Maria Ma			JPPLIES OR SE						PAGE	OF PAGE
IMPORTANT:	<mark>Mark all packages ar</mark>	nd papers with co	ntract and/or orde	r numbers		~~~	·		1	26
09/20/20		2. CONTRACT N	U. (If any)	<u> </u>	1 a m m m m m m m m m m m m m m m m m m	6. SHIP TO	No Cont	acts	Identified	
3. ORDER NO		GS10F0062R			a. NAME OF CONSIGNEE					
	RDER NO 4. REQUISITION/REFERENCE NO D10PD18645				Line Item Ext		ription			
	FICE (Address corre	espandence to)			REET ADDRE line item des					
	ition Services Directo									
	reet, Suite 4000	rete								
				c. CIT	Y				d STATE e	ZIP CODE
Herndon	VA	20	0170-4817						OTHER PROPERTY.	
***************************************	7 TO:			f SHII	<sup>2</sup> VIA		***************************************			
a. NAME OF CO	ONTRACTOR		**************************************		****					
				<del> </del>		8	TYPE OF	ORI	)ER	
b. COMPANY N	· -			Ха	PURCHASE			T	1	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
	YTICS, LLC	****		REFER	RENCE YOUR:			-	D. DELIVERY - E.	
c STREET ADO 1389 CANT	ERBURY WAY							· · · · · · · · · · · · · · · · · · ·	instructions on the delivery order is s	ubject to
					turnish the follow				instructions conta only of this form a	
d. CITY		e STATE	I ZIP CODE		ins specified on attached sheet, i				subject to the term of the above-num	ns and condition
POTOMAC		MD	20854-6103	indicate						
	G AND APPROPRIAT D 252J NQA57 -		66	10. RE	QUISITIONIN	G OFFICE				1
	adab Haytor -	- 1.00050 / 1 K	00	NBC	- Acquisition	Services Dir	ectorate			
	CLASSIFICATION	(Check appropria						******		***************************************
Y a SMALL		D b. OTHER			c. DISADVAN	ITAGED		·	d WOMEN-OWNE	
12. F.O.B. POIN Destination			14. GOVERNMEN	I B/L NO.	15. DELIVE	R TO F.O.B BEFORE (		16.	DISCOUNT TER	RMS
	13. PLACE OF				Janon	DEI OIRE (	Dates		10 days	*/o
a. INSPECTION	b. ACCEP	TANCE							20 days 30 days	%
	- Commenter of				The state of the s				days	%
			001110111010			· · · · · · · · · · · · · · · · · · ·				* <del>***********************************</del>
		17.	SCHEDULE (See re	verse for F	(ejections) QUANTITY	T	UNIT			QUANTITY
ITEM NO (a)		SUPPLIES OR S	SERVICES		ORDERED	UNIT	PRICE		AMOUNT	ACCEPTE
(2)		(6)			(c)	(d)	(e)		(f)	(g)
	S	EE LINE ITEM	DETAU		**************************************		<del>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del>			+
		·	DETAIL							
						17				
	· · · · · · · · · · · · · · · · · · ·									
	energy control of the			i de la compania del compania de la compania del compania de la compania del la compania de la c						
	***************************************									
	18 SHIPPING POIN	NT   19. G	ROSS SHIPPING W	VEIGHT 2	0 INVOICE N	<b>O</b> .	· formandona		. monormore on the contract of the contract of	
		20 88411	8 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	<u> </u>		<del></del>				17(h) TOT
SEE BILLING VSTRUCTIONS	a NAME	· ZI. MAIL I	NVOICE TO No Cor	nacts iden	HITEG		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			(Cont
ON	GovPay Electronic In	nvoicing at http://	yop ysqyop ww							pages)
REVERSE	b STREET ADDRES				Additional and Angles ages and analysis of the second second second second second second second second second	Andread annual and the second of the second				
!	e-mail HelpDesk	@govpay gov	Phone 703-96	4-8802 .			and the second		a	17()
	c CITY		AND THE PROPERTY OF THE PROPER	ļā	STATE e 2	CIP CODE			\$4,967,177,00	GRAND TOTAL
	The College of the control of the College of the Co	art status etginningte siglike a kanpiyan siglik ass sestimba essessimi mamin minggis kannis da.					and the same of th			1
UNITED STAT			$\gamma \Lambda J$		[23	NAME	Typed)			Meritara no mere selemente ante a esta e en
AMERICA DI	(Signature)	122/11/11/11	1 Tours		i	Tamia A. Ti				
SN 7340-01-152-80		" SEV CA	- 1111XX			TITLE CONT	RACTING OF		RING OFFICER PTIONAL FORM 3	
	* *				the Land			€.)	THUNAL FORM 3.	47 (REV 6/95)

