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SECTION 1 – REQUEST FOR QUOTE

Request for Quotation (RFQ) 1581247 begins on eBay website for GSA MAS Schedule -Information Technology Category 54151S – Information Technology Professional Services and continues with this document.

The Department of the Interior (DOI), Office of the Secretary (OS), Interior Business Center (IBC), Acquisition Services Directorate (AQD), on behalf of its customer, National Indian Gaming Commission (NIGC), is requesting quotations from all GSA MAS Schedule - Information Technology Category 54151S – Information Technology Professional Services contract holders.

The Government requests a discount on these services. Quotations must be submitted via email to the Contract Specialist prior to the day and time designated.

Amendment 0002

The terms “proposal” and “quote” are used interchangeably throughout the solicitation documents.

Amendment 0002

1.1 ORDER TYPE

The solicitation will result in the award of a Blanket Purchase Agreement (BPA) contract, with Firm Fixed Price or Time and Materials / Labor-Hour Call Orders after receipt and evaluation of proposals.

1.2 SET-ASIDE

This requirement is set aside for small business. The NAICS code is 541519, Other Computer Related Services with small business size standard \$30 million.

Amendment 0004

1.3 PERIOD OF PERFORMANCE

The period of performance is a Base Period of 12 months, followed by 4 option periods, each 12 months in length. The estimated period of performance dates are as follows:

PERIOD	DATES OF PERFORMANCE
Base Period	11/30/2022 – 11/29/2023
Option Period 1	11/30/2023 – 11/29/2024
Option Period 2	11/30/2024 – 11/29/2025
Option Period 3	11/30/2025 – 11/29/2026
Option Period 4	11/30/2026 – 11/29/2027
If needed, 52.217-8 Extension	11/30/2027 – 05/30/2028

Amendment 0004

1.4 QUOTE RESPONSE INFORMATION

Amendment 0004 (due date is revised)

Questions will be accepted until 2:00 p.m. Eastern Time on Monday October 17, 2022.

The proposal must be emailed and is due no later than Friday, November 4, 2022 by 10:00 a.m. Eastern Time.

Proposals shall be good for 90 days from proposal due date.

Amendment 0004

Amendment 0002 (email address is corrected)

Include **RFQ1581247** in the subject line of your email. Submit questions and the proposal to the Contract Specialist, Sarah Ignacio, at sarah_ignacio@ibc.doi.gov.

Point of Contact: Sarah Ignacio, sarah_ignacio@ibc.doi.gov. Phone: (571) 206-8882.

Amendment 0002

[End of Section 1]

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SECTION 2 - SERVICE TYPE AND PRICES

2.1 CONTRACT TYPE

This is a Commercial Services Blanket Purchase Agreement (BPA) contract. All services will be obtained through the issuance of call orders, which will be either Firm Fixed Price and/or Time and Materials / Labor-Hour. The determination for the contract type will be made at the call order level. Call orders will be issued by a Contracting Officer with the Department of Interior/Interior Business Center, Acquisition Services Directorate.

2.2 SERVICES AND SUPPLIES

The required services of the Statement of Work shall be provided in accordance with the requirements specified in Section 3. Descriptions and Specifications and will be specifically detailed in individual call orders.

2.3 ORDER RATES

See Attachment A – BPA Pricing Table, Tab A BPA Pricing, Tab B Call Order 1 Pricing, Tab C Call Order 2 Pricing

2.4 BPA MAXIMUM CEILING VALUE

The estimated value of all orders against this BPA shall not exceed \$3,000,000 over 5 years, including any extensions under FAR 52.217-8.

[End of Section 2]

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SECTION 3 – STATEMENT OF WORK

3.1

**BPA STATEMENT OF WORK
NIGC IT SUPPORT SERVICES**

Introduction

The National Indian Gaming Commission (NIGC) was created by Congress through the Indian Gaming Regulatory Act of 1988 (P.L. 100-497). The NIGC's mission is to (1) promote tribal economic development, self-sufficiency, and strong tribal governments; (2) maintain the integrity of the Indian gaming industry; and (3) ensure that Tribes are the primary beneficiaries of their gaming activities.

Amendment 0003

NIGC consists of approximately ~~130~~ **103** personnel, spread across eight regional offices in Washington, DC, Portland, OR, Sacramento, CA, Phoenix, AZ, St. Paul, MN, Oklahoma City, OK, Tulsa, OK, and Rapid City, SD.

The IT Support Staff BPA will service the 103 NIGC personnel only.

Amendment 0003

Objectives

The NIGC is committed to making the best use of its resources and providing information on industry technology trends and best practices. The NIGC Division of Technology (DoT) is the core operation and centralized at the NIGC headquarters office in Washington, DC and responsible for providing Information Technology services and support to eight regional locations throughout the continental United States. The DoT team manages a complex enterprise computing and communications environment, and supports MS OS Laptops, Apple OS iPads and iPhones, Internet edge firewall service, on-site and remote office technical support, Internet access, site-to-site and encrypted Virtual Private Network (VPN), mission critical applications, VMWare, SQL Server database, MS365, and MS Azure Government (MAG) Cloud environments.

Amendment 0003

Key Personnel

Key personnel are those Contractor personnel considered to be essential to contract performance and subsequent orders. Key personnel may only be replaced with the approval of the government's contract COR and CO, in accordance with the terms and conditions set forth in the BPA. If the government determines that certain personnel are "key" to successfully complete an order, they will be designated as "Key Personnel" at the call order level. Key Personnel at the call order level are defined as follows:

- Personnel identified in the Proposal as key individuals to be assigned for participation in the performance of the Call Order
- Personnel whose resumes were submitted with the Proposal at the Call Order level; or

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- Individuals who are designated as key personnel by agreement between the government and the Contractor during Call Order negotiations.

Amendment 0003

Substitution of Key Personnel:

The Contractor shall notify the CO and COR prior to making any changes in Key Personnel. No changes in Key Personnel will be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel are equal to, or better than the qualifications of the Key Personnel being replaced. All proposed substitutes shall have qualifications equal to, or higher than the qualifications of the person to be replaced. The CO shall be notified in writing of any proposed substitution at least thirty (30) calendar days in advance of the proposed substitution. Such notification shall include:

- An explanation of the circumstances necessitating the substitution;
- A complete resume of the proposed substitute; and,
- Any other information requested by the CO to enable him/her to determine whether the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

The Contracting Officer will evaluate substitutions at the contract level and at the call order level. Such requests will be evaluated and the contractor will be promptly notified of the Contracting Officer's approval or disapproval in writing. All disapprovals will require resubmission of another substitution within fifteen (15) calendar days by the Contractor.

Amendment 0004

The contractor will support DoT at the Washington, DC facility. **Use remote access/control software from Headquarter Region to troubleshoot user problems and refer to NIGC FTE software or hardware problems that cannot be corrected over the phone or via remote control software.** NIGC is looking for the best possible technical solution in the following areas of support in this contract:

1. Help Desk Support Services
2. Database Administration Services (Microsoft SQL Server)
3. Disaster Recovery Analytics
4. LAN Administrator
5. Network Engineer
6. Network Engineer - Senior - Active Directory
7. Network Systems Administrator
8. Website Developer
9. Business Analyst – Technical
10. Technical Writer

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NIGC also seeks other non-technical support staff in the following areas:

1. Business Analyst – Non-Technical
2. Administrative Assistant
3. Records Management Analyst
4. FOIA Specialist

Amendment 0004

Transition Plan

The awarded contractor will submit a transition plan to the Contracting Officer within 5 days of award. The plan will cover the processes for transitioning personnel and tasks to the awarded contractor.

Amendment 0004

Training

Contractor is responsible for ensuring support staff remain trained to support the hardware and software used in the NIGC. The government will provide 60 days of notice before a new system is placed into production to allow contractor to obtain adequate training. All training costs shall be borne by contractor.

Amendment 0004

Description of Support and Services:

The contractor will support the NIGC DoT teams with:

1. Help Desk Support Services
 - a. Service Desk Incident initial point of contact to log, resolve and document end-user problem
 - b. Technical Support for Mobile Devices, Audio visual, and video teleconference equipment
 - c. Technical refresh support, involving deployment of new laptop hardware, operating system upgrades, and specialized software installation
 - d. Customer equipment relocation support and inventory

2. Microsoft SQL Server Database Administration Services
 - a. Manage SQL Server databases
 - b. Maintain database servers and processes
 - c. Monitor and tune system health and performance
 - d. Ensure high levels of performance, availability, sustainability and security
 - e. Analyze, solve, and correct database issues and errors
 - f. Provide suggestions for solutions
 - g. Refine and automate regular processes, track issues, and document changes

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- h. Assist developers with query tuning and schema refinement
- i. Perform scheduled maintenance and support release deployment activities
- j. Develop processes for optimizing database security
- k. Create and manage database reports, visualizations, and dashboards

3. Disaster Recovery Analytics

- a. Assists in implementing and maintaining policies and procedures and programs for ensuring the security and integrity of data, databases, information systems and technology.
- b. Perform risk management analysis
- c. Assists with creation and management of business continuity, contingency and disaster recovery plans.

