time. It is the responsibility of the Offeror to get their submission in on time and ensure successful delivery to the Government. The submission shall be via e-mail to the Contracting Officer, Harinder Pabbi, at Harinder_Pabbi@ibc.doi.gov.

ADDITIONAL INFO:

The Government reserves the right to request additional information from offerors if deemed necessary to determine the prospective Offeror's qualifications for an award or to clarify any aspects of the technical or price submissions. Such information shall be furnished promptly upon the government's request.

The Government may reject any quote that is evaluated to be significantly not compliant with the solicitation requirements.

NOTE: Due to the email server and pipeline limitations, please limit the size of each email with attachments to **15MB**; use separate emails when emailing quotations, if necessary.

2	Evaluations - Commercial Items
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FAR 52.212-2 – EVALUATION -- COMMERCIAL ITEMS (OCT 2014)

The following factors shall be used to evaluate offers:

1. Volume 1 – Technical Capability
 - a. Subfactor 1 – Technical Approach
 - b. Subfactor 2 – Qualifications of Key Personnel/Management Plan
 - c. Subfactor 3 – Corporate Experience
2. Volume 2 – Price

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Technical Capability and its Subfactors 1 – 3, when combined, are significantly more important than price. Subfactors 1– 3 are of equal importance.

Technical Subfactor 1 – Technical Approach (Non-price factor):

The Offeror demonstrated its technical approach in performing the tasks outlined in the PWS – this includes a discussion of the background, objectives, and work requirements; the Offeror demonstrated an understanding of the processes and procedures required to provide contracting and acquisition support services, and provided a discussion of content area expertise as specified within the PWS.

The Offeror provided a discussion of the proposed methods and techniques for completing each task; appropriateness and cost efficiency in the use of resources should be considered.

The Offeror demonstrated an understanding of the issues that may occur during the contract period and how these issues might be resolved.

Technical Subfactor 2 – Qualifications of Key Personnel/Management Plan (Non-price factor):

The Offeror demonstrated the technical qualifications of the key personnel to be assigned to the support services, including, but is not limited to, acquisition planning, Request for Proposal/Quote preparation, market research/analysis, selection and administration of contract terms and conditions, cost and price analysis, negotiations, preparation of contract modifications, evaluation of performance, contract termination, and contract closeout. Key personnel assigned have an in-depth knowledge of the Federal Acquisition Regulation (FAR) and have current and demonstrated experience with acquisition streamlining initiatives and reforms.

The Offeror provided discussion and demonstration of “Contract Specialist” experience in similar contracts.

The Offeror provided key personnel that has a minimum of three to five years of relevant experience and holds a minimum of a bachelor’s degree in business, finance, management, information systems, or another applicable, related discipline.

The Offeror’s discussion supported how the tasks will be evaluated for full performance and acceptability of work from the Offeror’s viewpoint.

The Offeror demonstrated its quality control procedures to ensure services are performed in accordance with the PWS. The Offeror defined its quality control management approach that satisfies the requirements defined herein. The draft QCP demonstrated its quality control procedures in accordance with the PWS and acknowledged a final QCP will be furnished after award.

Technical Subfactor 3 – Corporate Experience (Non-price factor):

The Offeror provided information to facilitate the Government’s consideration of the Corporate Experience of the Prime Contractor. The Government is most interested in examples of real work with actual results of the prime contractor in its familiarity with issues and methodologies regarding the contracting and acquisition support service tasks, as referenced in the PWS. The Government is also interested in examples of the prime contractor in managing staffing efforts similar to GSA/OIG, with its employees in federal and/or commercial space.

The prime contractor provided at least one example of its experience. The Government is more interested in the quality and similarity of the corporate experience examples to the requirement than the quantity of

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examples. The Offeror included the name and contact information of a reference that can substantiate the real example of real work and real results. The information was sufficiently detailed so that the evaluators can determine whether the example(s) demonstrates the prime contractor's experience.

