



Date: November 21, 2008

To: Only 8(a) Small Businesses

From: Acquisition Services Directorate (AQD) – NBC/Department of the Interior

Subject: Request for Proposal (RFP) – RFP/ Solicitation No. 21039

Acquisition Services Directorate (AQD) is issuing this competitive RFP/Solicitation No. 21039 to 8(a) Contractors for the purpose of entering into a Contract under the NAICS Code 541513, Computer Facilities Management Services. This requirement from the U.S. Department of Agriculture (USDA), Foreign Agricultural Service (FAS) calls for 8(a) contractors who have Top-Secret (TS) Facility Clearance and are able to demonstrate that they have staff with TS clearances who are qualified to work on the Infrastructure Management Services contract.

This acquisition is being conducted utilizing Part 12 and 15 of the Federal Acquisition Regulation, in accordance with Subpart 19.5 of the Federal Acquisition Regulation.

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.

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

**Request for Proposal Instructions:**

- ❖ All offerors shall certify in writing that their proposed solution falls within the scope of the referenced Performance Work Statement (PWS) requirements.

**1. SERVICES REQUIRED:**

This requirement is for services on a Time and Materials basis. The majority of the services shall be provided on the government site. Travel is required to the 90 offices around the world, including 3 regional hub-sites located in Brussels, Tokyo, and Buenos Aires, and the FAS Continuity of Operations (COOP) site in Kansas City.

**2. PERIOD OF PERFORMANCE:**

The period of performance for this acquisition shall be from date of award for a period of one (1) year, hereto referred to as the Base Period. This effort will include two (2) option years hereto referred to as Option Periods, which may be unilaterally exercised by the government. The effort will include two (2) award terms, each award term will not exceed one year in duration.

**3. SPECIFIC REQUIREMENTS:**

Performance Work Statement (PWS) is contained in Attachment #001.

**4. QUESTIONS:**

If you have questions regarding this requirement, please submit your inquiries immediately via email but no later than 4:00 PM Eastern Daylight Time, Tuesday, 2 December 2008 to [Mike.McGuire@aqd.nbc.gov](mailto:Mike.McGuire@aqd.nbc.gov) and [Valerie.Green@aqd.nbc.gov](mailto:Valerie.Green@aqd.nbc.gov). Questions submitted by a method other than electronic mail shall not be accepted and shall not be 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 to <http://www.aqd.nbc.gov/>. 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 – RFP # 21039” included in the subject line.

**5. RFP DUE DATE & SUBMISSION REQUIREMENT:**

**RFP DUE DATE:** Written responses to this RFP shall be submitted NLT 4:00 pm Eastern Standard Time on Monday, 22 December 2008. All correspondence shall reference “Request for Proposal #21039” in the subject line. NOTE: It is the offerors responsibility to read the RFP and all related documents carefully and completely and to monitor the <http://www.aqd.nbc.gov/> for any updates to the RFP 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 RFP:**

All submissions shall be submitted directly to [Mike.McGuire@aqd.nbc.gov](mailto:Mike.McGuire@aqd.nbc.gov) and [Valerie.Green@aqd.nbc.gov](mailto:Valerie.Green@aqd.nbc.gov).

**6. ANTICIPATED CONTRACT TYPE:**

Time and Materials

Initial award will be a Time and Materials type contract. However, as the Contract progresses and the requirements are more defined, the Contract type may be negotiated to a Firm-Fixed-Price Contract.