4. LAN Administration

- a. Assists with development and executes testing processes used to validate disaster recovery plans for the prompt restoration of services. LAN/WAN Administration
- b. Responsible for maintaining the LAN/WAN for NIGC
- c. Plan and implement network security, set up firewalls, manage host security, apply cryptography to network applications, and regulate file permissions.
- d. Investigate, recommend, and install enhancements and operating procedures that regulate network availability.
- e. Support operating capability of networks, both wireless and wired.
- f. Respond to unplanned events that adversely affect the network or computing environment.
- g. Configure, maintain and troubleshoot LAN/WAN related hardware and software
- h. Test, evaluate and recommend selections of standard LAN/WAN components
- i. Design, analyze and implement LAN/WAN equipment and design cost effective system configurations
- j. Maintain and optimize the health and efficiency of end-user systems.

5. Network Engineer Services

- a. Plan and setup the network architecture
- b. Oversee network infrastructure and monitor system reliability and performance.
- c. Manage, maintain, troubleshoot, and support network infrastructure
- d. Design, analyze and implement network equipment and design cost effective system configurations
- e. Monitor network performance to determine if adjustments need to be made.
- f. Protect data, software, and hardware by coordinating, planning and implementing network security measures.

6. Network Engineer – Senior - Active Directory Services

- a. Setup and maintain an NIGC Active Directory
- b. Plan and design Group Policy Objects as requested to ensure compliance of NIGC policies for servers and user end-point devices
- c. Troubleshoot and resolve Active Directory, GPO, Active Directory Federated Services, and password/identity management systems
- d. Assist in management and support of internal and external DNS systems. Assist in management and support of internal DHCP architecture and scoping.

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- e. Create and update technical documentation of operating procedures as needed.
- f. Collaborate in assessing current and expected Windows infrastructure needs, configuration, maintenance, optimization and documentation of Windows infrastructure
- g. Perform daily operations to include Active Directory management, monitoring and reviewing system logs

7. Network Systems Administration

- a. Install, configure, test and maintain servers, SAN, and related networking equipment.
- b. Perform critical data backups and secures data according to established procedures
- c. Install firmware and security updates on servers, printers, and related networking equipment
- d. Create scripts for automation of common tasks
- e. Analyze equipment performance records in order to determine the need for repair or replacement

8. Web Developer

- a. Build and optimize secure web pages
- b. Provide support for site development and web pages
- c. Provide support for one or more web sites
- d. Code and script applications
- e. Performs ongoing maintenance and routine site audits
- f. Communicates with team members and management regarding website design

9. Business Analyst - Technical

- a. Analyzes business processes and develops both technical and non-technical solutions to improve processes.
- b. Identifies, analyzes, and documents business requirements.
- c. Uses process improvement, reengineering methodologies, and internet-related methodologies and principles to provide recommendations and proposals for modernization projects.
- d. Provides recommendations and supports transitioning of legacy or inefficient processes and applications through improved use of technology and/or automated processes.
- e. Supports activities such as data modeling, development of modern business methods, identification of best practices, and creating and assessing performance measurements.
- f. Provides group facilitation, interviewing, training and additional forms of knowledge transfer.
- g. Coordinates meetings between multiple project teams to ensure organization-wide integration of reengineering efforts and application of best practices.

10. Technical Writer

- a. Researches and writes professional documents, including program reports and procedures, documentation, and training materials.
- b. Identifies, analyzes, and documents business requirements.
- c. Provides analysis and compilation of diverse policy, technical, statistical, demographic, and financial information.
- d. Develops and edits professional documents for content, format, flow and integrity in conformance with best practices.

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- e. Determines the suitability of material for target audience and develops documentation accordingly.
- f. Will support projects from planning stage and develops additional or missing materials as required

11. Business Analyst – Non-Technical

- a. Analyzes business processes and develops solutions to improve processes.
- b. Identifies, analyzes, and documents business requirements.
- c. Provides recommendations and supports transitioning of legacy or inefficient business processes.
- d. Identifies and analyzes industry or geographic trends to understand business strategy implications.
- e. Provides group facilitation, interviewing, training and additional forms of knowledge transfer.
- f. Coordinates meetings between multiple project teams to collect and ensure requirements are understood by business stakeholders.

12. Administrative Assistant

- a. Responsible for providing secretarial/clerical support services to staff.
- b. Provides support in word processing, photocopying, scheduling, administrative reporting, supply ordering, management, and messaging.
- c. Performs administrative duties in a staff activity.
- d. Performs specialized assignments relating to typing, word processing, graphics illustration using computers with very little direction.
- e. Maintains personnel and other files and prepares correspondence and meeting schedules.
- f. Assists in the preparation of training documents and supports the development of deliverables and reports.

13. Records Management Analyst

- a. Assists with and provides comments and recommendations on records management policies in order to help develop, establish, manage, and maintain records.
- b. Assist in the review and development and review of filing and retrieval systems for organizational records in all media.
- c. Maintain records, reviews records for completeness and accuracy.
- d. Compiles data for reports, transcribes reports, and maintains indexes.
- e. Assist staff in special studies or research projects.

14. FOIA Specialist

- a. Manage the flow of FOIA/PA correspondence and requests.
- b. Assist in the development of analyses and reports associated with the FOIA and PA processes.
- c. Develops forms and processes to help facilitate information from requesters.
- d. Handles and provide status updates to existing requesters.
- e. Ensure that processes are in place to process and complete cases promptly.
- f. Ensure that all work is performed in accordance with FOIA policies, procedures, and guidelines.

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Skills Needed:

Labor Category #1 Help Desk Support Services Specialist

- Minimum 5 years of IT support experience
- Strong customer service
- Strong problem-solving skills
- Strong communication skills
- IT support
 - Imaging and support of Windows laptop and desktop PCs
 - Support of Printers and Scanners
 - Installation, setup and troubleshooting of engineering and accounting software applications
 - Apple iPhone and iPad support
 - Samsung Galaxy and Note smartphones support
 - Personal cellular hot spots

Labor Category #2 Database Administrator

- Minimum 5 years SQL Server experience
- Strong customer service skills
- Knowledge of Microsoft SQL database technologies
- Knowledge of all Microsoft SQL Server maintenance and monitoring tasks
- Advanced knowledge of database security, backup and recovery, and performance monitoring standards
- Understanding of relational and dimensional data modeling
- PowerShell and Unix shell scripting skills

Labor Category #3 Disaster Recovery Analyst

- Minimum 3-5 years' experience
- Knowledge of disaster recovery and business continuity procedures for re-establishing servers, databases, and operating systems in the event of a disruption.
- Experience collaborating on business continuity strategies
- Understanding of crisis operations and effective communication processes
- Understanding of disaster recovery plan development and testing best practices and processes
- Experience facilitating group discussions, training and exercise scenarios

Labor Category #4 LAN Administrator

- Minimum 5 years' experience
- Ability to work with all levels of staff within and outside of IT and outside the organization.
- Exceptional analytical and problem-solving skills.
- Maintain the computing environment by identifying network requirements; installing upgrades; monitoring network performance.
- In depth understanding of network infrastructure and network hardware.
- In depth understanding of server management and monitoring tools

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- Excellent knowledge of best practices around management, control, and monitoring of server infrastructure
- Network Performance Tuning, LAN Knowledge, Network Design and Implementation, Problem Solving, Strategic Planning, Multi-tasking, Quality Focus, Coordination, Technical Understanding, Quick Study, Technical Zeal

Labor Category #5 Network Engineer

- Minimum 3 years' experience
- Ability to work with all levels of staff within and outside of IT and outside the organization.
- Strong understanding of network infrastructure and network hardware.
- Ability to think through problems and visualize solutions.
- Knowledge of application transport and network infrastructure protocols.
- Ability to quickly learn new or unfamiliar technology and products using documentation and internet resources.
- Ability to implement, administer, and troubleshoot network infrastructure devices, including wireless-access points, firewall, routers, switches, controllers.