Price:

In accordance with FAR 8.405-2(d), the offeror is expected to quote a reasonable price. The Government will evaluate the offeror's quote to ensure the labor rates (before any discount) and labor categories are within the Offeror's GSA Schedule. An evaluation of the offeror's price quote will consider the level of effort and the mix of labor proposed to perform the PWS in order to determine that the price is reasonable.

The anticipated Order period of performance is as follows:

Base Year:	09/15/2020 – 09/14/2021
Option Year 1:	09/15/2021 – 09/14/2022
Option Year 2:	09/15/2022 – 09/14/2023
Option Year 3:	09/15/2023 – 09/14/2024
Option Year 4:	09/15/2024 – 09/14/2025

*Dates are subject to change based on the actual award date.

To account for the possible use of the six-month option period permitted under FAR 52.217-8, the Government will take the price for the final option period, prorated to a six-month value, and add it to the sum of the base plus all option periods. This amount will be the total evaluated price, but offerors shall not include the price of the six-month FAR 52.217-8 Option to Extend Services in their price quote. FAR 52.217-8 can be exercised at any point during the period of performance of the Order and applies to the period of performance during which the option is exercised.

BASIS FOR AWARD

Best Value – Trade Off: The Government will make award to the responsible offeror whose offer: 1) conforms to the solicitation, 2) will be most advantageous to the Government as it represents the Best Value considering price and other factors, and 3) represents a fair and reasonable price.

Non-price factors are of equal importance. Overall, when combined, the Government considers non-price factors significantly more important than price. The Government will make award for the quote that represents the best value to the Government after conducting a trade off between price and non-price factors, where non-price factors are significantly more important than price. Between quotes that the government determines are essentially technical equivalent, price shall become the determining factor.

The Government will reserve the right to make award to other than the lowest priced offeror should a better technical solution be proposed. In order to be considered for award, an offeror must receive a minimum rating of satisfactory on all non-price factors.

The total quoted price will be evaluated separately, but in conjunction with the non-price elements to ensure that the Government is awarding based on best value.

The Government reserves the right to award based on initial submissions, but reserves the right to request additional information, such as revisions to correct minor clerical errors, or to request additional discounts if it is in the Government's best interest to do so. The Offeror should recognize that its initial written price and non-price quotes may be used as the sole and final basis of award and should quote accordingly.

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Prior to award, the CO will review the information in the Contractor Performance Assessment Reporting System (CPARS), previously the Past Performance Information Retrieval System (PPIRS) and the Federal Awardee Performance and Integrity Information System (FAPIS) for the prospective awardee in order to perform a responsibility determination as required by FAR 9.104.

The Government reserves the right not to make an award, depending on the quality of the quotes, the availability of funding, and the continued existence of the requirement.

(End of Provision)

3	Solicitation Provisions Incorporated by Reference
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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 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/FAR/>

(End of Provision)

The following provisions are incorporated by reference:

FAR Provision	Provision Title	Provision Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEPT 2007
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.212-1	Instructions to Offerors – Commercial Items	JUN 2020
52.217-5	Evaluation of Options	JUL 1990
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications	JUN 2020
DIAR Provision	Provision Title	Provision Date
1452.215-71	Use and Disclosure of Proposal Information – Department of the Interior	APR 1984

4	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
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FAR 52.204-24 – REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019)

The Offeror shall not complete the representation in 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 the provision at [52.204-26](#), Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

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

“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* 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. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or 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 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.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer—

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

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, 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).

(End of provision)

5	Covered Telecommunications Equipment or Services - Representation
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FAR 52.204-26 – COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

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(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *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”.

(c) *Representation.* The Offeror represents that it ☐ does, ☐ 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.

(End of provision)

6	Offeror Representations and Certifications – Commercial Items
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FAR 52.212-3 – OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (JUN 2020)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

*See <https://www.acquisition.gov/> for a full text version of this provision.

- (b)
- (1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM
- (2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.
- [Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.
- These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.
- Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(End of Provision)

7	Type of Contract
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FAR 52.216-1 – TYPE OF CONTRACT (APR 1984)

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The Government contemplates the award of a **Firm-Fixed-Price (FFP)** Order resulting from this solicitation.