			SUPPLEMENTA	L INVOIC	ING INFOR	MATION		PAGE NO.	2 of 26
must be proprieted and exceed \$10	No other ovided: coi extended (except fo	y statement, (signed invoice will be submintract number (if any totals. Prepaid ship or parcel post), the b	ay be used by the Contra and dated) is on (or attac itted "However, if the Co ), order number, item nur ping costs will be indicate illing must be supported b	thed to) the ntractor with the ntractor of the	e order: "Pa vishes to sub escription of parate item of facing or re-	yment is requested in ti omit an invoice, the folic supplies or service, size on the invoice. Where:	the amount of awing information test, quantities, unit		- U, 20
an ordering	activity du	uing the same billing	period consolidated per	iodic billin	gs are enco	uraged.	dera are involved to		
			RECE	EIVING R	EPORT			***************************************	
Quantity in by me and	the "Quan conforms t	tity Accepted" colum o contract. Items lis	n on the face of this order ted below have been reje	r has bee	n: in.	spected, acce	epted. recei	ved	
SHIPMENT NUMBER	PARTIAI FINAL		DATE RECEIVED	Si	GNATURE C	OF AUTHORIZED U.S.	GOV'T REP	DATE	and the second desirements
	1	GROSS WEIGHT	RECEIVED AT	Tn	LÉ				**************************************
			REPORT	OF REJ	ECTIONS				and the same of th
ITEM NO	<b>D</b> .	SUPPLIE	S OR SERVICES		UNIT	QUANTITY REJECTED	REASON F	OR REJECTION	ON
			The state of the s						
	and the same of th				<u> </u>				
			44.44.49.49.49.49.49.49.49.49.49.49.49.4	······································					
Parlament and the second secon									
***********************									
		The state of the s		***************************************					
				······					
									·
					· · · · · · · · · · · · · · · · · · ·				*****
······································									
									· · · · · · · · · · · · · · · · · · ·
									****
		A STATE OF THE PARTY OF THE PAR			······································			***************************************	
			ra description of the state of						
								-	
		And the state of t							
		**************************************	2000 - American - Amer						
					Proprediction and analysis of the second contractions of the second contrac			and the second section of the	
									en er
in a solution from the control of th			Portform Administration and improve Art Walds and Administration Vision 1949 Art of Association and				Profession New Confession Commission Commiss		
a American i matematica a proprio por esta esta esta esta esta esta esta esta									
a ) an eithean de									obs announcement announcement,
		The second secon							······
XXX									**************************************

# ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO 3 of 26

DATE OF ORDER   CONTRACT NO.   GS10F0062R		ORDER NO D10PD18645			10PD18645	and the second s		
ITEM NO.	The state of the s	SUPPLIES OR (b)	SERVICES	QUANTITY ORDERED (c)	(a)	UNIT PRICE (e)	AMOUNT (f)	QUANTIT ACCEPTE (g)
Principle of the State of the S	This is a Firm Fixed Travel	l Price Task Order	with NTE Cost Reimbursable					
0001	BTOP Study			1.00	AU	4,802,177 000	4,802,177.00	
	Fully funded	Start Date 09/20/2010	End Date 09/30/2014	Po nejverov v Prozada dejvo v maja postava se		Mariyam (transminatopholydox		
0002	Travel			1.00	es, vieneje djoprimano i po	165,000.000	165,000.00	
	Fully funded cost reimb	ursable travel Not-To- Start Date 09/20/2010	Exceed \$165,000 00. <i>End Date</i> 09/30/2014		ann e e dyska melyk me en de e rejegisje, i ski maj en de jan je kommenty, an	Professional designation of the second		
			·					
Comment of the company contains	BIS # 61694 Solicitation # N10PS:	18444		And the second s			akaman najokan mangsa n	
					e prijerje — moto i zivinu da procesana da . —da poso		the second section of the section of	
							W (redocable display) and have	
de la compet desendado, a majorigi de prese								
Andrewsky or pay to A A hade sold de s					Anna de la composition della c			
VOTA e NET ANN FORM (MANAGEMENT MENTAN)				entities in the first property of the state		Maligra ex	a con ann an an ann ann ann ann ann ann ann	
rozzana zenilan unten kalanmajora en a			The man of the control of the contro	en elem e e e e e e e e e e e e e e e e e	<ul> <li>On the set of contract of the con</li></ul>	Place in the Commission of the Colon - to the Colon		
an a now of the control of the contr			Andrew Maria		Post former As representation (**)		And the second s	

	Contract	Level
The state of the s	Funding	Summary

Document Number D10PD18645

Title BTOP Study

Page 4 of 26

2010 - - NP - 6940 - - 252J - - NQA57 - - - 130596 - - 1K - 69 - - - - \$4.802,177.00

2010 - - NP - 6940 - - 252J - - NQA57 - - - 130596 - - 1K - 69 - - - - - - \$165,000.00

Total Funding: \$4,967,177.00

<u> </u>			
de	Document No.	Document Title	Dog Co.
	D10PD18645	BTOP Study	Page 5 of 26

RFQ # N10PS18444 is hereby being awarded as order # D10PD18645. From this point forward, all correspondence shall reference D10PD18645.