Labor Category #6 Network Engineer – Senior – Active Directory

- Minimum 5 years' experience
- Ability to work with all levels of staff within and outside of IT and outside the organization.
- Good analytical and problem-solving skills.
- Strong understanding of network infrastructure and network hardware.
- Expert knowledge of Active Directory setup, administration and use.
- Ability to think through problems and visualize solutions.
- Ability to implement, administer, and troubleshoot network infrastructure devices, including wireless access points, firewall, routers, switches, and controllers.
- Knowledge of application transport and network infrastructure protocols.
- Ability to create accurate network diagrams and documentation for design and planning network communication systems.
- Ability to quickly learn new or unfamiliar technology and products using documentation and internet resources.
- Network security, LAN and WAN experience.

Labor Category #7 Network Systems Administrator

- Minimum 5 years' experience
- Proven experience in a network administrator role
- Hands on experience in networking, routing and switching
- Excellent knowledge of best practices around management, control, and monitoring of server infrastructure
- Experience with firewalls, Internet VPN's remote implementation, troubleshooting, and problem resolution is desired
- Ability to set up and configure server hardware
- Familiarity with backup and recovery software and methodologies
- Great at organizing, prioritizing and multitasking
- Juniper, Cisco, CWNA or BCNE training

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- Preserve assets, information security and control structures

Labor Category #8 Web Developer

- Minimum 5 years object-oriented programming experience
- Strong customer service
- Engaged in all phases of the web page and site development lifecycle which include:
 - Gathering and analyzing user/business system requirements
 - Visual design
- Create web wireframe models
- Significant experience in web site development using various content managers
 - i.e. Ektron, Drupal, SharePoint
- Significant experience in web site life cycle
- Use expertise and knowledge of the industry practices to perform various development tasks such as:
 - Coding for web development utilizing JavaScript, Python, Java, PHP, Ruby, CSS, React, GraphQL, Node.js, Gatsby, Webpack, Jes

Amendment 0004

Labor Category #9 Business Analyst –Technical

- Minimum 5 years performing business process and systems analysis
- Strong financial background in accounting procedures and reporting
- Proficiency with major accounting software and technologies
 - *Sage – PeachTree, QuickBooks
- Ability to analyze and document business processes and requirements
- Effectively communicates concepts and proposed solutions

*** Sage 50 Accounting is a Desktop application the connects to the Cloud**

Amendment 0004

Amendment 0004 (revised experience requirement)

Labor Category #10 Technical Writer

- Bachelor's Degree in English, communications, technical writing or technology management, or related/relevant discipline or
- Minimum 3 years of relevant experience in developing technical procedural documentation, reports, and training materials for both technical and non-technical audiences
- Years of experience may be substituted for a degree (i.e. 3 years or Associates, 5 years or Bachelor's).

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- Proficient in use of MS Office applications (Word, SharePoint, OneDrive, Teams)

Labor Category #11 Business Analyst – Non-Technical

- Bachelor’s Degree in business management or relevant discipline
- Minimum 3 years performing business process and systems analysis
- **Years of experience may be substituted for a degree (i.e. 3 years or Associates, 5 years or Bachelor’s).**
- Effectively communicates concepts and proposed solutions
- Ability to analyze and document business processes and requirements

Labor Category #12 Administrative Assistant

- Associates Degree in English, communications, or related/relevant environment
- Minimum 2 years of experience working in office environment
- **Years of experience may be substituted for a degree (i.e. 3 years or Associates, 5 years or Bachelor’s).**

Labor Category #13 Records Management Analyst

- Associates Degree in related discipline
- Minimum 2 years related experience working with records and information management concepts
- **Years of experience may be substituted for a degree (i.e. 3 years or Associates, 5 years or Bachelor’s).**
- Knowledge of record keeping issues associated with the creation, maintenance and use, and disposition of electronic records

Labor Category #14 FOIA Specialist

- Bachelor’s Degree in related/relevant discipline
- Two years of experience processing and completing Freedom of Information Act (FOIA) and Privacy Act (PA) requests
- **Years of experience may be substituted for a degree (i.e. 3 years or Associates, 5 years or Bachelor’s).**
- Possess strong attention to detail and excellent oral and written communication skills
- Ability to closely adhere to relevant policy and standards

Amendment 0004

Amendment 0004

General Information

The period of performance for this Statement of Work (SOW) is a one-year base and four option periods of one year each.

- SOW tasks cover the full system development life cycle (SDLC)
- NIGC DoT uses the agile development methodology whenever possible.
- The development tools to be used are:
 - Microsoft TFS or GIT for code repository (**on Azure Cloud**)

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- Microsoft Visual Studio
- Microsoft SQL Server
- Microsoft Office suite (on M365 Cloud Platform)
- Documentum products
- Kofax products
- Reveille
- Java development tools

Amendment 0004

- If other tools are needed to complete the tasks in this SOW, the Contractor must be prepared to provide a business use case for why the tools are needed and the cost required for licensing and support. NIGC purchases all development tools.
 - All tools must meet the DOI Security requirements.
 - All tools must be approved by the NIGC IT Security staff prior to purchase.
 - All tools must be installed in the NIGC test domain and approved by the NIGC IT Security staff prior to installation on the Production Domain.
- All custom code created, and modified code related to work as defined in this SOW must be kept in the

NIGC code repository.

- No Proprietary code is allowed in NIGC application development.
- NIGC will provide workstations with the NIGC standard image and development tools installed.
- Notice to proceed will be granted 10 days after all contract employees have cleared the Entry on Duty background check process.
- Contractor personnel will protect the use, storage, and disposition of all NIGC data according to the DOI data classification categories, and DOI security requirements referenced in the Addendums Section.
- All network components and software must be configured to the applicable DOI/NIGC Enterprise requirements, Center for Internet Security (CIS) benchmarks referenced in the Addendums Section, with exceptions documented and approved prior to implementation. The contractor shall provide all personnel, supervision, and non-personal services necessary to perform the work as defined in this SOW.
- This is a small business set-aside procurement and there are no subcontracting requirements.

Quality Control:

The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with the work as defined in this SOW. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services.

[End of Section 3]

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SECTION 4 – DELIVERABLES

Amendment 0004

4.1 STAFFING SUPPORT (revised to correct reference to NIGC)

The contractor shall support NIGC DoT at the NIGC site located at the Washington, DC facilities in the following areas:

- 1. Help Desk Support Services
- 2. Database Administration Services (Microsoft SQL Server)
- 3. Disaster Recovery Analytics
- 4. LAN/WAN Administration
- 5. Network Engineer Services
- 6. Network Engineer Active Directory Services
- 7. Network Systems Administrator
- 8. Website Developer
- 9. Business Analyst
- 10. Technical Writer
- 11. Business Analyst – Non-Technical
- 12. Administrative Assistant
- 13. Records Management Analyst
- 14. FOIA Specialist

Amendment 0004

4.2 WRITTEN DELIVERABLES

Specific written deliverables will be set forth in each individual call order.

4.3 DELIVERY SCHEDULE FOR REPORTS AND OTHER DELIVERABLES

In the event the Contractor, for any reason, anticipates or encounters difficulty in complying with the call order delivery or performance schedule or date, or in meeting any of the order requirements of the individual call order, the Contractor shall immediately provide written notification to the CO, giving pertinent details. This data shall be informational only in nature and its receipt by the Government shall not be construed as a waiver by the Government of any delivery schedule or date; or of compliance with other requirement by the Contractor; or of any other rights or remedies provided to the Government by law or under this BPA.

4.4 PACKAGING

All deliverables called for shall be packed and shipped in accordance with the best commercial practices in manner that shall afford adequate protection against physical and environmental deterioration and damage during shipment.

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4.5 MARKING

Shipping documents, containers, correspondence and packages shall be marked with the following information:

- BPA Number: TBD
- Call Order Number: To be cited on each individual call order RFQ Title: "NIGC Division of Technology Support Services"
- Short Title of line items: To be cited on each individual call order.
- Point of Contact (POC): To be cited on each individual call order.

4.6 INSPECTION AND ACCEPTANCE

The Contracting Officer's Representative (COR) will accept services, including all deliverables to ensure that they conform to the BPA specifications. Acceptance criteria shall be based upon all deliverable items meeting acceptable professional standards for technical content, workmanship, clarity, completeness, and other factors that indicate acceptability as specified under this BPA and individual call orders. The COR will inform the Contracting Officer (CO) if the services do not conform to specifications.

