



Date: July 27, 2010

To: All Prospective Offerors

From: Acquisition Services Directorate (AQD), National Business Center, Department of the Interior (DOI)

Subject: AQD Request for Quote (RFQ) # **N10PS18444** for:

**Broadband Technology Opportunities Program (BTOP)
Evaluation Study**

**For the
National Telecommunications and Information Administration**

This acquisition is being funded by the American Recovery and Reinvestment Act of 2009.

AQD is issuing this competitive RFQ to solicit selected General Services Administration (GSA), Federal Supply Schedule contract holders for the purpose of entering into a Task Order under an existing GSA schedule contract. AQD will conduct this acquisition using Subpart 8.4 under the Federal Acquisition Regulation (FAR), and it anticipates awarding a Task Order after receipt and evaluation of all vendor quotations. This requirement is for the National Telecommunications and Information Administration (NTIA) Broadband Technology Opportunities Program (BTOP).

AQD Procurement will handle the solicitation, award, contract administration, and the payment of invoices. AQD is a Federal Franchise Fund Contracting Office under the authority of the Government Management Reform Act, and provides contracting support to all Federal and DoD Agencies.

Offerors are required to **submit one technical quote and a separate price quote** to Government officials for the purposes of assuring that the prospective contractor has a complete understanding of the scope of this effort and has the capability to complete all required tasks of the Statement of Work (SOW).

The Government anticipates that the majority of this effort may be performed under the GSA Federal Supply schedule (FSS) MISSION ORIENTED BUSINESS INTEGRATED SERVICES (MOBIS), Schedule # 874-1. However, in order to provide a total solution using GSA schedules and labor categories, other GSA schedules may be appropriate. Offerors may propose appropriate labor categories from their other GSA Federal Supply Schedule contracts or contractors may team with another GSA Schedule holder to offer a blended solution. When

proposing multiple schedules, please identify and group labor categories by their respective schedule contracts.

If you are interested in this acquisition, you may participate by submitting your response in accordance with the following instructions.

RFQ INSTRUCTIONS:

- ❖ All offerors shall verify in writing that their proposed solution falls within the scope of the referenced GSA Schedule contract(s) using Attachment #002 in the RFQ. Complete the RFQ Attachment #002 document entitled “Vendor Verification of appropriate use of the GSA FSS Schedule.”

1. SERVICES REQUIRED:

AQD requests quotations for certain services to be provided on a Firm Fixed Price basis. The tasks described within the attached SOW will be performed at the Contractor’s facility.

2. PERIOD OF PERFORMANCE:

This is a non-severable four year period of performance, ending September 30, 2014.

3. SPECIFIC REQUIREMENTS:

Please review the Statement of Work (SOW), Attachment #001.

4. LEVEL OF EFFORT:

The anticipated level of effort is listed in the Statement of Work. This approximation is only an estimate and this estimate is NOT binding to or expected in contract quotes. This information is provided only for estimation purposes: Contractors shall analyze the technical requirements of the SOW and propose a level of effort and labor mix that they believe will provide the necessary capabilities for each effort. (Reference: Section 9, “Estimate of Effort,” SOW)

5. QUESTIONS:

If you have questions regarding this requirement, please submit your inquiries immediately via email but no later than **1:00 PM Eastern Standard Time, August 2, 2010** to the Contracting Officer, Ms. Tamia True at **Tamia.True@aqd.nbc.gov** and copy Contract Specialist Brian Baker at **Brian.Baker@aqd.nbc.gov**. Questions submitted by a method other than electronic mail will not be accepted or answered.

Any questions received after the previously specified cut-off date and time will not be accepted or answered. Questions with the Government’s responses will be posted on GSA E-Buy. Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to all prospective offerors. All e-mail inquiries shall have “Question – RFQ # **N10PS18444**” included in the subject line.

6. RFQ RESPONSE DUE DATE & SUBMISSION REQUIREMENT:

RFQ DUE DATE: Written responses to this RFQ shall be submitted NLT 2:00 PM Eastern Standard Time on August 23, 2010. All correspondence shall reference “Request for Quotation # N10PS18444” in the subject line.

NOTE: It is the offerors responsibility to read the RFQ and all related documents carefully and completely and to monitor the GSA E-Buy website for any updates to the RFQ on a regular basis. Additionally, it is the offerors responsibility to ensure/verify the Government receives its submission on or before the date/time specified.