The vendor will provide services on behalf of the National Telecommunications and Information Administration, to conduct a study of the impact of the Broadband Technology Opportunities Program (BTOP) grant awards. This study shall comply with the tasks and deliverables as set forth in the Government Requirements Document dated 7/26/2010, entitled "Broadband Technology Opportunities Program Evaluation Study."

The maximum value of this Firm Fixed Priced Task Order is \$4,967,177.00. The period of performance is from September 20, 2010 to September 30, 2014. There are no option periods. The period of performance for the task order is awarded and fully funded in the amount of \$4,802,177.00. Cost reimbursable travel is fully funded in the amount of \$165,000.00.

The services have been determined to be Non-Severable.

DUNS # 151083305 TIN # 20-1204680

The Government Requirements Document dated7/26/2010, and the terms and conditions of GSA Contract number <u>GS-10F-0062R</u> are hereby incorporated by reference.

The vendor's price quote "Volume 2: Price Proposal Revised Sept. 8, 2010" and the vendor's technical quote "Volume 1: Technical Proposal," including all assumptions, are hereby accepted with the following modifications:

- Other Direct Costs Other direct costs have been incorporated into the Fixed Price amount. Tables in Sections 2 and 5 of the revised price quote reflect these changes.
- Timely Access to Data The vendor shall recommend and acquire data sources on their own. NTIA will not provide datasets.
- Timely Decisions The Government will have a maximum of twenty (20) working days from the day the draft report is
  received to review the document, provide comments back to the Contractor, and approve or disapprove the deliverable(s).
- Primary Data Collection Efforts the vendor shall include up to 15 projects in the case studies described in Tasks 3.1 and 3.4, and up to 12 projects in the case studies described in Task 3.5.

All invoices must be submitted to the GovPay online system as indicated on the cover sheet in Box 21.

#### Period of Performance

September 20, 2010 to September 30, 2014

#### CONTRACT HISTORY:

Contract Info	Begin Performance	End Performance	FFP	NTE	Funding	Notes
Award	September 20, 2010	September 30, 2014	\$4,802,177.00	\$165,000.00	\$4,967.177.00	Fully funded

Do	cument No.	Document Title	Page 6 of 26
DI	0PD18645	BTOP Study	1 484 0 01 20
			i 7

#### **FUNDING HISTORY:**

Description	Funding Doc	Fiscal Year	Funding Amount	Cumulative Funding	Notes
Award	M101093	FY09/10	\$4,967,177.00	\$4,967,177.00	2 Year ARRA Funding - Fully Funded
	Grand	Total	\$4,967,177.00	\$4,967,177.00	

#### **Points of Contact**

# Contracting Officer

Tamia A. True
Department of the Interior
Acquisition Services Directorate
National Business Center
381 Elden Street, Suite 4000
Herndon, Virginia 20170
(703) 964-4817 - Voice
(703) 964-8440 - Fax
Famia True@aqd.nbc.gov

ĺ			
I	Document No.	Document Title	Page 7 - 1.26
	D10PD18645	BTOP Study	Page 7 of 26
			i

#### Contracting Officer's Technical Representative

#### Laura Pettus

Department of Commerce
National Telecommunications and Information Administration (NTIA)
1401 Constitution Ave., NW. Room 4812
Washington, DC 20230
202-482-4509
Ipettus@ntia.doc.gov

#### Vendor

ASR Analytics, LLC Stephen Rhody 1389 Canterbury Way Potomac, MD 20854 703-961-3592 703-636-6845 – fax Stephen.rhody@asranalytics.com

# **TASK ORDER CLAUSES:**

# 52.217-8 -- Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 14 days.

(End of Clause)

# 52.252-2 -- CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <a href="http://www.arnet.gov">http://www.arnet.gov</a>.

- a. FAR 52:203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
- b. FAR 52,204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
- c. 52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JUN 2010)
- d. FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUNE 1987)
- e. FAR 52.227-17 RIGHTS IN DATA SPECIAL WORKS (DEC 2007)
- f. FAR 52.227-18 RIGHTS IN DATA -- EXISTING WORKS (DEC 2007)
- g. FAR 52,227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

<del></del>		
Document No.	Document Title	Page & of 36
D10PD18645	BTOP Study	Page 8 of 26
	<del></del>	

- h. FAR 52.215-2 -- AUDIT AND RECORDS NEGOTIATION, ALTERNATE I (MAR 2009).
- i. FAR 52.244-6 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2010)

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

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- $\frac{X}{2006}$ ), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).
- $\underline{X}$  (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- X (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).
- (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

  (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its

\_\_\_(8) [Reserved]

offer)(15 U.S.C. 657a).