4.7 PLACE OF PERFORMANCE

In general, all activities will be performed on site at the NIGC Headquarter facilities in Washington, DC. Contractor shall plan how to address unexpected absences during the period of performance to avoid delays and performance issues due to the challenge of working through the Entry on Duty background check process which can take up to 8 weeks to complete.

The contractor must conduct all work between the hours of 7:00 AM and 7:00 PM Eastern Time, Monday thru Friday except Federal holidays and except when the Government facility is closed due to local or national emergencies, administrative closing, or similar Government-directed facility closings. The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within the SOW.

4.8 PERIOD OF PERFORMANCE

The total period of performance for this BPA is five (5) years consisting of one (1) base year and four (4) one year option periods.

- Base Period: one year from date of award.
- Option Period 1: one year from date of option exercise.
- Option Period 2: one year from date of option exercise.
- Option Period 3: one year from date of option exercise.
- Option Period 4: one year from date of option exercise.

The period of performance for each individual call order will be specified within the call order.

[End of Section 4]

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SECTION 5 – ORDER ADMINISTRATION DATA

5.1 CONTRACTING OFFICER REPRESENTATIVE

The Contracting Officer Representative (COR) for this BPA is:

TBD

5.2 GOVERNMENT CONTRACTING OFFICIALS

The Contract Specialist (CS) for this BPA is:

Sarah K. Ignacio

(571) 206-8882

sarah_ignacio@ibc.doi.gov

The Contracting Officer (CO) for this BPA is:

Cynthia Garrison

(703) 964-8840

cynthia_c_garrison@ibc.doi.gov

Address all correspondence for the Contracting Officer to the address in 5.4.

5.3 CONTRACTOR ADMINISTRATION

TBD

5.4 CORRESPONDENCE FOR CONTRACTING OFFICER

Department of the Interior
Interior Business Center
Acquisition Services Directorate
Division V

Delivery Address:

381 Elden Street
Herndon, VA 20170

CO: Cynthia Garrison

Phone: 703-964-8840

E-mail: cynthia_c_garrison@ibc.doi.gov

5.5 BPA MANAGEMENT

Notwithstanding the Contractor's responsibility for total management during the performance of this BPA, the administration of the BPA will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of the contract.

- a. BPA Administration. All BPA administration will be performed by the Contracting Officer (CO) at the email

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address shown for the Contracting Officer. All communications pertaining to BPA administrative matters will be addressed to the CO.

- b. Contracting Officer Representative (COR). The Contracting Officer shall designate an individual to act as the COR during the term of this BPA. The COR will represent the CO in all technical aspects of the work and will act in a liaison capacity to coordinate activities between the Contractor and the Government as required in performance of this BPA. A letter of designation will be issued to the COR with a copy provided to the Contractor stating the responsibilities and limitations of the COR.

5.6 BPA AUTHORITY

- a. Contracting Officer's (CO) Authority. The CO is the only person authorized to direct changes in any of the requirements under this BPA, and notwithstanding any provisions contained elsewhere in this BPA, the said authority remains solely with the CO. In the event the Contractor effects any such change at the direction of any person other than the CO, the change will be considered to have been made without authority and solely at the risk of the Contractor.
- b. Contractor's Authority:
 - i. The Contractor shall not accept any instructions issued by any person employed by the U.S. Government or otherwise, other than the CO, or the COR acting within the limits of their authority.
 - ii. The Contractor shall not in any way represent that he is a part of the United States Government or that he has the authority to contract or procure supplies for the account of the United States of America.

5.7 PAYMENT

Payment for all supplies and services shall be made upon Government acceptance in accordance with the appropriate Payment Clause.

5.8 INVOICING INSTRUCTIONS

Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)

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

“Payment request” means any request for order financing payment or invoice payment by the Vendor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the order, or the clause 52.212-4 Order Terms and Conditions – Commercial Products and Commercial Services included in commercial acquisition orders. The IPP website address is: <https://www.ipp.gov>.

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

- One copy of invoice
- Applicable backup documentation. Backup documentation includes but is not limited to:
 - Travel Summary for travel expenses. Travel Summaries will include a list of travelers, departure and destination locations, dates of travel, and purpose of trip
 - Receipts for all Travel and ODC.

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The Vendor must use the IPP website to register, access, and use IPP for submitting requests for payment. The Vendor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the order award date, but not more than 3 – 5 business days of the order award date. Vendor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

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

(End of Clause)

A copy of the invoice and applicable backup documentation shall be submitted to the Contracting Officer, Program Manager, and Contracting Officer’s Representative listed in Section 6 on the same day the invoice is submitted in IPP.

Amendment 0003 (added clarifying language “After BPA award”)

5.9 CALL ORDER QUOTES - After BPA award

The Department of Interior, Interior Business Center, Acquisition Services Directorate, Contracting Officer will issue call orders under the BPA to accomplish the work described in Section 2. Quotes will be requested as delineated below:

Estimation of Cost - The Contracting Officer will issue call orders under the BPA to accomplish the work described in Section 2. A quotation response time and date will be cited in the document. The Government reserves the right to issue call orders without conducting negotiations.

Clarifications - The Contractor shall submit all requests for clarification in writing to the Contracting Officer. When a call order quotation is requested, quotations will be submitted in the following format:

Section 1 - Task Requirements - A narrative description of the Contractor's understanding of the purpose of the call order and the functions required to satisfy the requirements.

Section 2 - Solution - A narrative description of the Contractor's proposed solution plans for performance and technical approach along with any problem areas.

Section 3 - Assumptions - The quote shall identify any assumptions on the Contractor's part used in developing the quotation and costs. It is strongly recommended that any assumptions be clarified prior to submission of the quote.

Section 4 - Price Quote - This section shall contain the total Fixed Price or Labor Hour or Time and Materials Price proposed by the contractor and shall include a detailed breakdown of all direct and indirect costs associated with and required by each call order.

All costs associated with the development, presentation and negotiation of the Contractor's quotes will be at the Contractor's expense. It is the Government's intent to issue call orders for all quotes submitted; however, circumstances may arise that will prevent the Government from issuing a call order, i.e., funding issues, or the effort may no longer be required.

The Contractor may, in addition to responding to the approach the Government defines, submit an additional quote if the Contractor determines another approach can more economically and efficiently accommodate the Government's requirement. In all cases, the cost of the quotation preparation shall be at the Contractor's expense.

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5.10 CALL ORDER INSTRUCTIONS

Call Order Type. Firm Fixed Price (FFP), Labor Hour (LH), and/or Time and Materials (T&M) call orders may be issued under this BPA.

5.11 PROCEDURES

Each call order shall be placed in accordance with the following procedures:

- a. The issuance of a Call Order will be initiated through a request for quote. Call order pricing will be in accordance with the negotiated BPA pricing. The Contractor shall submit a quote within the time specified in the Request for Quote.
- b. Call Order Content and Effect. Each FFP, LH, or T&M call order issued will include:
 - Effective date of call order,
 - BPA and call order number,
 - Type of call order,
 - For LH or T&M, estimate of effort,
 - For FFP, total price; For LH or T&M, ceiling price,
 - Scope, including reference to applicable (BPA) specifications,
 - Period of performance,
 - Place of performance,
 - Accounting and appropriation data, and
 - Other information as appropriate to be made available for performance of the call order such as, safety requirements, security requirements, or data requirements set forth in the call order SOW.

Unauthorized Work. The Contractor is not authorized to commence call order performance prior to issuance of a signed call or written approval (Authorization to Proceed) provided by the CO to begin work.

Call Order Funding Restrictions. No unfunded call orders are allowed.

Call Order Issuance. Call orders will be issued by electronic mail on an OF 347, Order for Supplies and Services. However, other means of issuance may include regular mail, E-mail, commercial courier, facsimile, the World Wide Web, or other similar technologies.

5.12 CONTRACTOR'S QUOTE

The Contractor's quote, or portions thereof, may be incorporated into resulting call orders.

[End of Section 5]

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SECTION 6 – SPECIAL ORDER REQUIREMENTS

6.1 DISCLOSURE OF GOVERNMENT INFORMATION

At the sole discretion of the Government, Government Furnished Information (GFI) may be provided for use in the performance of individual call orders. If GFI is provided, such information will be returned to the Government upon conclusion of the BPA or as specified by the Contracting Officer, in writing.

The Contractor must protect from unauthorized disclosure any materials or information made available by the Government, or that the contractor has access to by virtue of the provisions of this BPA or call order issued hereunder, that are not intended for public disclosure. The materials and information made available to the Contractor by the Government, or that the Contractor comes into contact with, in completing this BPA or call order issued hereunder, are the exclusive property of the Government. Any information or materials developed by the Contractor in the performance of this BPA are also the exclusive property of the Government. Upon completion or termination of this BPA or an applicable call order, the Contractor shall turn over to the Government, all materials (copies included) that were furnished to the Contractor by the Government, and all materials that were developed by the Contractor in the performance of this BPA or an applicable call order.