SUBMISSION OF RFQ:

All submissions shall be submitted directly to **E-Buy**. Any “no-bid reply” shall be submitted via **E-Buy** and should include a brief statement as to why your company chose not to quote on the subject requirement.

7. ANTICIPATED CONTRACT TYPE:

Firm Fixed Price with a Not To Exceed (NTE) CLIN for travel.

8. SUBMISSION REQUIREMENTS: All vendors wishing to reply to this request shall respond in the following format.

SECTION NUMBER	VOLUME 1 - TECHNICAL	VOLUME 2 - PRICE
Section 1	General	Price Assumptions
Section 2	Technical Assumptions	Price (separate for each task force quoted)
Section 3	Technical Management Approach and Technical Capabilities	GSA Schedule – includes labor category descriptions and labor rates
Section 4	Technical Personnel Qualifications	DCAA Forward Pricing Rates (if available to verify G&A rates)
Section 5	Technical Organizational Experience	Preferred Payment Schedule
Section 6	Resumes	
Section 7	Past Performance	

Page Limitation: The technical submission is limited in length to **60 pages**, past performance and resumes are not included in this limitation. Pages in excess of **60 pages** will not be evaluated. Paper size should be 8.5” x 11”. A double-sided page will count as 2 pages.

***Note - Offerors shall not include any pricing related information in their technical quotes.**

8a. REQUIRED COMPONENTS OF EACH VOLUME & SECTION

NOTE: The Contractor shall submit one technical quote and a separate price quote.

(VOLUME 1)

Section 1 - General

This section shall include a cover sheet. This cover sheet shall only include the information listed below in letters a-o:

- a) Name of Vendor
- b) Address
- c) City, State, Zip
- d) Data Universal Numbering System (DUNS) Number
- e) Taxpayer Identification Number (TIN)
- f) Point of Contact
- g) Telephone Number
- h) Facsimile Number
- i) Electronic Mail Address
- j) Quotation Number
- k) Date of Quotation
- l) Federal Supply Schedule Contract Number
- m) Current Performance Period of the FSS Contract and List future FSS Option Periods separately
- n) Prompt Payment Terms
- o) Small Business Representations made by vendor at the FSS contract level

Volume 1 shall also include evidence of current CCR database registration (<http://www.ccr.gov>). Effective October 01, 2003 all vendors must be registered in CCR to received Government contracts.

Any introductory language which describes the nature of the vendor, its history, its achievements, or its areas of specialization may be included in this section.

Section 2 - Technical Assumptions

Assumptions - Offerors shall indicate, in this section only, if any *technical* related assumptions have been made, conditions have been stipulated or exceptions have been taken with the statement of work as written. If technical assumptions are not noted in this volume and this section of the quote, it will be assumed that the offerors quote reflects no technical 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, or exceptions buried within the Offerors quote.

Accordingly, any technical related assumptions listed in any other volume or section shall be null and void.

Technical Quote Sections

The following sections in the offeror's technical quote must be addressed to sufficiently demonstrate the offeror's ability, unique capabilities, and demonstrated experience to successfully support this requirement. The technical quote MUST have separate sections as outlines below:

Section 3 - Management Approach and Technical Capabilities

- 1) Discussion of the background, objectives, and work requirements of the SOW as analyzed by the Offeror;
- 2) Discussion of proposed methods and techniques for completing each discrete task, Offeror shall provide:
 - a. Project Quality Assurance Plan, and
 - b. Project Management Plan - that clearly describes project responsibilities and personnel, any proposed subcontracting arrangements, communication and coordination, scheduling of all tasks and subtasks, meetings, and deliverables. All staff needed to conduct the work and produce any required training and deliverables must be identified. The Offeror must define its management and technical approach that satisfies the requirements defined in this document
- 3) Discussion of any anticipated major difficulties and problem areas, along with creative and feasible solutions and approaches to the identified potential problem areas;
- 4) The quote must demonstrate an understanding of logistics, schedule and other miscellaneous issues of which the Government should be aware.
- 5) Clearly describe the Management & Organizational Structure - (Organization chart and Managements' Chain of Command to sponsor and support this requirement)
 - a) Identification of Managements' roles and specific responsibilities for each role
 - b) Description and definition of management methods and processes for all types of support activities
 - c) Description of resource training, skills development and certification approach
 - d) Description of management and status reporting approaches
 - e) Description of resource planning processes and procedures to support the changing needs of the environment

Section 4 - Personnel Qualifications

The quote must indicate for each of the proposed key personnel, the currency, quality and depth of experience and capabilities of working on similar projects. Similar projects must convey similarity in topic, dollar value, workload, duration and complexity. Key personnel are those individuals who are major contributors to this project, regardless of their full time or part time status. Your response must demonstrate that both your organization and proposed key personnel can successfully complete this project.