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

<b>Volume # &amp; Contents / Section #</b>	<b>VOLUME 1 - TECHNICAL</b>	<b>VOLUME 2 - PRICE</b>
<b>Section 1</b>	<b>General</b>	<b>Price Assumptions</b>
<b>Section 2</b>	<b>Technical Assumptions</b>	<b>Price</b>
<b>Section 3</b>	<b>Technical</b> (a) Management Approach and Technical Capabilities (b) Personnel Qualifications (c) Organizational Experience	
<b>Section 4</b>	<b>Resumes</b>	
<b>Section 5</b>	<b>Past Performance</b>	

**Page Limitation:** The technical submission is limited in length to 30 pages; supporting material is not included in this limitation. Pages in excess of 30 pages will not be evaluated. Paper size should be 8.5" x 11". A double-sided page will count as 2 pages. The Government will not count the following documents toward the 25 page limit:

- Charts, Tables and Graphs (when on separate pages);
- Letter of Transmittal (cover letter)
- Title Pages;
- Divider Pages;
- Table of Contents; or
- List of Exhibits

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

## **7a. REQUIRED COMPONENTS OF EACH VOLUME & SECTION**

### **(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-m:

- 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) Proposal Number
- k) Date of Proposal
- l) Prompt Payment Terms
- m) Small Business Representations

Volume 1 submission 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 receive 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 performance work statement as written. If technical assumptions are not noted in this volume and this section of the proposal, it will be assumed that the offerors proposal reflects no technical or 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 Offerors

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

### **Section 3 - Technical Proposal**

The following areas in the offerors technical proposal must be addressed to sufficiently demonstrate the offeror ability, unique capabilities, and demonstrated experience to successfully support this requirement.

- (a) Management Approach and Technical Capabilities
- (b) Personnel Qualifications
- (c) Organizational Experience

### **Section 4 - Resumes**

Resumes for key personnel as identified in Section 10.

### **Section 5 - Past Performance**

The proposal must provide the organizations 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 proposal must demonstrate the quality of cooperation of key individuals within the offerors organization, and the quality of cooperation and performance between the offerors 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. 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
- A brief narrative about the odds of the Government or organization hiring the contractor in the future;

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.

**The COTR and or CO on RFPs will call the references listed in proposal on larger type acquisitions, the CO should coordinate this effort with the references – NOT the vendor: Additionally, the Offeror shall ensure that the Past Performance Inquiry (Attachment #002) will be completed by three (3) separate customers and returned by the customers to the Contract Specialist via email no later than the closing date of the RFP (Reference Section 5 of the RFP). Past Performance information received after the RFP closing date will not be considered by the Government.**

## **(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 proposal, it will be assumed that the offerors proposal 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 Offerors proposal. Accordingly, any price related assumptions listed in any other volume or section shall be null and void.

### **Section 2 - Price Proposal**

Your price proposal shall be a **separate volume** from your technical proposal. The pricing shall include totals and subtotals for all columns and rows of data to include; labor hours, dollars, ODC and travel, etc.

As a result of this acquisition, the Government anticipates awarding a Time and Material contract. The Government anticipates a competitive response from industry in response to this RFP.

Vendors should submit their proposals on a Time and Material basis. A separate price summary shall be provided for the base period and each option period. A cumulative summary price shall be submitted, to be inclusive of the base period and all option periods. 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 proposal price for this effort. Subcontractor rate information shall also be included, if applicable.

The vendor shall also provide a listing of all anticipated other direct costs (ODC's), travel costs and G&A rates on travel. Note G&A may only be applied to travel and shall not be applied to ODC's. The G&A will be set and fixed at the rate proposed at time of award for base and all option periods. This G&A will not be subject to change.

- The vendor is required to manage this requirement to the proposed solution labor category ceilings. Therefore, the labor category ceilings shall be maintained for each period of performance. This requirement is not issued with the assumption that the vendor will only manage to the period of performance ceilings – this assumption shall be rejected by the government.

## **8. BASIS FOR AWARD:**

The Government will place an contract with an 8(a) firm using the procedures in FAR 12, 15, and 19.5, after concluding that the contract represents the best value (as defined in FAR 2.101) to meet the Government's needs. Award will be made to the responsible vendor whose proposal, 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 proposals 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 proposal may be used as the sole and final basis for award and should propose accordingly. Furthermore, the Government reserves the right to award no contract at all, depending on the quality of the proposals, the availability of funding and the continued existence of the requirement.