- (9) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52,219-6.

Document No. D10PD18645	Document Title BTOP Study	Page 9 of 26
(iii) Alternate I	I (Mar 2004) of 52.219-6.	
(10) (i) 52.219-	7, Notice of Partial Small Business Set-A	side (June 2003) (15 U.S.C.
(ii) Alternate I	Oct 1995) of 52.219-7.	
(iii) Alternate I	(Mar 2004) of 52.219-7.	
$\frac{X}{637(d)(2)}$ and (3)).	Utilization of Small Business Concerns	(May 2004) (15 U.S.C.
$\frac{X}{(d)(4).)}$ (12) (i) 52.219-	9, Small Business Subcontracting Plan	(July 2010) (15 U.S.C. 637
(ii) Alternate I (	Oct 2001) of 52.219-9.	
(iii) Alternate II	(Oct 2001) of 52.219-9.	
(iv) Alternate II	(July 2010) of 52.219-9.	
(13) 52.219-14,	Limitations on Subcontracting (Dec 1996	) (15 U.S.C. 637(a)(14)).
$\frac{X}{U.S.C.}$ (14) 52.219-16, U.S.C. 637(d)(4)(F)	Liquidated Damages—Subcontracting i)).	Plan (Jan 1999) (15
Business Concerns (6	3, Notice of Price Evaluation Adjustment Dct 2008) (10 U.S.C. 2323) (if the offeror indicate in its offer).	for Small Disadvantaged elects to waive the
(ii) Alternate I (J	une 2003) of 52.219-23.	
(16) 52.219-25, 5 Disadvantaged Status U.S.C. 2323).	Small Disadvantaged Business Participation and Reporting (Apr 2008) (Pub. L. 103-1	on Program—355, section 7102, and 10
(17) 52.219-26, Subcontracting (Oct 2	small Disadvantaged Business Participation (2000) (Pub. L. 103-355, section 7102, and	on Program—Incentive 110 U.S.C. 2323).
(18) 52.219-27, N Set-Aside (May 2004	Notice of Total Service-Disabled Veteran- ) (15 U.S.C. 657 f).	Owned Small Business
X (19) 52.219-28, 1 2009) (15 U.S.C. 632	Post Award Small Business Program R (a)(2)).	erepresentation (Apr
<u>X</u> (20) 52.222-3, C	onvict Labor (June 2003) (E.O. 11755),	
(21) 52.222-19, C 2010) (E.O. 13126).	hild Labor—Cooperation with Authoritie	s and Remedies (Jul
<u>X</u> (22) 52.222-21, I	rohibition of Segregated Facilities (Feb	1999).

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

	Document No.	Document Title	Page 10 of 26
· · · · · · · · · · · · · · · · · · ·	D10PD18645	BTOP Study	
	X (24) 52.222-3 the Vietnam Era,	5, Equal Opportunity for Special Disal and Other Eligible Veterans (Sep 2006	bled Veterans, Veterans of b) (38 U.S.C. 4212).
	X (25) 52.222-3 U.S.C. 793).	6, Affirmative Action for Workers with	h Disabilities (Jun 1998) (29
	X (26) 52.222-3 the Vietnam Era,	7, Employment Reports on Special Dis- and Other Eligible Veterans (Sep 2006	abled Veterans, Veterans of ) (38 U.S.C. 4212).
	Order 12989). (No	4, Employment Eligibility Verification of applicable to the acquisition of commain other types of commercial items as	rercially available off-the-
	Designated Items (	-9, Estimate of Percentage of Recovered (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). mercially available off-the-shelf items.)	Material Content for EPA- (Not applicable to the
	(ii) Alternate I the acquisition of c	(May 2008) of 52.223-9 (42 U.S.C. 6962 ommercially available off-the-shelf items	(i)(2)(C)). (Not applicable to .)
	(29) 52.223-15 U.S.C. 8259b).	, Energy Efficiency in Energy-Consuming	g Products (Dec 2007) (42
	(30) (i) 52.223- Personal Computer	16, IEEE 1680 Standard for the Environr Products (Dec 2007) (E.O. 13423).	mental Assessment of
	(ii) Alternate I	(Dec 2007) of 52.223-16.	
	(31) 52.225-1,	Buy American ActSupplies (Feb 2009)	(41 U.S.C. 10a-10d).
	(Jun 2009) (41 U.S.	3, Buy American Act –Free Trade Agreen C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S. 08-77, 108-78, 108-286, 108-301, 109-53	C. 2112 note, 19 U.S.C.