(End of Provision)

8	Authorized Deviations and Provisions
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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 48 CFR Chapter 1 provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Provision)

9	Service of Protest Department of the Interior (DEVIATION)
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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:

Harinder Pabbi, Contracting Officer
Acquisition Services Directorate
E-Mail: Harinder_Pabbi@ibc.doi.gov

(b)The copy of any protest shall be received in the office designated above within oneday 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)

10	Required Provision for Services Contracts
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NBCM-ACQ-6920-007 REQUIRED PROVISION FOR SERVICES CONTRACTS (SEP 2006)

This is a non-personal 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

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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)

11	Clauses Incorporated by Reference
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FAR 52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/FAR/>

(End of Clause)

The following clauses are incorporated by reference:

FAR Clause	Clause Title	Clause Date
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	JUN 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.212-4	Contract Terms and Conditions – Commercial Items	OCT 2018
52.232-1	Payments	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.246-4	Inspection of Services – Fixed Price	AUG 1996
GSAM Clause	Clause Title	Clause Date
552.204-9	Personal Identity Verification Requirements	OCT 2012
552.237-71	Qualifications of Employees	MAY 1989

CLAUSES INCORPORATED BY FULL TEXT

12	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items
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FAR 52.212-5 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUN 2020)

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

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

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

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (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. 3805note](#))).

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

[Contracting Officer check as appropriate.]

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([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. (JUN 2020) ([31 U.S.C. 6101note](#)).

X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

___ (10) [Reserved].

___ (11)

(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-3](#).

___ (12)

(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-4](#).

___ (13) [Reserved]

X (14)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (MAR 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (MAR 2020).

___ (15)

(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (MAR 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-7](#).

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- 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 (JUN 2020) ([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 (JUN 2020) of [52.219-9](#).
- (18) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- X (19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (JAN 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- X (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657f](#)).
- X (22)
- (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (MAR 2020) ([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 (MAR 2020) ([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 (Mar 2020) ([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 (MAR 2020) ([15 U.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 2020) (E.O.13126).
- X (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- X (30)
- (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- (ii) Alternate I (FEB 1999) of [52.222-26](#).
- X (31)
- (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (ii) Alternate I (JUL 2014) of [52.222-35](#).
- X (32)
- (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).
- X (35)
- (i) [52.222-50](#), Combating Trafficking in Persons (JAN 2019) ([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 (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (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.)

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___ (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 (JUN 2014) of [52.223-14](#).

___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([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 (JUN 2016) (E.O. 13693).

___ (47)

(i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (JAN 2017) of [52.224-3](#).

X (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

___ (49)

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

___ (ii) Alternate I (MAY 2014) of [52.225-3](#).

___ (iii) Alternate II (MAY 2014) of [52.225-3](#).

___ (iv) Alternate III (MAY 2014) of [52.225-3](#).

___ (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 (JUN 2008) (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 (Nov 2007) ([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 (JUN 2020).

___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([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](#)).

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___ (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](#)).

X (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 (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (APR 2003) of [52.247-64](#).

___ (iii) Alternate II (FEB 2006) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

X (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

X (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](#)).

X (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](#)).

X (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2015).

X (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

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subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (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 (JAN 2019) ([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 (May 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix)
- (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (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 (FEB 2006) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

(End of clause)

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13	Option to Extend Services
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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 at least 7 days prior to the start of the Option.

(End of clause)

14	Option to Extend the Term of the Contract
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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 7 days prior to the start of the Option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 and 6 months, including the Option Period included in FAR 52.217-8.

(End of clause)

15	52.219-6 Notice of Total Small Business Set-Aside
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FAR 52.219-6 – Notice of Total Small Business Set-Aside (DEVIATION 2019-01)

(a) *Definition.* *Small business concern*, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.*

[(1) For a contract at or below the simplified acquisition threshold, a small business concern may provide the end item of any firm. For a contract exceeding the simplified acquisition threshold and the requirements of paragraphs (d)(1)(i) through (iii) of this clause have not been waived by SBA in accordance with 13 CFR 121.1204, a small business concern that provides an end item it did not manufacture, process, or produce, shall—

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- (i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;
 - (ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and
 - (iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.
- (2) Paragraph (d)(1) of this clause does not apply to construction or service contracts.]