Staffing Plan - This plan shall include the following information;

- 1) Current Personnel Resources & Key Personnel - a description of your current personnel resources for this requirement, which addresses their capabilities and experience relating to the SOW.
- 2) Quotes must indicate the mix and balance of education and training of team members.
- 3) Organizational chart and anticipated resource headcount required to support the requirement.
- 4) Identification of roles and specific responsibilities for each role
- 5) Definition of the primary skill set required for each role.
- 6) Resumes and letters of commitment are required for all proposed key personnel. Resumes will include a description of the experience and capability for all key personnel proposed for your project team. Descriptions shall address such items as the individual's background, education, work experience, and accomplishments. Show the knowledge that key personnel have gained through completed and ongoing efforts that are similar in nature to this effort. Resumes are limited to two pages and MUST include the proposed labor category for the individual.
- 7) University affiliated researchers engaged through a partnering or subcontracting relationship for this requirement, if applicable.

Section 5 - Organizational Experience

The quote must provide sufficient evidence that the organization has the current capabilities that would assure performance of this requirement. The quote must also describe and define the management methods and processes followed for support activities of all types. Evidence of supporting teaming arrangements with other GSA schedule holders shall also be provided.

Section 6 - Resumes

Resumes for key personnel as identified in Section 3.

Section 7 - Past Performance

The quote must provide the organization's history of successful completion of projects including; history of producing high quality reports and other deliverables and a successful history of staying on schedule and within budget.

The quote must demonstrate the quality of cooperation of key individuals within the offeror's organization, and the quality of cooperation and performance between the offeror's organization and its clients.

The offeror shall describe its past performance directly related to contracts it has held within the last three (3) years that are similar in scope, magnitude and complexity. Offerors shall provide a minimum of three (3) relevant examples and there is no maximum amount that can be provided. The offeror shall provide the following information regarding its past performance:

- Project title
- Description of the project
- Contract and, if applicable, task order number
- Dollar value
- Type of contract (FP; LH; CPFF, etc)
- Government Agency/Organization
- COTR's name, address, and phone number
- Contracting Officer's name, address, and phone number
- Current status, e.g., completed and/or if in progress, start and estimated completion dates

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Past performance information will be utilized to determine the quality of the contractor's past performance as it relates to the probability of success for the required effort. Offerors with no relevant past performance history will not be evaluated favorably or unfavorably on past performance. Please ensure that the telephone numbers listed are correct and active for all points of contact listed prior to submission. The Government may also consider information obtained through other sources.

Use of Past Performance Questionnaire – Attachment 003

Offerors are requested to use the attached past performance questionnaire by sending the form to applicable references and requesting the references to submit the completed form directly to the Contract Specialist via e-mail -prior to the RFQ closing date. Upon completion of this form, please submit it as an e-mailed attachment to Brian.Baker@aqd.nbc.gov no later than 2:00 PM EST on August 23, 2010.

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Past performance information will be utilized to determine the quality of the contractor's past performance as it relates to the probability of success for the required effort. Offerors with no relevant past performance history will not be evaluated favorably or unfavorably on past performance. Please ensure references include correct telephone numbers and contact information. We ask that your firm follow-up with each reference to ensure they submit all surveys timely. The Government may also consider information obtained through other sources.

(VOLUME 2)

Section 1 – Price Assumptions

Offerors 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 statement of work as written. If not noted in this volume of the quote, it will be assumed that the offeror's 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, or exceptions buried within the Offeror's quote. Accordingly, any price related assumptions listed in any other volume or section shall be null and void.

Section 2 - Price Quote

Your price quote shall be a separate volume from your technical quote. The pricing shall include totals and subtotals for all columns and rows of data to include; labor hours, dollars, travel, etc. There is no page limit on the price quote.

As a result of this acquisition, the Government anticipates awarding a **Firm Fixed Price task order with NTE travel** under an FSS GSA Schedule. Your price quotation shall be based on your current GSA Schedule contract labor rates. The Government anticipates a competitive response from industry in response to this RFQ.

The government requests a discount from your GSA schedule labor rates for the base period and all options. If a discount is provided each vendor shall indicate the non-discounted GSA rate, the proposed percentage of discount and the discounted rate.