## **9. EVALUATION FACTORS:**

Each offeror's submission is evaluated in accordance with the following evaluation criteria. Factors A. Management Approach and Technical Capabilities, B. Personnel Qualifications, C. Organizational Experience, and D. Past Performance are of equal importance. Factor E. Price, is less important. Sub-factors listed under each factor are of equal importance to each other.

### **TECHNICAL PROPOSAL**

#### **A. Management Approach and Technical Capabilities**

1. A sound technical proposal that clearly demonstrates a comprehensive understanding of the objectives and how implementation of the proposed solutions will deliver timely, standard, stable, reliable, secure, flexible, responsive, compliant, and cost effective services to meet the needs of FAS infrastructure users.
2. A sound technical approach for tool integration and uniformed reporting capabilities. This consists of evaluating the offerors plan to (1) consolidate and upgrade existing set of tools with an overall objective to simplify the current infrastructure support environment/operation and (2) unify reporting methodology so that FAS staff is promptly alerted of any incidents that disrupt and/or negatively impact any of the required services with the option to peruse more detailed reports if desired.
3. A sound partnering approach to management that demonstrates the ability to aggressively identify and apply information technology solutions to FAS processes.
4. Degree to which the offerors proposal demonstrates an understanding of logistics, schedule, and any other miscellaneous issues in which the Government should be aware.
5. Quality and effectiveness of the allocation of personnel and resources.

6. Ability to address anticipated problem areas, and creativity and feasibility of solutions to problems and future integration of new processes and technology enhancements.

## **B. Personnel Qualifications**

1. Highly qualified and experienced personnel with a proven track record of success in providing large, enterprise-wide managed services under performance-based arrangements.
2. The availability, level of experience, education, certifications, technical skill, and competency of key personnel assigned including ITIL or equivalent certifications, and their roles and responsibilities to achieve the objectives of the PWS. The Government will evaluate the contractor availability to demonstrate their plan for staffing and managing the services required in the PWS.
3. Active and continuing participation and involvement of senior corporate executives in ensuring the success of this program.
4. Appropriate mix and balance of education and training of team members.
5. Top-Secret Clearances for technically qualified personnel, when necessary.

## **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.
2. Appropriate mix and balance of education and training of team members.
3. The Contractor's validated process and procedures that ensure high quality performance, e.g., ITIL or equivalent certification, ISO 9000 type or other quality certifications, Software Engineering Institute (SEI) Capability Maturity Model level two or higher certification for Software Development, additional SEI CMM certifications (e.g., systems engineering, acquisition, information assurance, and integration) etc.
4. The ability to successfully manage in a performance based contract environment and operate in state of continual process, customer satisfaction and economic improvements.

## **D. PAST PERFORMANCE**

1. The organizations 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. Clear lines of communication between the Contractor's

team and the Government for timely problem identification, mitigation and resolution.

3. The organizations specific past performance on prior similar efforts specified within the PWS.

#### **E. PRICE PROPOSAL**

The price proposal will be evaluated based on the level and the mix of labor proposed to perform the requirement in relationship to the offerors proposal solution and for price reasonableness.

### **10. TASK ORDER PROVISIONS**

#### **Provision Incorporate by reference:**

- a FAR 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JUNE 2008)
- b FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JUN 2008)

#### **1452.215-71 USE AND DISCLOSURE OF PROPOSAL/PROPOSAL 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 / proposals 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 / proposal 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 / proposal shall be marked with the following legend:

"The information specifically identified on pages   X   of this proposal / proposal 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 / proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal / proposal, 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 / proposal 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 / proposal."

(d) Information in a proposal / proposal 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 / proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal / proposal, 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 / proposal 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 / proposal 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 / proposal 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 / proposal 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 / proposal due to clerical error.

(End of provision)

#### **52.217-5 -- Evaluation of Options. (Jul 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

#### **52.203-2-- Certificate of Independent Price Determination (Apr 1985)**

(a) The offeror certifies that –

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

### **52.212-2--Evaluation -- Commercial Items (Jan 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(a) Management Approach and Technical Capabilities

(b) Personnel Qualifications

(c) Organizational Experience

(d) Past Performance

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Technical and past performance, when combined, are more important than price

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

**11. TASK ORDER CLAUSES:**

The resulting contract 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)

**52.217-9 -- 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; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 Years.