(End of clause)

16	Limitations on Subcontracting
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FAR 52.219-14 - Limitations on Subcontracting (DEVIATION 2019-01)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- [(b) *Definition.* As used in this clause—
“Similarly situated entity” means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award, and that is considered small for the NAICS code the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone setaside or sole source award under the HUBZone Program.]
- [(c)] *Applicability.* This clause applies only to—
 - [(1) Contracts that have been set aside or reserved any of the small business concerns identified in 19.000(a)(3);
 - (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
 - (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15; and
 - (4) Orders set aside for any of the small business concerns identified in 19.000(a)(3) under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).]
- [(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.]
- [(e) *Agreement.*] By submission of an offer and execution of a contract, the Offeror/Contractor agrees in performance of the contract in the case of a contract for—
 - [(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;]
 - [(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;]
 - [(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded; or]
 - [(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 75 percent subcontract amount that cannot be exceeded.

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(f) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.]

(End of clause)

17	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside
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FAR 52.219-27 - Notice of Service-Disabled Veteran-Owned Small Business Set-Aside DEVIATION 2019-01)

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more servicedisabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more servicedisabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a servicedisabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

[“Similarly situated entity” means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award, and that is considered small for the NAICS code the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone setaside or sole source award under the HUBZone Program.]

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside or reserved for service-disabled veteranowned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for servicedisabled veteran-owned small business concerns; and

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteranowned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

[(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.]

[(e)] *Agreement.* [By submission of an offer and execution of a contract, a service-disabled veteran-owned small business concern agrees that in the performance of the contract,] in the case of a contract for—

[(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;]

[(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;]

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[(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded; or]

[(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 75 percent subcontract amount that cannot be exceeded.]

[(f)] *Joint venture*. A joint venture may be considered a service-disabled veteran owned small business concern if—

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

[(g)] *Nonmanufacturer*.

(1) Unless SBA has waived the requirements of paragraphs (g)(1)(i) through (iii) of this clause in accordance with 13 CFR 121.1204, a service-disabled veteran-owned small business concern that provides an end item it did not manufacture, process, or produce, shall—

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) Paragraph (g)(1) of this clause does not apply to construction or service contracts.]

(End of clause)

18	Service Contract Labor Standards – Place of Performance Unknown
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FAR 52.222-49 – SERVICE CONTRACT LABOR STANDARDS-PLACE OF PERFORMANCE UNKNOWN (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: **TBD**. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing before the RFQ closes.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

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19	Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP)
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DOI-AAAP-0028 – ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP) (APRIL 2013)

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

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

- a. Contractor name and address
- b. Contract number
- c. Time period covered
- d. CLIN number and description
- e. Amount billed
- f. Other pertinent information pertaining to payment instructions

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.

(End of Local Clause)

20	Contractor Performance Assessment Reporting
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DOI-AAAP-0050 – NOTICE TO CONTRACTORS - CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (DECEMBER 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 (PPIRS) for Government use in evaluating past performance as part of a source selection action.

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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 Notice)

21	Release of Claims – Department of the Interior
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DIAR 1452.204-70 – RELEASE OF CLAIMS -- DEPARTMENT OF THE INTERIOR (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form

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(DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

22	Authorities and Delegations – Department of the Interior
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DIAR 1452.201-70 – AUTHORITIES AND DELEGATIONS (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the Contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph

(d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

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23	Attachments
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Attachment 1:	GSA Vendor Verification Form
Attachment 2:	Performance Work Statement (PWS)
Attachment 3:	Price Quote Template
Attachment 4:	Quality Assurance Surveillance Plan (QASP)
Attachment 5:	Limitation on Subcontracting Report Template
Attachment 6:	Release of Claims