Vendors should submit their quotes on a **Firm Fixed Price basis**. The Offeror must identify the labor category(s) to be utilized for this effort, a description of the skills and experience per category, and the hourly rate(s) proposed, and any other proposed associated costs, for calculating the quoted price for this effort. Subcontractor rate information shall also be included, if applicable.

Estimate of Effort

It is expected that a non-severable contract will be awarded as a result of this RFQ. To assist you in the preparation of your proposal, the Government estimates this effort at approximately 31,320 hours over a four-year period. This information is furnished for the offeror's information only and is not to be considered restrictive for proposal purposes. One hundred percent effort is based upon a work year of 1800 hours.

To standardize the price quotation submissions, all offers shall assume Travel will be funded at a Not to Exceed total of \$165,000.00 and Other Direct Costs (ODCs) will be funded at \$80,000.00. Note that G&A may be applied to travel and ODCs. The G&A will be set and **fixed at the rate proposed at time of award. This G&A will not be subject to change.**

Section 3 - GSA Federal Supply Schedule

Volume 2 shall also include a complete copy of the GSA schedule contract terms and conditions, labor categories/descriptions, labor rates and priced items, against which the price quotation has been issued.

Section 4 – DCAA Approved Rates and Approved Forward Pricing Rates

Please provide a copy of your approved rates and forward rates, if available. This is requested to validate proposed G&A rates as appropriate.

Section 5 – Preferred Payment Schedule

Propose a preferred payment schedule along with your rationale for this schedule. In no event should invoicing be more frequent than monthly. Invoicing that is linked to tangible milestones or deliverables is preferred.

The Government intends to withhold 30% of the total price of the task order until the COTR has accepted the final deliverable. This withholding ensures that the Government receives full diligence throughout the period of performance. It also recognizes the non-severable nature of this study and places significant value upon the Final Report and final delivery of data.

9. BASIS FOR AWARD:

The Government will place an order against a schedule contract using the procedures in FAR [8.405](#), after concluding that the order represents the best value (as defined in FAR [2.101](#)) to meet the Government's needs. Award will be made to the responsible GSA FSS vendor whose quotation, conforming to this solicitation, is judged to provide the “Best Value” to the Government, all factors considered.

The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives, with a realistic and reasonable price. Technical evaluation factors are more important than price; however, between quotes that are evaluated as technically equal in quality, price will become a major consideration in selecting the successful Offeror.

The Government reserves the right to make an award to other than the low priced offeror if the superior technical submission, or the submission indicating a reduced performance risk, warrants paying a premium. Each offeror should recognize that its initial price and technical quote may be used as the sole and final basis for award and should quote accordingly. Furthermore, the Government reserves the right to award no task order at all, depending on the quality of the quotes, the availability of funding and the continued existence of the requirement.

10. EVALUATION FACTORS:

Each offeror’s submission is evaluated in accordance with the following evaluation criteria.

- **Factor A:** Management Approach and Technical Capabilities, is the most important factor and will have the most emphasis during the evaluation.
- **Factor B:** Personnel Qualifications, is the second most important factor and will have precedence over Factors C, D and E. Vendors who partner or subcontract with university affiliated researchers will be receive preference over vendors who do not partner or subcontract with university affiliated researchers.
- **Factor C:** Organizational Experience
- **Factor D:** Past Performance (both Factors C and D are less important than Factor A and B, but are equally important to each other.)
- **Factor E:** Price is the least important factor

Hierarchal Representation of Evaluation Factor Importance		
1st order of importance:	Factor A Management Approach and Technical Capabilities	
2nd order of importance	Factor B Personnel Qualifications	
3rd order of importance	Factor C Organizational Experience	Factor D Past Performance
4th order of importance	Factor E Price	

Sub-factors listed under each factor are of equal importance to each other. All technical factors are individually greater than price. However, price may become a major consideration in selecting the successful Offer as quotes gradually progress technically and become more comparable.

Should a firm receive an unacceptable overall rating in any of the technical areas, the submission may be considered to be unacceptable to meet the Government’s objectives.

Lack of adequate past performance data may result in a neutral rating for the factor.

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

The method of evaluation, as laid out above, will allow each evaluator to weigh individual factors on technical merit, allowing the Government to achieve all objectives and obtain the high technical quality at a realistic and reasonable price.