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

110-138).

- \_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- (33) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (34) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- $\frac{}{\mathrm{U.S.C.}}$  (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

1	ocument No. 10PD18645	Document Title BTOP Study	Page 11 of 2
(4)	_(37) 52,232-29 U.S.C. 255(f),	Terms for Financing of Purchases of Co. 10 U.S.C. 2307(f)).	mmercial Items (Feb 2002)
255	(38) 52.232.30 5(f), 10 U.S.C. 2	, Installment Payments for Commercial Ite 307(f)).	ems (Oct 1995) (41 U.S.C.
$\frac{X}{Re}$	_ (39) 52.232-33 gistration (Oct.	3, Payment by Electronic Funds Transfe 2003) (31 U.S.C. 3332).	er—Central Contractor
Cor	(40) 52.232-34, atractor Registra	, Payment by Electronic Funds Transfer—tion (May 1999) (31 U.S.C. 3332).	-Other Than Central
- Address of the Control of the Cont	(41) 52.232-36,	Payment by Third Party (Feb 2010) (31 t	U.S.C. 3332).
		Privacy or Security Safeguards (Aug 19	
(Feb	(43) (i) 52.247- 2006) (46 U.S.	64, Preference for Privately Owned U.SI C. Appx 1241(b) and 10 U.S.C. 2631).	Flag Commercial Vessels
***************************************	(ii) Alternate I (	Apr 2003) of 52.247-64.	
mar the Contracting Office	r nas indicated a	AR clauses in this paragraph (c), applicables being incorporated in this contract by recable to acquisitions of commercial items:	eference to implement
	[Contrac	eting Officer check as appropriate.]	
Annife experience	(1) 52.222-41, \$	Service Contract Act of 1965 (Nov 2007)	(41 U.S.C. 351, et seq.).
$\overline{\text{U.s.}}$	(2) 52.222-42, S C. 206 and 41 U	tatement of Equivalent Rates for Federal I .S.C. 351, et seq.).	Hires (May 1989) (29
Adju	(3) 52.222-43, Fastment (Multiple C. 351, et seq.).	air Labor Standards Act and Service Cont e Year and Option Contracts) (Sep 2009) (	ract Act Price (29 U.S.C.206 and 41
Adju	(4) 52.222-44, Fa stment (Sep 200	air Labor Standards Act and Service Contr 9) (29 U.S.C. 206 and 41 U.S.C. 351, <i>et s</i> .	ract Act Price
for N	5) 52.222-51, Exfaintenance, Call. S.C. 351, et seç	xemption from Application of the Service ibration, or Repair of Certain Equipment- q.).	Contract Act to Contracts -Requirements (Nov 2007)
for C	6) 52.222-53, Exertain Services	cemption from Application of the Service Requirements (Feb 2009) (41 U.S.C. 351,	Contract Act to Contracts, et seq.).
2009	7) 52.226-6, Pro ) (Pub. L. 110-24	moting Excess Food Donation to Nonprof 47).	řit Organizations. (Mar
5112(	8) 52.237-11, Ac p)(1)).	ecepting and Dispensing of \$1 Coin (Sep 2	2008) (31 U.S.C.

F			
ı	Document No.	Document Title	December 12 222
L	D10PD18645	BTOP Study	Page 12 of 26
			L

- (d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
  - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
  - (2) The Contractor shall make available at its offices at all reasonable times the records. materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
  - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
  - (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
    - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).
    - (ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
    - (iii) [Reserved]
    - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
    - (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Victnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).
    - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
    - (vii) [Reserved]
    - (viii) 52.222-41. Service Contract Act of 1965. (Nov 2007), (4) U.S.C. 351, et seg.)
    - (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(e)

ſ		<del></del>		
l	Document	No.	Document Title	Dags 12 - 636
	D10PD186	45	BTOP Study	Page 13 of 26
				í

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

- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)
- (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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

# ADDITIONAL RECOVERY ACT REQUIREMENTS

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

### SEC. 1512. REPORTS ON USE OF FUNDS.

- (a) Short Title- This section may be cited as the 'Jobs Accountability Act'.
- (b) Definitions- In this section:
- (1) RECIPIENT- The term 'recipient'--
- (A) means any entity that receives recovery funds directly from the Federal Government (including recovery funds received through grant, loan, or contract) other than an individual; and
- (B) includes a State that receives recovery funds.
- (2) RECOVERY FUNDS- The term 'recovery funds' means any funds that are made available from appropriations made under this Act.
- (c) Recipient Reports- Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains--
- (1) the total amount of recovery funds received from that agency;
- (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--
- (A) the name of the project or activity:
- (B) a description of the project or activity;
- (C) an evaluation of the completion status of the project or activity;

<del>                                     </del>		
Document No.	Document Title	Don't Land
D10PD18645	BTOP Study	Page 14 of 26

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

### **DIAR (Department of the Interior) CLAUSES:**

# 1452.203-70, Restrictions on Endorsements - DOI July 1996

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

(End of clause)

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

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

(End of clause)

Document No.	Document Title	Page 15 of 26
D10PD18645	BTOP Study	1 486 13 01 20

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

A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor for Acquisition and Intellectual Property, 1849 C Street, NW, Room 6456, Washington, D.C. 20240.