(End of Clause)

**52.219-17 Section 8(a) Award. (Dec 1996)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended ([15 U.S.C. 637\(a\)](#)).

(2) Except for novation agreements and advance payments, delegates to the The Department of the Interior/ Acquisition Services Directorate the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Department of the Interior/ Acquisition Services Directorate Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Department of the Interior/ Acquisition Services Directorate.

(End of clause)

**52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns. (June 2003)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The \_\_\_\_\_ [*insert name of SBA's contractor*] will notify the \_\_\_\_\_ [*insert name of contracting agency*] Contracting Officer in writing immediately upon entering an

agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS. (Oct 2008)**

**As prescribed in 12.301(b) (4), insert the following clause:**

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

\_\_\_ (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).

\_\_\_ (2) 52.219-3, Notice of Total HUB Zone Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUB Zone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (4) [Reserved]

**X (5) (i) 52.219-6, Notice of Total Small Business Set-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.

\_\_\_ (6) (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 (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d) (2) and (3)).**

\_\_\_ (8) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2007) (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.

**X (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a) (14)).**

\_\_\_ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d) (4) (F) (i)).

\_\_\_ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (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.

\_\_\_ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

\_\_\_ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a) (2)).

**X (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).**

\_\_\_ (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2007) (E.O. 13126).

**X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).**

**X (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).**

**X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).**

**X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).**

**X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).**

\_\_\_ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

**X (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).**

\_\_\_ (ii) Alternate I (Aug 2007) of 52.222-50.

\_\_\_ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c) (3) (A) (ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i) (2) (C)).

\_\_\_ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (27) (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.

\_\_\_ (28) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

\_\_\_ (29) (i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

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

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

\_\_\_ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (34) 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)).

\_\_\_ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

**X (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).**

\_\_\_ (37) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

**X (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).**

\_\_\_ (40) (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:**

\_\_ (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) (Nov 2006) (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 (Feb 2002) (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 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, 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.

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

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

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

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

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 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.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 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)

#### **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 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)
- b FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984) Applicable to All Years
- c FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)
- d FAR 52.252-6 AUTHORIZED DEVIATION IN CLAUSES (APR 1984)
- e FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2008); Alternate 1 (OCT 2008)

#### **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 (JUL 1996) (DEVIATION)**

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 Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

(End of clause)

**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 (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)

**12. CUSTOM CONTRACT CLAUSES:**

The resultant contract will include the following custom clauses:

**Custom Clause #1 - Incremental Funding and Funds De-obligation Clause**

(1) The contract specifies the amount presently available for payment by the Government and allotted to this contract and the items covered. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(2) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(a) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(b) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the amount then allotted to the contract by the Government.

(3) The Government may de-obligate funds as long as funds are still available in the contract for contractor's continuing performance.

(End of Custom Clause #1)

### **Custom Clause #2 - 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 2003)". 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](http://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 #2]

### **Custom Clause #3 - 508 COMPLIANCE**

The Industry Partner shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The Industry Partner should review the following websites for additional 508 information:

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>

<http://www.access-board.gov/508.htm>  
<http://www.w3.org/WAI/Resources>

[End of Custom Clause #3]

**Custom Clause #4 – Organizational Conflict of Interest**

(a) The Contractor warrants that, to the best of the Contractor's knowledge 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.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make 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.

(c) Remedies - The Contracting Officer may terminate this contract 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 default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including the paragraph (d), in any subcontract of consultant agreement hereunder.

[End of Custom Clause #4]

**13. CONTRACT AWARD**

Contract award shall be made to the responsible Offeror whose proposal, in conforming to this RFP, 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 proposals become technically closer, price will become a major consideration in selecting the successful Offeror

Sincerely,

\_\_\_\_\_  
Tonya Lovelace  
Contracting Officer

**Attachments:**

PWS (#001)  
Past Performance Inquiry (#002)  
Quality Assurance Surveillance Plan (#003)