TECHNICAL QUOTE

A. Management Approach and Technical Capabilities

1. Understanding of the work, including creativity and thoroughness shown in understanding the objectives of the SOW and specific tasks, and planned execution of the project.
2. Evidence of specific methods and techniques for completing each discrete task, to include such items as quality assurance, and customer-service, as detailed in the Quality Assurance Plan and Project Management Plan.
3. Ability to address anticipated potential problem areas, and creativity and feasibility of solutions to problems and future integration of new processes and technology enhancements.
4. Degree to which the offeror's quote demonstrates an understanding of logistics, schedule, and any other miscellaneous issues of which the Government should be aware.
5. Quality and effectiveness of the proposed project Management and Organizational Structure.

B. Personnel Qualifications

1. The currency, quality and depth of experience of individual key personnel in working on similar projects. Similar projects must convey similarity in topic, dollar value, workload, duration, and complexity.
2. Quality and depth of education and experience of individual key personnel on other Projects which may not be similar enough to include in response to B.1. (Immediately above) but may be relevant.

3. The currency, quality and depth of how the Project Manager will supervise and coordinate the workforce.
4. Appropriate mix and balance of education and training of team members.
5. Use of teaming or subcontracting arrangements with university affiliated researchers.

C. Organizational Experience

1. Evidence that the organization has current capabilities to assure performance of this requirement. Evidence of supporting subcontractors, consultants and business partners will be considered.

D. Past Performance

1. The organization’s history of successful completion of projects; history of producing high quality reports and other deliverables; history of staying on schedule and within budget.
2. The quality of cooperation (with each other) of key individuals within your organization, and quality of cooperation, and performance, between your organization and its clients.
3. The organization’s specific past performance on prior similar efforts specified within the SOW.

E. PRICE QUOTE

The price quote will be evaluated based on the level and the mix of labor proposed to perform the requirement in relationship to the offeror’s quoted solution (price realism) and for price reasonableness. [FAR 8.405-2(d)]. Any costs associated with the American Recovery and Reinvestment Act Reporting Requirements should be included as part of the offeror’s firm fixed-price, as these costs are not separately priced.

11. ANTICIPATED RFQ TIMELINE

Activity	Date
Receive questions from industry	08/02/2010
Post answers to vendor questions on GSA E-Buy	08/04/2010
Receive vendor Quote submissions	08/23/2010

12. TASK ORDER PROVISIONS

**1452.215-71 USE AND DISCLOSURE OF PROPOSAL/QUOTE INFORMATION -
- DEPARTMENT OF THE INTERIOR (APR 1984)**

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposal / quotes include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal / quote contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal / quote shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal / quote constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal / quote, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal / quote, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal / quote on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal / quote."

(d) Information in a proposal / quote identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal / quote, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal / quote, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal / quote identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless

administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal / quote if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal / quote not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal / quote as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal / quote due to clerical error.

(End of provision)

**52.227-15 -- Representation of Limited Rights Data and Restricted Computer Software
(Dec 2007)**

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data--General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]—

(1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

(2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

52.233-2 -- Service of Protest (Sep 2006)

(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

Tamia True
Contracting Officer
Acquisition Services Directorate
703-964-4817 P
703-964-8440 F
Tamia.True@aqd.nbc.gov

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

(End of Provision)

13. TASK ORDER CLAUSES:

The resulting task order will include the following clauses:

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 14 days.

(End of Clause)

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: <http://www.arnet.gov>.

- a. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
- b. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
- c. 52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JUN 2010)
- d. FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUNE 1987)
- e. FAR 52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)
- f. FAR 52.227-18 RIGHTS IN DATA -- EXISTING WORKS (DEC 2007)
- g. FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)
- h. FAR 52.215-2 -- AUDIT AND RECORDS – NEGOTIATION, ALTERNATE I (MAR 2009).
- i. FAR 52.244-6 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2010)

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (July 2010)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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 (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

X (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 (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

X (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

___ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (8) [Reserved]

___ (9) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (10) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

X (11) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

X (12) (i) 52.219-9, Small Business Subcontracting Plan (July 2010) (15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

___ (13) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

X (14) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (15) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (16) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

X (19) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

X (20) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (21) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

X (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (23) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).

X (25) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).

X (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (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.)

___ (28) (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.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (30) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

___ (31) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (32) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (34) 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).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (38) 52.232.30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (41) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

X (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (43) (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.

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

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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)

(Note: all other required 52.212-5 Clauses flow down from the MOBIS Contract or if applicable are incorporated within this document).