- a. Performance under this BPA may require the Contractor to access data and information proprietary to a Government agency, another Government contractor, or of such nature that its dissemination or use other than as specified in this BPA would be adverse to the interests of the Government or others. Neither the contractor, nor contractor personnel, shall divulge nor release data or information developed or obtained under performance of the BPA except to authorized Government personnel or upon written approval of the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in the BPA.
- b. To the extent the Contractor receives or is given access to proprietary data, data protected by the Privacy Act of 1974, or other classified or privileged technical, business or financial information under this BPA's SOW, the Contractor shall treat and protect Privacy Act information in accordance with any restrictions imposed on such data. Such information and materials will be protected. Access includes the functions of record management, data handling, storage, electronic transmission and physical distribution.
- c. As required by the Contracting Officer or designee, the Contractor shall agree to enter into a written agreement with any firm whose proprietary data is used in conjunction with performance of this SOW. The Contractor shall furnish the Contracting Officer with executed copies of such agreements and shall not use any proprietary information for any purpose other than which it was provided.
- d. Neither the Contractor nor the Contractor's employees shall disclose, or cause to be disseminated, any information concerning the operations of the activity that could result in, or increase the likelihood of, the possibility of a breach of the activity's security or interrupt the continuity of its operation.
- e. All inquiries received by the Contractor for information concerning work performed under this BPA shall be referred to the Government for evaluation. The determination of whether records will be released will remain with the Government. The Contractor shall assist the COR in compiling information or records for submission upon request by the Government.
- f. The Contractor shall not release any information (including photographs, files, public announcements, statements, denials or confirmations) on any part of the subject matter of this BPA or any phase of any program there under without the prior written approval of the COR. All documentation showing individual's names or other personal information shall be controlled and protected.

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g. The Contractor shall use any data furnished by the Government only for performance under this BPA's SOW, and shall return copies of such data to the Government upon completion of this effort.

h. Data pertaining to other contracts/services may reside on IT systems utilized or accessed by other Government organizations where Contractor personnel may be performing. Contractor personnel shall in no way divulge this information or use this information for their gain. The Contractor shall notify the Contracting Officer of any potential conflicts of interest.

i. All Contractor personnel shall sign non-disclosure agreements to protect all Government information to which they have access both during and after BPA performance is completed. The non-disclosure agreements will provide that the Contractor's employees will not disclose the information at any time.

6.2 CHANGES TO LABOR CATEGORY

This BPA provides NIGC with the support required to perform its mission and functions. The Contractor is required to provide a wide range of non-personal services. "Nonprofessional" and "Professional" labor categories are provided in this BPA and may be subject to the Service Contract Act. These labor categories are representative of the anticipated types of labor required to support the mission and functions of NIGC DoT Support and are by no means exact or exclusive of the total support that may be required. Therefore, additions and/or revisions may be necessary.

There may be changes from time to time, to include the addition of labor categories. If categories are added, the parties will negotiate the labor category(ies) prior to incorporation into the BPA. Any new labor rate proposed will be calculated in the same manner as in the Contractor's original quote submitted in response to this solicitation, using the same or lower priced loading factors and profit/fee from the original quote at BPA award.

6.3 TRAVEL AND PER DIEM

The Contractor may be required to travel during performance of the call orders and will be reimbursed for actual, allowable, and reasonable travel costs incurred, and shall not include any fee or mark-up beyond actual costs. Advance written approval must be obtained from the Contracting Officer's Representative (COR) prior to incurring any costs for travel. Travel will only be reimbursable for temporary assignment to/from locations at least 50 miles in distance from the employee's office and residence. Travel will be reimbursed in amounts not to exceed the limitations of the Federal Travel Regulations (41 Code of Federal Regulations (CFR), Chapters 300 through 304) and in accordance with FAR 31.205-46. The Federal Travel Regulations may be found at the following web site:

<http://www.gsa.gov/portal/content/104790>

Typical travel costs may include, but are not limited to: coach airfare, taxi from the point of origin to airport and from airport to destination hotel, lodging, meals, and incidental expenses. Use of taxis or rental cars to and from dinner, or for other personal uses, is unauthorized and is not a reimbursable expense.

6.4 ORGANIZATIONAL CONFLICTS OF INTEREST

a. The restrictions imposed by this clause apply to the Contractor, including its parent company, affiliates, divisions, subsidiaries, consultants, subcontractors at any tier, and any tier successors.

b. The Contractor is subject to the following restrictions:

(1) The Contractor agrees to review, after award and during the life of the BPA, its technical, business, financial, and other interest which could give rise to an actual or potential organizational conflict of interest in connections with the performance of this contract. If the Contractor discovers any fact relevant to an organizational conflict of interest, the Contractor shall make an immediate and full disclosure in writing to the Contracting Officer. The disclosure shall set forth all relevant facts, including identification of contracts or agreements under which work was or is being performed and include a description of actions which the Contractor has taken or proposes to take,

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to avoid, neutralize, or mitigate the actual or potential conflict of interest.

(2) If work to be performed under this BPA requires access to proprietary, business confidential or financial data of other companies, the Contractor shall reach an agreement with such other companies to protect such data from unauthorized use or disclosure as long as it remains proprietary or confidential. Evidence of such an agreement must be made available to the Contracting Officer upon request. Further, the Contractor agrees that it will not use the data to compete with those other companies.

(3) The Government may terminate this BPA 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 an organizational conflict of interest before the award of this BPA or discovered such facts after award and intentionally did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the BPA or any subsequent call order in accordance with the "Default" clause of this BPA and pursue such other remedies as may be permitted by law or by this BPA.

(4) The Contractor agrees to insert this provision into every subcontract issued in performance of this contract.

6.5 NO-COST SETTLEMENT

During the performance of any call order issued under this BPA, if the parties agree to negotiate a so-called 'no-cost settlement' in lieu of a termination for default by either party or for convenience by the Government, then the following terms shall be included in such bilateral settlement agreement without further negotiation:

- a. The Government shall pay all unpaid allowable costs that have been incurred by the Contractor as of the date of the notice of termination;
- b. The Government shall neither pay nor be liable for any anticipatory profits or consequential damages resulting from the termination of any call order issued under this BPA or any subcontract, including, without limitation, accounting, legal, clerical, or other fees and/or expenses for the preparation of settlement quotes and supporting data; and
- c. The maximum amount payable under the no-cost settlement shall be further limited by the total amount of Government funds that have been properly obligated by any call order issued under this BPA under the provisions of 31 U.S.C. § 1501(a)(1) as of the date of the notice of termination.

All other rights and remedies of the parties that are consistent with the mandatory terms of any no-cost settlement agreement set forth above shall remain extant and unaffected by this Special Contract Requirement.

6.6 PERMITS, TAXES, LICENSES, ORDINANCES, AND REGULATIONS

The Contractor shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all Federal, State, Municipal, County and local Board of Health ordinances, rules and regulations applicable to the business carried on under this BPA, and be responsible for all applicable State Sales and Use Taxes.

6.7 CLOSEOUT

The Contractor shall work in a timely and efficient manner with the Federal Government to close out this BPA and all subsequent call orders upon completion of the tasks. This will be an item addressed in the Contractor's past performance rating in CPARS. It is incumbent upon the Contractor to provide a current Point of Contact who will work diligently with the Contracting Officer or Contracting Officer's Representative upon final delivery/acceptance to accomplish all documentation necessary to close the award.

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[End of Section 6]

SECTION 7 – CONTRACT CLAUSES

7.1 52.252-2 Clauses Incorporated By Reference (FEB 1998)

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

www.acquisition.gov

CLAUSE	TITLE	DATE
52.227-14	Rights in Data - General	May 2014
52.246-6	Inspection-Time-and-Material and Labor-Hour	May 2001

(End of Clause)

7.3 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 the period of performance of the order.

(End of clause)

7.4 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 1 calendar day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

7.5 1452.201-70 AUTHORITIES AND DELEGATIONS (Sep 2011)

- (a) The Contracting Officer is the only individual authorized to enter into or terminate this order, modify any term or condition of this order, waive any requirement of this order, 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

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written changes to the existing appointment or by issuance of a new appointment.