(End of clause)

# 1452.204-70 Release of Claims - Department of the Interior

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this task order. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release. The form may be found at: <a href="http://www.doi.gov/nbc/formsmgt/forms/di137.pdf">http://www.doi.gov/nbc/formsmgt/forms/di137.pdf</a>.

(End of clause)

# DIAPR 2010-18 Authorities and Delegations (May 2010)

- (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
- (b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

#### Laura Pettus

Department of Commerce
National Telecommunications and Information Administration (NTIA)
1401 Constitution Ave., NW. Room 4812
Washington, DC 20230
202-482-4509
lpettus@ntia.doc.gov

- (c) The COR is not authorized to perform, formally or informally, any of the following actions:
- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause:
- (4) Terminate, for any reason, the Contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government.
- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks,

1				
ı	Do	cument No.	Document Title	Page 16 af 26
	D1(	0PD18645	BTOP Study	Page 16 of 26

liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
  - (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of Clause)

# 14. CUSTOM TASK ORDER CLAUSES:

The resultant task order will include the following custom clauses:

# Custom Clause #1 - GovPay Electronic Invoicing Requirements

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

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

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

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

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

	Document No.	Document Title	Day 12 652
ĺ	D10PD18645	BTOP Study	Page 17 of 26
			<u> </u>

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

### Additional Invoice Requirements

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

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

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

(End of Custom Clause #1a)

# Custom Clause # 2 - Personnel Requirements

#### **Key Personnel Definition**

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

### **Key Personnel Designation**

For the purpose of the overall performance of this effort, the Contractor's Principal Investigator, Project Manager, Lead Researcher, and Lead Analyst shall be designated as key personnel.

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

1				
	P. P	Document No.	Document Title	Page 18 of 26
		D10PD18645	BTOP Study	1486 10 01 20

#### Key Personnel Substitution

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

### Personnel Performance/Replacement

- a. The contractor shall provide a resume for each individual assigned to work on this effort.
- b. Personnel assigned to this contract will not be removed without Government Approval.
- c. The Government reserves the right to judge the technical skill and competence of the individual and to require the individual's replacement if the individual's qualifications or performance are judged deficient at any time with written notification.
- d. The Government reserves the right to judge the qualifications and acceptability of any individual proposed by the contractor for any position, and may require the contractor to replace an individual whose qualifications and suitability are judged deficient with written notification.
- e. The Government requires from the contractor to identify key personnel for the total period of the project. The execution of project tasks will be subject to the precise assignment of specific individuals identified as key personnel. The contractor must ensure the continued assignment of personnel from project start to project finish. In the event an individual become incapacitated or leaves the company, it is the responsibility of the contractor to have qualified and/or cleared (if required) individuals on staff to accomplish the task with a minimal learning curve.
- f. For temporary and/or permanent replacement personnel, the contractor shall provide a resume for each individual prior to that individual's reporting for work on this effort.

(End of Custom Clause #2)

# Custom Clause #3 - Cooperation with Other On-Site Contractors

- a) When the Government undertakes or awards other task orders or contracts for additional work at the facilities, the Contractor must: (1) fully cooperate with the other Contractors and Government employees, and (2) carefully fit its own work to such other additional contracted work as may be directed by the COTR. The Contractor must not commit or permit any act that will interfere with the performance of work awarded to another Contractor or with the performance of other Government employees.
- b) In any case where, in the course of fulfilling the task order requirements, the Contractor disturbs any work guaranteed under another separate contract, the Contractor must restore such disturbed work to a condition satisfactory to the COTR and guarantee such restored work to the same extent as it was guaranteed under the other contract.

Document No.	Document Title	Page 19 of 26
D10PD18645	BTOP Study	1 445 17 01 20

# Custom Clause # 4 - Organizational Conflict of Interest

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

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

Remedies - The Contracting Officer may terminate this contract action for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for cause or default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

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

(End of Custom Clause #4)

# Custom Clause # 5 - Post Award Evaluation of Contractor Performance

#### Contractor Performance Evaluations

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

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

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

# Electronic Access to Contractor Performance Evaluations

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

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the contracting official in the

i				
	Document No.	Document Title	Page 20 of 26	
İ	D10PD18645	BTOP Study	. "SC 20 01 20	i

event the primary contact is unavailable to process the evaluation within the required thirty (30) calendar day time frame.