ADDITIONAL RECOVERY ACT REQUIREMENTS

The Contractor is required to comply with all Recovery Act requirements including the reporting requirements entitled “**REPORTS ON USE OF FUNDS**” as specified within **Section 1512** of the American Recovery and Reinvestment Act of 2009.

SEC. 1512. REPORTS ON USE OF FUNDS.

(a) Short Title- This section may be cited as the `Jobs Accountability Act'.

(b) Definitions- In this section:

(1) RECIPIENT- The term `recipient'--

(A) means any entity that receives recovery funds directly from the Federal Government (including recovery funds received through grant, loan, or contract) other than an individual; and

(B) includes a State that receives recovery funds.

(2) RECOVERY FUNDS- The term `recovery funds' means any funds that are made available from appropriations made under this Act.

(c) Recipient Reports- Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains--

- (1) the total amount of recovery funds received from that agency;
- (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--
 - (A) the name of the project or activity;
 - (B) a description of the project or activity;
 - (C) an evaluation of the completion status of the project or activity;
 - (D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - (E) for infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget. (d) Agency Reports- Not later than 30 days after the end of each calendar quarter, each agency that made recovery funds available to any recipient shall make the information in reports submitted under subsection (c) publicly available by posting the information on a website.
 - (e) Other Reports- The Congressional Budget Office and the Government Accountability Office shall comment on the information described in subsection (c)(3)(D) for any reports submitted under subsection (c). Such comments shall be due within 45 days after such reports are submitted.
 - (f) COMPLIANCE- Within 180 days of enactment, as a condition of receipt of funds under this Act, Federal agencies shall require any recipient of such funds to provide the information required under subsection (c).
 - (g) GUIDANCE- Federal agencies, in coordination with the Director of the Office of Management and Budget, shall provide for user-friendly means for recipients of covered funds to meet the requirements of this section.
 - (h) REGISTRATION- Funding recipients required to report information per subsection (c)(4) must register with the Central Contractor Registration database or complete other registration requirements as determined by the Director of the Office of Management and Budget.

DIAR (Department of the Interior) CLAUSES:

1452.203-70, Restrictions on Endorsements – DOI July 1996

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or

service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

1452.224-1 Privacy Act Notification (JUL 1996) (DEVIATION)

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 D.C., at each of the regional offices of bureaus of the Department and at many public libraries.

(End of clause)

1452.233-2 Service of Protest -- Department of the Interior

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 for Acquisition and Intellectual Property, 1849 C Street, NW, Room 6456, Washington, D.C. 20240.

(End of clause)

1452.204-70 Release of Claims - Department of the Interior

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 task order. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release. The form may be found at: <http://www.doi.gov/nbc/formsmgt/forms/di137.pdf> .

(End of clause)

DIAPR 2010-18 Authorities and Delegations (May 2010)

(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. The COR for this contract will be:

[TO BE COMPLETED AT AWARD]

(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)

14. CUSTOM TASK ORDER CLAUSES:

The resultant task order will include the following custom clauses:

Custom Clause #1 - GovPay Electronic Invoicing Requirements

All payment requests must be submitted electronically through GovPay. "Payment request" means any request for contract financing payment or invoice payment by a contractor. To constitute a proper invoice, the GovPay payment request must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2008)". To ensure the timely processing of invoices GovPay uses an automated "workflow" process to route invoices for review, approvals and payment; as required by the "Prompt Payment Act".

Detailed GovPay information for use of GovPay may be obtained on the Internet at www.govpay.gov. This web site includes user manuals, training resources, instructions for registration and contact information for the GovPay help desk for additional support. All users can access reports on the status of their invoices.

Supporting documentation shall be attached to the GovPay invoice in the form of “flat files” in American Standard Code for Information Interchange (ASCII) and an Adobe PDF file. There is a 4 MB limitation on file size for these attachments, per header or line item. Facsimile, e-mail, and scanned documents are NOT acceptable electronic forms for payment requests.

GovPay uses the contractor information in the Central Contractor Registration (CCR) database as one of the components for validating contractor registration. It is the responsibility of the contractor to submit accurate and current CCR information. Failure to register and maintain CCR information, or if it has expired, been suspended, been deleted, or could not be found, will result in rejection of your invoice. An invoice submitted during the period for which information in the CCR could not be verified must be resubmitted for payment after successfully registering or updating registration in CCR. Contractors are encouraged to review their CCR information to ensure the most current information is available for GovPay.

The CCR assistance Center is available to provide assistance and answer questions. They can be reached at 1-888-227-2423 or on the web at <http://www.ccr.gov>.