- (c) The COR is not authorized to perform, formally or informally, any of the following actions:
 - (1) Promise, award, agree to award, or execute any order, order modification, or notice of intent that changes or may change this order;
 - (2) Waive or agree to modification of the delivery schedule;
 - (3) Make any final decision on any order 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 order, the Contractor assumes all prices, 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 order action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this order.
- (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)

7.6 DOI-AAP-0050 v2 (May 2018) - Contractor Performance Assessment Reporting System

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

The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action under Document No. GSA RFQ 1527682 IT Support Staff.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

[End of Section 7]

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SECTION 8 – FEDERAL ACQUISITION REGULATION (FAR) AND DEPARTMENT OF THE INTERIOR ACQUISITION REGULATIONS (DIAR) APPLICABLE PROVISIONS

For the purposes of the BPA and call orders that may result from this solicitation, the following FAR and DIAR provisions shall supplement the clauses contained in the vendor’s GSA schedule contract.

8.1 52.252-1 Solicitation Provisions Incorporated By Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <https://www.acquisition.gov/> and www.doi.gov/pam/aindex.html

CLAUSE	TITLE	DATE
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements— Commercial Acquisition	Nov 2021
52.217-5	Evaluation of Options	July 1990

(End of provision)

8.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Blanket Purchase Agreement contract with Firm-Fixed Price, Labor Hour, and Time-Materials call orders resulting from this solicitation.

(End of provision)

8.3 AQD Evaluation of Options Provision (OCT 2015)

The government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic award. The GSA contract notified offerors that the award will include the governments unilateral option to extend performance for an additional period up to six months under FAR 52.217-8, during which the pricing and terms of the period in which the option was exercised would apply. The government cannot predict if or when the option may be exercised. Because any exercise of the governments option extends the pricing and terms of the period in which the option was exercised, the government expressly and affirmatively evaluates pricing for the option to extend under 52.217-8 co-extensive with the governments price evaluation for each of the base and option periods of this award. Because pricing for each period subject to possible extension under the 52.217-8 has been evaluated, pricing for any possible future use of that option to extend has, likewise, been evaluated and would apply in strict accordance with this evaluation in the event of the government’s exercise of the option to extend services.

(End of Provision)

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8.4 52.252-5 Authorized Deviations in Provisions (Nov 2020)

(b) The use in this solicitation of any FAR provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

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

(End of provision)

8.5 1452.215-71 Use and Disclosure of 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 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 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 shall be marked with the following legend:

“The information specifically identified on pages _____ of this 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, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the 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 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.”

(d) Information in a 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, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the

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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 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 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 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 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 due to clerical error.

(End of Provision)

8.6 1452.233-2 Service of Protest Department of the Interior (JUL 1996) (Deviation)

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

U.S. Department of the Interior
Interior Business Center
Acquisition Services Directorate
381 Elden Street, Ste 4000
Herndon, VA 20170
Attn: Cynthia Garrison, Contracting Officer

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

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

(End of provision)

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8.7 APPLICATION OF SERVICE CONTRACT LABOR STANDARDS

The Contractor's GSA MAS Schedule -Information Technology Category 54151S clauses apply to this BPA and call orders including FAR 52.212-5 clause that includes FAR 52.222-41 under FAR 52.212-5(c). The GSA MAS Schedule - Information Technology Category 54151S contract imposes a responsibility on the contractor to identify to the Contracting Officer of any labor category assigned under the order that are not exempt from the Service Contract Labor Standards (SCLS).

[End of Section 8]

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SECTION 9 – INSTRUCTIONS FOR QUOTE SUBMISSION

9.1 QUOTE DUE DATE

Quotes are due as indicated in the GSA eBuy solicitation RFQ1581247.

Any submissions received after the date and time specified may not be considered for award.

9.2 COSTS INCURRED BY RESPONDING TO THE SOLICITATION

The government shall not reimburse any costs incurred by recipients of this solicitation documentation resulting from the formulation of an offerors response to this solicitation.

9.3 COMMITMENT

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

9.4 SOURCE SELECTION APPROACH

The Government intends to issue a single award BPA resulting from this solicitation to the responsible Offeror whose conforming quote is evaluated to be most advantageous and determined to be the best value to the Government, price/cost and other factors considered, and in accordance with the evaluation criteria. “Best Value” means the expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit in response to the requirements. The Government may award the contract without discussion unless the Contracting Officer determines that discussions are necessary. In addition, the Government reserves the right to award no contract at all, depending on the quality of the quotes, the availability of funding, and the continued existence of the requirement.

The Government intends to award Call Orders 1 and 2 concurrently or soon after award of the BPA contract but reserves the right to make no call order awards depending on the quality of the quotes, the availability of funding, and the continued existence of the requirement.

9.5 PROSPECTIVE SUBCONTRACTORS

All prospective subcontractors contacted by your firm in any manner should be expressly advised in writing that no solicitation on your behalf shall be construed in any manner to be an obligation on your part to enter into a subcontract with said subcontractor or to result in any claim whatsoever against the United States Government for reimbursement of costs for any efforts expended by said subcontractor regardless of whether or not your firm is successful in receiving a contract as a result of this quote.

9.6 DISCREPANCIES

If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror should notify the CO in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial quote, as received, without discussions.

9.7 OMISSIONS

Failure to submit any of the information requested by this solicitation may be cause for unfavorable consideration.

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9.8 QUOTE CONTENT AND FORMAT

The following instructions establish the acceptable minimum requirements for the format and content of quotes.

9.9 AUTHORIZED OFFICIAL AND SUBMISSION OF QUOTES

The quote(s) must be signed by an official authorized to bind the organization and should stipulate that it is predicated upon all of the terms and conditions of this RFQ.

AMENDMENT 0004

9.10 QUOTATION PREPARATION INSTRUCTIONS

This section is provided to assist Offerors in the preparation of a quote in response to this solicitation. These instructions are not intended to restrict the Offeror’s effort.

Any company proprietary data included in quotes must be clearly identified as such. Each page that contains proprietary data shall be marked at the top and bottom of the page. ~~The front and back covers of each quoted volume that contains proprietary data shall also be marked.~~

AMENDMENT 0004

9.11 QUOTE CONTENTS AND ORGANIZATION

The volumes, titles, maximum pages, hardcopies required, and other related information are listed below. Each volume shall be written on a stand-alone basis, so that its contents may be evaluated with a minimum of cross-reference to other volumes. Information required for quote evaluation that is not found in its designated volume will result in an unfavorable quote evaluation. Offerors shall comply with the submission requirements below.

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Amendment 0003 (page limit clarification -resumes) & **Amendment 0004** (clarification in table to Vol I Executive Summary & Technical)

Table 1: QUOTATION CONTENT AND ORGANIZATION

Volume	Title	Page Limit	Total Copies
BPA			
I	Executive Summary (included with Technical Vol I)	2	1
I	Technical (included with Executive Summary (Vol I))	20	1
II	Past Performance (2 pages per reference)	Varies	1
III	Price	Unlimited	1
Call Order 1			
IV	*Call Order 1 Technical Response	5	1
V	Call Order 1 Pricing	Unlimited	1
Call Order 2			
VI	*Call Order 2 Technical Response	5	1
VII	Call Order 2 Pricing	Unlimited	1

**Resumes are not counted against the page limits for Volume IV Call Order 1 Technical Response and Volume VI Call Order 2 Technical Response.*

The format of quotation volumes shall correlate directly and sequentially with the instructions contained herein. The Government's intent is to obtain, brief, specific information upon which to evaluate the Offeror.

Amendment 0003 & Amendment 0004

9.12 QUOTATION FORMAT

To aid in the evaluation, all quotes shall follow the same general format. Page limitations on the quotes are described in Table 1. All pages submitted by Offerors in excess of the limitations contained in these instructions will be removed and returned to the contractor by the Contracting Officer. Excess pages will not be considered during evaluation of the quotes.

9.13 PAGE FORMAT

A page is defined as each face of an 8-1/2 x 11-inch sheet containing information. Use 1-inch margins on the top and bottom and 1 inch left and right margins. Two pages may be printed on one sheet of paper (front and back will be counted as two pages). All material must be contained within the page limit identified for each volume or appendix, unless otherwise specified. Partial pages count as a full page for page limitation purposes. All pages within a page-limited volume shall be consecutively numbered, starting at page one, and not exceeding the page limitation. The CO will remove and return pages submitted by Offerors in excess of the limitations contained in these instructions without evaluation.