(End of Custom Clause #5)

### Custom Clause # 6 - Identification/ Building Pass

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

  (End of Custom Clause #6)

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

Because the Government will not receive the full benefit of the project during the on-going performance of this Firm Fixed Price, non-severable contract, and to acknowledge the key benefits will be obtained upon acceptance of the final deliverables, the Contracting Officer will withhold a balance of 20% of the total contract value until:

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

(End of Custom Clause #7)

- Control of the Cont	Document No.	Document Title	Page 21 of 26
	D10PD18645	BTOP Study	1456 21 01 20

# Clause #8 - Confidentiality and Disclosure of Information

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

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

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

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

(End of Custom Clause #8)

# Contracting Officer's Technical Representative (COTR) Responsibilities

- a) The COTR is the individual within the Program Management function who has overall technical responsibility for this effort.
- b) The COTR supports the CO/CA during administration of this effort by:
  - 1) Making final decisions regarding any recommended rejection of deliverables;
  - 2) Providing technical clarification relative to overall workload matters;
  - 3) Providing advice and guidance to the Contractor in the preparation of deliverables and services;
  - 4) Providing acceptance of deliverable products to assure compliance with requirements.
- c) The COTR provides technical direction to the Contractor, i.e., shifting work emphasis between areas of work; fills in details, or otherwise serves to accomplish the purposes of this effort. Technical direction shall be within the general statement of work for this effort.
- d) In addition to providing technical direction, the COTR will:
  - 1) Monitor the Contractor's technical progress, including surveillance and assessment of performance, and recommend to the CO and CA, any changes in the requirement;
  - 2) Assist the Contractor in the resolution of technical problems encountered during performance; and
  - 3) Perform inspection and acceptance or recommendation for rejection of Contractor deliverables and identify deficiencies in delivered items. This does not replace any other quality assurance inspection requirements that are specified elsewhere within this SOW.

T		
Document No.	Document Title	Page 22 of 26
D10PD18645	BTOP Study	

- e) The COTR does NOT have the authority to and may NOT issue any technical direction which:
  - 1) Constitutes an assignment of work outside the general scope of this effort;
  - 2) Constitutes a change as defined in the "Changes" clause;
  - 3) In any way causes an increase or decrease in cost or the time required for performance;
  - 4) Changes any of the terms, conditions, or other requirements of this effort; and
  - 5) Suspends or terminates any portion of this effort;
  - 6) The COTR does not have the authority to commit government funds.

CONTRACTING OFFICER / ADMINISTRATION: All contract questions and concerns will be directed to the Government Contracting Officer, Ms. Tamia A. True. The Government Contracting Officer is the only individual with the authority to financially obligate the government and to modify this contract. The contractor is responsible for notifying the contracting officer of any potential issues or concerns – technical, scope or financial, concerning this task order.

#### **CONTRACTOR RESPONSIBILITY:**

If in the opinion of the Contractor, any instruction or direction issued by the COTR is outside of their specific authority, the Contractor shall not proceed but shall notify the CO/CA in writing within 3 working days after receipt of any instruction or direction.

#### **INVOICING**

ELECTRONIC INVOICE SUBMISSION: For GovPay information, <u>invoice submission</u>, and online training, please go to <u>www.govpay.gov</u>. The GovPay Help Desk is prepared to answer your questions. Please contact them at <u>HelpDesk@govpay.gov</u> or call the GovPay Team's phone number at 703-964-8802.

The vendor must submit an invoice for payment no later than 30 calendar days after the end of the month of performance of services for each month services are performed. The vendor must notify the contracting officer in writing if the invoice will not be submitted within the specified time frame. Invoices MUST be submitted ELECTRONICALLY. HARD COPIES OF INVOICES WILL NOT BE PROCESSED.

The contractor is responsible for ensuring invoices submitted are accurate and complete, and all labor, travel and other direct costs are in accordance with federal guidelines, the Federal Travel Regulations and other Government mandates and directives.

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

#### Invoice Contents

The Contractor shall bill no more than <u>once monthly</u>. Invoices will be paid upon approval and acceptance by the Government COTR. Invoices must include, as a minimum, the following information for each individual:

- Name of employee
- Time Period Covered for services performed
- Productive Direct Labor Hours/Dollars for the current billing period
- Productive Direct Labor Hours/Dollars cumulative to date

1						
	Docume	nt No.	Document Title	Page 23 of 26		
-	DIOPDI	8645	BTOP Study	1000 2000 100		

- Labor Category(s)
- Hourly Rate
- Travel must include the name of the traveler, travel itinerary, purpose of travel (event, exercise, workshop, etc), and any other documentation requested by the COTR for Finance/Administration. A copy of the approved travel request form should be attached for reference.