[End of Custom Clause #1]

Custom Clause #1a - Supplement to the above GovPay Electronic Invoicing Requirements

Additional Invoice Requirements

For a Firm Fixed Price effort, the Contractor shall bill travel expenses no more than once monthly. Invoices will be paid upon approval and acceptance by the Government COTR. Invoices must include, as a minimum, the following information for each individual:

Travel must include the name of the traveler, travel itinerary, purpose of travel (event, exercise, workshop, etc), and any other documentation requested by the Contracting Officer for Finance/Administration. A copy of an approved travel request form (see Attachment 5 for sample) should be attached for reference. **No travel is authorized unless prior government approval from the Contracting Officer is obtained.**

The Contractor will be reimbursed for travel to provide support at a Government site or other site as may be specified and approved by the **Contracting Officer** under this effort. All travel shall be approved, by the **Contracting Officer** in writing, prior to commencement of travel. The contractor shall be reimbursed for actual allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with the Federal Travel Regulations currently in effective on date of travel. [Reference FAR 31.205-46] Travel Costs].

(End of Custom Clause #1a)

Custom Clause # 2 - Personnel Requirements

Key Personnel Definition

Certain skilled experienced professional and/or technical personnel are essential for accomplishing the work to be performed. These individuals are defined as “Key Personnel” and are those persons whose resumes were submitted and marked by the vendor as “Key Personnel”. No substitutions shall be made of accepted key personnel except for sudden illness or death, or termination of employment. Substitutions shall only be accepted if in compliance with “Substitution of Key Personnel” provision identified below.

Key Personnel Designation

For the purpose of the overall performance of this effort, the Contractor’s Project Manager shall be designated as a key person.

The Project Manager shall be the Contractor’s authorized point of contact with the Government CO and the COTR. The Project Manager shall be responsible for formulating and enforcing work standards, assigning schedules, reviewing work discrepancies, and communicating policies, purposes, and goals of the organization to subordinates.

Key Personnel Substitution

All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the COTR and the Contracting Officer at least twenty-five (25) calendar days in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer necessary to approve or disapprove the proposed substitution. An interview may also be requested. The COTR and the Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing.

Personnel Performance/Replacement

- a. The contractor shall provide a resume for each individual assigned to work on this effort.
- b. Personnel assigned to this contract will not be removed without Government Approval.
- c. The Government reserves the right to judge the technical skill and competence of the individual and to require the individual’s replacement if the individual’s qualifications or performance are judged deficient at any time with written notification.
- d. The Government reserves the right to judge the qualifications and acceptability of any individual proposed by the contractor for any position, and may require the contractor to replace an individual whose qualifications and suitability are judged deficient with written notification.

- e. The Government requires from the contractor to identify key personnel for the total period of the project. The execution of project tasks will be subject to the precise assignment of specific individuals identified as key personnel. The contractor must ensure the continued assignment of personnel from project start to project finish. In the event an individual become incapacitated or leaves the company, it is the responsibility of the contractor to have qualified and/or cleared (if required) individuals on staff to accomplish the task with a minimal learning curve.
- f. For temporary and/or permanent replacement personnel, the contractor shall provide a resume for each individual prior to that individual's reporting for work on this effort.

(End of Custom Clause #2)

Custom Clause # 3 - 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 COTR. 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 COTR and guarantee such restored work to the same extent as it was guaranteed under the other contract.

(End of Custom Clause #3)

Custom Clause # 4 - 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 for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause in any subcontract of consultant agreement hereunder.

(End of Custom Clause #4)

Custom Clause # 5 - Post Award Evaluation of Contractor Performance

Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this effort in accordance with FAR Subpart 42.1500. A final performance evaluation will be prepared, by the COTR, at the time of completion of work. In addition to the final evaluation, interim evaluations may be prepared, by the COTR, annually to coincide with the anniversary date of this effort.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty (30) calendar days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: <http://cpscontractor.nih.gov>.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the contracting official in the event the primary contact is unavailable to process the evaluation within the required thirty (30) calendar day time frame.

(End of Custom Clause #5)

Custom Clause # 6 - Identification/ Building Pass

- a) The Contractor must make their personnel available for photo identification badges on a schedule to be determined by the Contracting Officer's Representative (COR). The badges will be made by the Government utilizing supplies, materials and equipment

provided by the Government. Each Contractor employee must sign the appropriate badge at the time of photographing.