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Amendment 0002

9.14 TEXT

Type size shall be 12-point Arial or Times New Roman standard font. Text lines shall be single-spaced. ~~Line spacing before and after a heading shall be "double spaced".~~ **Type size for graphics and tables may be 10-point font.** Typesetting, font compression, or other techniques to reduce character size or spacing are not permitted and are considered a deliberate attempt to circumvent the page limitations. This includes setting the paragraph line spacing, a feature of MS Word, "exactly at 12 point". No pen and ink changes are allowed. Two column presentation and use of bold face type for paragraph headings is acceptable. 8-point font is permissible in the header and footer.

Amendment 0002

Amendment 0003

9.15 COST/PRICE INFORMATION

Cost/Price information shall only be included in a volume separate from the Technical or Past Performance proposal as indicated in paragraph 9.11 Table I of this SOW for the BPA and the calls. **Any pages outside of the Price Volume with price information will be removed and destroyed by the Contracting Officer without being evaluated. Do not include pricing information in the Technical or Past Performance proposal.**

Amendment 0003 Attachment A Pricing Table includes tabs with "Vol III BPA Pricing, Vol V Call Order 1 Pricing, Vol VII Call Order 2 Pricing". If you have additional pricing information, you may include it is a separate attachment and label it Vol III BPA Pricing, Vol V Call Order 1 Pricing, or Vol VII Call Order 2 Pricing.

Amendment 0003

9.16 PAGE COUNT EXCEPTIONS

Each page of the written volumes shall be counted, including appendices and annexes, except: blank pages, title pages, tables of content, tables of illustrations, and appendices that include a list of acronyms, glossary of terms, measurement units, and cross-reference matrices. Pages not in the page count shall be numbered with Roman numerals (e.g. iv). Excepted pages shall not contain additional or inappropriate information, and if such is found, these pages will be removed by the CO and returned to the Offeror without evaluation.

Amendment 0003

9.17 Specific Quote Volume Instructions

As indicated in this solicitation, the Government intends to evaluate and award Call Order 1 and Call Order 2 concurrently with or soon after the award of the BPA. Offerors shall submit a separate technical and price quote for the BPA and Call Orders (i.e. One BPA and two call orders would result in a total of 3 technical quotes and 3 price quotes). This includes a labor pricing sheet (*Attachment A Pricing Table*) for the BPA and price quotes for Call **1** and Call **2**.

Attachment A Pricing Table includes 3 Tabs: Vol III BPA Pricing, Vol V Call Order 1 Pricing, Vol VII Call Order 2 Pricing.

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Offerors should include any discounted rates, if applicable, in the price proposal. Offerors may provide a statement in the Pricing proposal regarding the inclusion of discounted rates.

Amendment 0003

9.18.1 BPA QUOTE INSTRUCTIONS

9.18.1 VOLUME I – EXECUTIVE SUMMARY

The Executive Summary shall present an overview of the Offeror's quote. An effective Executive Summary will function as a quote "roadmap" and will help the Government evaluator understand the Offeror's overall approach to satisfying the requirements of the RFQ. The Executive Summary shall highlight the Offeror's quoted strengths and capabilities that make them uniquely qualified to perform the work.

9.18.2 VOLUME I – TECHNICAL

The offeror's quote must describe its capability to perform the requirements of the Statement of Work (SOW). Fully describe and discuss in detail your understanding of the project, its purpose and scope, goals, and objectives. The quote should reflect your reasoning and approach to meet the objectives of this acquisition. Discuss how you will accomplish each of the objectives in Section 3 Statement of Work (including the specific methods, techniques and personnel that will be used). This discussion should include your general approach with respect to the following:

Amendment 0003 (clarified Key Personnel to be evaluated with BPA) & Amendment 0004 (deleted sentence regarding proposed staffing plan)

Subfactor 1: Key Personnel Qualifications – Offerors shall demonstrate that the key personnel have the requisite experience, skill, and/or training, including any necessary certifications, in order to complete the work outlined in the SOW.

Submit resumes for Key Personnel. Key personnel to be evaluated at the BPA level are those personnel identified in Call Order 1 and Call Order 2, Help Desk Specialist III (Labor Category #1) and Business Analyst 2 - Technical (Labor Category #9, three personnel in total.

Resumes will not be submitted or evaluated for any other labor categories at time of award of the BPA or Call Orders 1 and 2.

Subfactor 2: Technical Expertise - Offerors must demonstrate a thorough understanding of the project and demonstrate the ability to meet the objectives outlined in the SOW in terms of necessary personnel, material, resources, and other supplies/services that may be required to perform the work.

~~Proposed staffing plan and contingency plan and overall quality of approach to meet deliverables and performance.~~

Key Personnel to be evaluated at the BPA level are those personnel identified in Call Order 1 and Call Order 2, Help Desk Specialist III (Labor Category #1) and Business Analyst Level 2 - Technical (Labor Category #9), three personnel in total.

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Amendment 0003 & Amendment 0004

Amendment 0003 (clarified Key Personnel to be evaluated for BPA award) & Amendment 0004 (clarified past performance)

9.18.3 VOLUME II – PAST PERFORMANCE

Provide a list of similar contracts performed by either your proposed *key personnel or your organization within **five** years (at least two references) **of the proposal due date.**

Include a description of the project, project title, contract number, period of performance, contract amount and client identification (agency or company name, contracting and technical reviewing official, address and telephone number).

The Government reserves the right to use the information provided in the Offeror’s Past Performance Volume, to include Past Performance Questionnaire responses, in addition to information obtained from other sources such as the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS), and Contract Performance Assessment Reporting System (CPARS), and/or similar systems. The Government reserves the right to use any and all information available to fully assess and evaluate the Offeror’s past performance.

**Key personnel to be evaluated at the BPA level are those personnel identified in Call Order 1 and Call Order 2, Help Desk Specialist III (Labor Category #1) and Business Analyst Level 2 - Technical (Labor Category #9), three personnel in total.*

Amendment 0003 & Amendment

0004

Amendment 0002

In the absence of available past performance information, the offeror will not be rated favorably or unfavorably and will receive a “neutral” past performance rating.

Amendment 0002

Amendment 0003 (revised/clarified language) & Amendment 0004 (clarified PPQ language)

9.18.3.1 PAST PERFORMANCE QUESTIONNAIRE

The Government will utilize the Past Performance Questionnaire (PPQ) in Attachment B as one (1) of multiple sources of Past Performance information. The Past Performance Questionnaire is due to the CO as part of the BPA Quote submission and is to be provided for work that the organization or the Key Personnel performed. The evaluator for the PPQ shall be the customer of the organization or individual being rated, not the subcontractor that provided support for the offeror’s contract. The instructions for submitting the questionnaire are as follows:

- The Past Performance Questionnaire ~~shall~~ **will** be utilized as a means of gathering Past Performance information from the supplied references. The Offeror ~~shall~~ **may** supply a copy of the questionnaire to the designated Rater for each reference.
- The Offeror shall complete Sections 1 and 2 before sending the questionnaire to the appropriate Rater.

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- The Offeror shall request that the Raters return the completed questionnaires directly to the Government email address cited on the questionnaire on or before the due date. **Government personnel shall not reveal the names of individuals providing reference information about an Offeror’s past performance.**
- ~~The questionnaires shall be sent directly to the Government email address; not to the Offeror for forwarding to the Government. Government personnel shall not reveal the names of individuals providing reference information about an Offeror’s past performance.~~
- It is the responsibility of the Offeror to assure that the Raters return the questionnaires by the due date. ***Offerors may submit the Past Performance Questionnaire by email with the proposal.***
- It is imperative that the Offeror provide valid, knowledgeable Rater references that will complete the questionnaire and return it to the Government by the due date. Please ensure the phone numbers and email addresses of the Rater references are current and correct.

In this volume, the offeror shall provide evidence of recent and relevant performance of other projects that are of a similar complexity and magnitude, and demonstrated ability to meet deliverable and performance schedules, achieve high levels of customer satisfaction, and providing responsive solutions to issues and opportunities. The offeror is responsible for ensuring all information provided in the Past Performance Volume is current, accurate, and complete.