#### Invoice Payment

Payments under this order will be due 30 calendar days after the date of actual receipt of proper invoice in the office designated to receive the original invoice or final acceptance of the goods or services, whichever is later.

The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the day payment is made.

#### Final Invoice

Within sixty calendar days of completion of services:

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

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

# CENTRAL CONTRACTOR REGISTRATION (CCR) - NEW CONTRACTS

The Department of the Interior has adopted the Department of Defense's Central Contractor Registration database as its database for contractor information. Accordingly, the following requirements apply to this effort.

Definitions. As used in this clause --

"Central Contractor Registration (CCR) database" means the primary Department of Defense (DoD) repository for contractor information required for the conduct of business with DoD.

"Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

Document No.	Document Title	Page 24 of 26	
D10PD18645	BTOP Study		

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

"Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4, if applicable, is in the CCR database; the DUNS number has been validated; and all edits have been successfully completed.

By submission of an offer, the offeror acknowledges the requirement that it must be registered in the CCR database prior to contract award, during performance, and through final payment of any task order resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

The offeror shall provide its DUNS or, if applicable, it's DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

Lack of registration in the CCR database will make an offeror ineligible for award of a Department of the Interior task order.

DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

Following the Contractor's initial registration in CCR and receipt of any Department of the Interior award of a contract, purchase order, delivery order, task order, basic agreement, basic ordering agreement, or blanket purchase agreement, the Contractor must directly notify the Contracting Officer of any of its changed mandatory business data in CCR within three business days of the change. (See the CCR Handbook at www.ccr.gov for the current mandatory registration data fields, or contact the CCR Assistance Center at 888-227-2423 or 616-961-4725.)

Offerors and contractors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov, from the Defense Electronic Business Program Office (Defense e-Business) at contact.ccr@us.pwcglobal.com, from the CCR Assistance Center at 888-227-2423 or 616-961-4725, from the Defense Logistic Information Service at dlis\_support@dlis.dla.mil.

Contractors such as some consultants and sole proprietorships that are small firms that would otherwise have no use for a Dun & Bradstreet (D&B) number may use an alternative D&B registration method. If needing a D&B number principally for CCR registration, such a Contractor should call D&B toll-free at 800/546-0024, and clearly state that it is a very small business and simply needs a DUNS number for the purpose of CCR registration.

The Office of Management and Budget has instructed all federal agencies to adopt use of the Central Contactor

i	<u> </u>					
	The second secon	Document No.	Document Title	Days 25 - 525		
***************************************	L	D10PD18645	BTOP Study	Page 25 of 26		
				<u> </u>		

Registration system as a single, government-wide system for storing contractor procurement and payment information. The CCR was developed by the Department of Defense and has been in use there since 1998.

When registering in the CCR, vendors need to be ready to provide the following information about their companies. (Mandatory fields are marked \*.)

The CCR web site includes more detailed instructions for each data element and information on how to obtain a DUNS number. You must have a DUNS number before you can register.

(This Section Intentionally Left Blank)

	Document No.	Document Title			
	D10PD18645	BTOP Study	Page 26 of 26		

### General Information:

\*Data Universal Numbering System (DUNS)

Number

CAGE Code (one will be assigned if you do not have one)

\*Legal Business Name and Doing Business As (DBA)

\*US Federal TIN

Division Name and Number (if registering as part of a larger organization)

\*Physical Street Address 1 Physical Street Address 2 \*City, State, Zip

\*Country

Mailing Address Information

\*Date Business Started

\*Fiscal Year End Close Date

\*Average # of Employees and Annual

Revenue

Company Security Level (if applicable) Highest Employee security Level

Corporate Web Page URL

# Corporate Information:

\*Type of Organization (sole proprietor, corporation, tax exempt corporation, government, etc)

\*Business Types (more detailed categories similar to above)

Minority Owned Business Specific Types

#### Goods/Services:

\*North American Industry Classification System (NAICS) Codes

\*Standard Industrial Classification (SIC) Codes

Product Service Codes (PSC Codes) - for services

Federal Supply Classification Codes (FSC Codes) - for products

#### Financial Information:

EFT information -

\*Financial Institution

\*ABA Routing Number

\*Account Number, Type, & Lockbox

Number

\*Authorization Date

\*Automated Clearing House

\*Remittance Information

\*Accounts Receivable contact

\*Credit Card accepted (yes/no)

#### Point of Contact:

\*Primary CCR contact person

\*Alternate Contact

Government Business POC Past Performance POC

Electronic Business POC

Electronic Data Interchange (EDI)

EDI Contact Information

END OF AWARD