- b) The Contractor is responsible for ensuring that each of his/her employees performing work under this task order display their photo-identification badges at all times they are present on-duty in the building. Refusal or repeated neglect to display the photo-identification may result in an unsuitability determination.
- c) Upon termination, resignation or other event leading to a task order employee leaving duty under this task order, the Contractor is responsible for returning all Government identification, building passes, keys, and other Government property issued to that employee. Failure on the part of the Contractor may result in the Contractor's liability for all costs associated with correcting the resultant breach in building security. The Contractor must notify the COR when the employee badges are lost. It will be the responsibility of the Contractor to pay for replacement badges at the current replacement cost per badge.
- d) If applicable, the requirements of this clause are applicable to and must be flowed down to all subcontractors who will work at the Government (or name of client specific facility) facilities.

(End of Custom Clause #6)

Custom Clause # 7 – Government Withholding a Percentage of Task Order Award Value Pending Acceptance of Final Deliverable

Because the Government will not receive the full benefit of the project during the on-going performance of this Firm Fixed Price, non-severable contract, and to acknowledge the key benefits will be obtained upon acceptance of the final deliverables, the Contracting Officer will withhold a balance of **30%** of the total contract value until:

- a) the Contracting Officer has determined that the Contractor has delivered all reports, disclosures, and other information required by the contract, including the final deliverables, and
- b) the COTR has accepted all deliverables, and
- c) the COTR and the Contracting Officer have determined that all deliverables are free of deficiencies.

(End of Custom Clause #7)

Clause # 8 – Confidentiality and Disclosure of Information

Confidentiality: All information regarding the procedures developed under this task order will be regarded as sensitive information by the Contractor and not be disclosed to anyone outside the Contractor's organization without the written permission of the Contracting Officer. All contractor employees supporting the Government on this project will be required to sign a statement of non-disclosure applicable to this task order.

Release of Data: The contractor and/or contractor personnel shall not divulge or release any data or information developed or obtained in performance of this effort without the written approval of the Contracting Officer (CO). The contractor shall not use, disclose, or reproduce proprietary data that may or may not carry a restrictive legend, other than as required in the performance of this effort.

Disclosure of Sensitive Information: Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

Limited Use of Data: Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

(End of Custom Clause #8)

CONTRACT AWARD

Contract award shall be made to the responsible Offeror whose quote, in conforming to this RFQ, provides the overall best value to the Government, technical evaluation factors, and cost considered. The Government's objective is to obtain the highest technical quality considered necessary to achieve the project objectives, with a realistic and reasonable price. Technical evaluation factors are more important than price. As quotes become technically closer, price will become a major consideration in selecting the successful Offeror.

Tamia True
Contracting Officer

Attachments:

- #001 – Statement of Work
- #002 – Vendor verification of appropriate use of the GSA FSS Schedule
- #003 – Past Performance Questionnaire
- #004 – Travel Request Form



Attachment # 002

RFQ #: N10PS18444

RFQ Title:

**Broadband Technology Opportunities Program (BTOP)
Evaluation Study**

**For the
National Telecommunications and Information Administration**

Subject: Vendor verification of appropriate use of the GSA FSS Schedule.

I hereby verify that the price quote is submitted in accordance with our GSA FSS schedule contract number: _____ and is within the scope of the referenced GSA schedule contract.

Signature: _____ Date: _____

Print Full Name _____

Position Title: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____



ACQUISITION
 SERVICES DIRECTORATE
 Herndon

Attachment # 004 - RFQ #: N10PS18444 - - - REQUEST FOR TRAVEL FORM

RFQ Title: **Broadband Technology Opportunities Program (BTOP) Evaluation Study**

1. Reference Contract Number: _____
2. Company Name: _____
3. Individual Requesting Travel: Name/Date: _____
4. Description of Travel – what will be accomplished/to be supported:

5. Place of Travel: (City, State, Facility name): _____
6. Number of Contractor Employees traveling: _____
7. Name of Contractor Employees Traveling: _____
8. Total Days Required for Travel (includes travel and working days): _____
9. Indicate Number of Travel Days: _____
10. Indicate Number of Actual Work Days: _____
11. Indicate Number of Overnight Stays required: _____
12. Rental Car Required? YES / NO
13. Total Estimated Travel Amount: _____

COTR AUTHORIZATION

Name: _____ Address: _____
 Title: _____ State & Zip: _____
 Phone Number: _____ Fax Number: _____
 E-mail: _____

COTR Authorization Signature

Date