Amendment 0003 & Amendment 0004

Amendment 0003 (Clarify Pricing Volumes for BPA, CO 1, and CO 2 & clarification regarding discounted rates)

9.18.4 VOLUME III – COST/PRICE

Information beyond that required by this instruction shall not be submitted unless you consider it essential to support your cost/price position. All information relating to the proposed price including all required supporting documentation must be included in the section of the quote designated as the Cost/Price volume (**Volume III for BPA, Volume V for Call Order 1 Pricing, Volume VII for Call Order 2 Pricing – see Amendment 0003 Pricing Table tabs**). **Under no circumstances shall this information and documentation be included elsewhere in the quote.**

Offerors shall submit Labor Rate Tables, (see Pricing Table). The labor rates for the BPA will be evaluated to determine whether the proposed labor rates are fair and reasonable. For the labor rates to be reasonable, it must represent a rate that a prudent person would pay in the conduct of competitive business. The offeror shall provide loaded hourly rates (rates inclusive of all indirect costs, i.e. overhead, G&A, profit, as well as all direct labor costs), for all labor categories necessary to support the requirements identified in the BPA Statement of Work throughout the life of this contract. The offeror shall also submit a Pricing Matrix to map offeror labor categories and labor rates to the Government labor categories as identified in the Statement of Work.

The Contractor shall use the Government-provided Pricing Table to develop the BPA Price quote. The Contractor shall propose labor categories necessary to meet the objectives of the project. Each labor category proposed shall contain a description of the duties and skills required for the category. The Government respectfully requests a discount from the proposed GSA Labor Rates. If a discount is provided, please identify the discount percentages.

Offerors should include any discounted rates, if applicable, in the price proposal. Offerors may provide a statement in the Pricing proposal regarding the inclusion of discounted rates.

Amendment 0003

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Amendment 0003 (Clarify Technical Response & Format for Call Orders 1 and 2) **& Amendment 0004**

9.19 CALL ORDER QUOTE INSTRUCTIONS

The actual work for services that fall within the general scope of work will be authorized through periodic issuance of individual call orders. Call orders can be of variable length and be either firm-fixed price (FFP), Labor Hour, or Time and Materials (T&M) as deemed beneficial to the needs of the project.

9.19.1 CALL ORDER 1:

Submit proposal in accordance with Table 1 QUOTATION CONTENT AND ORGANIZATION in Section 9.11.

9.19.2 CALL ORDER 2:

Submit proposal in accordance with Table 1 QUOTATION CONTENT AND ORGANIZATION in Section 9.11.

The Government intends to award two Call Orders with Firm Fixed Price and Labor Hour line items consecutive with, or soon after, the award of the BPA. The offeror shall provide a complete and feasible approach for Call Order 1 and Call Order 2. The offeror’s approach **Technical Response** shall address, at a minimum, the following:

- ~~Description of the tasks to be performed~~
- ~~The type of labor category or skill mix to be used for the task~~
- Rationale and data supporting realism of the estimated hours.

Amendment 0003 & Amendment 0004

9.19.3 PRICING: CALL ORDER 1 AND CALL ORDER 2

The Contractor shall use the Government-provided Pricing Table to develop the Call Order Price quote for each call order. The Contractor shall use 1880 hours as a full-time man-year when pricing for a Full Time Equivalent labor category. The Contractor shall propose labor categories necessary to meet the objectives of the project. Each labor category proposed shall contain a description of the duties and skills required for the category. The Contractor shall map proposed labor categories to Government labor categories.

The pricing for each call order will be evaluated to determine whether the proposed labor categories, labor rates, and level of effort, are determined to be fair and reasonable. To be fair and reasonable, the labor categories and level of effort will be determined to be meet the technical needs of the Government, and the rates will represent a rate that a prudent person would pay in the conduct of competitive business.

Amendment 0002

9.20 SUBMISSION OF QUESTIONS

The RFQ will be posted on GSA E-Buy for a minimum of 4-weeks. Questions will be due as indicated elsewhere in this amended solicitation document. If necessary, the RFQ will be extended to allow a minimum of

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1-week for providing a quote following the amendment to the RFQ to post any questions received. Review the solicitation and amendments for any revisions to question response and due date timeframes.

Amendment 0002

9.21 EVALUATION OF QUOTATIONS

9.21.1 GENERAL INSTRUCTIONS

Quotations shall be prepared and submitted in accordance with the instructions contained in this RFQ. The technical submission will be evaluated separately from the price submission. Each submission will be evaluated against the evaluation factors and sub-factors listed below. The Government may select outside experts to aid in the review of the quotation.

9.21.2 BASIS FOR AWARD

Award shall be made to the responsible offeror whose quote, in conforming to this RFQ, provides an overall best value to the Government; technical and all other evaluation factors, and price considered. Quotations will be evaluated based on information submitted in the Technical, Past Performance, and Price quotations. The following factors shall be used to evaluate offers: Technical, Past Performance, and Price.

Technical subfactors are weighted equally. The overall Technical rating is considered more important than Past Performance but when Technical and Past Performance are combined, they are considered approximately equal to price.

The Government reserves the right not to make an award resulting from this competition if, in the opinion of the Government, none of the submissions would provide satisfactory performance at a price that is considered fair and reasonable and/or economically feasible or if agreement between the Government and contractor on the terms and conditions cannot be reached within the timeframe established by the Contracting Officer.

Any exceptions or deviations by the Offeror to the terms and conditions stated in this RFQ for inclusion in the resulting award may make the quotation unacceptable for award.

A. Technical: All technical subfactors are of equal weight. Quotes will be evaluated based on the submission of all requested information and the degree to which an Offeror demonstrates the following technical elements:

Amendment 0003 (clarified reference to “key” personnel – replace Amendment 0002 paragraph)

Subfactor 1: Key Personnel Qualifications – Offerors shall demonstrate that key personnel have the requisite experience, skill, and/or training, including any necessary certifications, in order to complete the work outlined in the SOW.

Key personnel to be evaluated at the BPA level are those personnel identified in Call Order 1 and Call Order 2, Help Desk Specialist III (Labor Category #1) and Business Analyst Level 2 - Technical (Labor Category #9).

Call Order 1 SOW requires two Key Personnel for Help Desk Specialist III and Call Order 2 requires one Key Personnel for Business Analyst Level 2 – Technical. Submit resumes for each Key Personnel, three personnel in total.

Resumes will not be submitted or evaluated for any other labor categories at time of award of the BPA or Call

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Orders 1 and 2.

Amendment 0003

Subfactor 2: Technical Expertise - Offerors must demonstrate a thorough understanding of the project and demonstrate the ability to meet the objectives outlined in the SOW in terms of necessary personnel, material, resources, and other supplies/services that may be required to perform the work.

Amendment 0003 (clarified reference to “key” personnel for Past Performance evaluation)

B. Past Performance: Past Performance will be evaluated based upon the following:

Successful completion of recent and relevant performance of other projects that are of a similar complexity and magnitude;

Demonstrated ability to meet deliverable and performance schedules, achieve high levels of customer satisfaction, and provide responsive solutions to issues and opportunities.

If submitting Past Past Performance of Key Personnel vs submitting Past Performance for your Organization, submit Past Performance for those personnel identified in Call Order 1 and Call Order 2, Help Desk Specialist III (Labor Category #1) and Business Analyst Level 2 - Technical (Labor Category #9), three personnel in total.

Amendment 0003

C. Price:

The proposed price will be evaluated to determine whether the proposed price is fair and reasonable. The labor rates for the BPA will be evaluated to determine whether the proposed labor rates are fair and reasonable. For the labor rates to be reasonable, it must represent a rate that a prudent person would pay in the conduct of competitive business. If the labor categories provided in the price quote for the BPA do not include the labor category titles identified in your GSA contract, you can update the labor rate titles in your quote with your titles and cross-walk the title with your GSA contract and provide the pricing for each. If the labor category is not included in your GSA contract, please indicate this in your price proposal.

The Offeror’s price quote will be evaluated to determine whether prices are fair and reasonable in accordance with FAR 8.405(d) based upon: a) the proposed labor categories and labor rates for the BPA contract for the base period and each of the BPA’s option periods; and b) Call Order 1 and 2 pricing, relative to the level of effort and the labor categories proposed for Call Orders 1 and 2.

- (a) 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).

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.

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The Government reserves the right not to make an award as a result of this competition if, in the opinion of the Government, none of the submissions would provide satisfactory performance at a price that is considered fair and reasonable and/or economically feasible or if agreement between the Government and Offeror on the terms and conditions cannot be reached within the timeframe established by the Contracting Officer.

Any exceptions or deviations by the Offeror to the terms and conditions stated in this RFQ for inclusion in the resulting award may make the quotation unacceptable for award.

[End of Section 9]

SECTION 10 – LIST OF DOCUMENTS AND OTHER ATTACHMENTS

Attachment A – Pricing Table (BPA, Call Order 1 Tab, Call Order 2 Tab)

Attachment B – Past Performance Questionnaire

Attachment C – Call Order 1 SOW

Attachment D – Call Order 2 SOW

[End of Section 10]