

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 0040576223		PAGE OF 1 32	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 140F0922Q0101		6. SOLICITATION ISSUE DATE 08/04/2022
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Tonia Ellen			b. TELEPHONE NUMBER (No collect calls) 7033582024		8. OFFER DUE DATE/LOCAL TIME 08/18/2022 1700 ED
9. ISSUED BY  FWS Goods & Services 5275 Leesburg Pike Falls Church VA 22041		CODE FGS	10. THIS ACQUISITION IS  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		SET ASIDE: % FOR:  NAICS: 541690  SIZE STANDARD: \$16.5
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO  FWS ASSIST DIR-NWRS MAIN INTERIOR 1849 C STREET NW, ROOM 3331 WASHINGTON DC 20240-0001		CODE 0008350499	16. ADMINISTERED BY  FWS Goods & Services 5275 Leesburg Pike Falls Church VA 22041		CODE FGS		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	In accordance with the terms of FAR 12.603:  This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.  The U.S. Fish and Wildlife Service, and Aquatic <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				Tonia Ellen			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Conservation programs Branch of Communications and Partnership seeks a qualified consultant.</p> <p>The consultant will provide professional services to assist Designated Federal Officer (DFO) and the Sport Fishing and Boating Partnership Council in completing an assessment of the activities of the Recreational Boating and Fishing Foundation (RBFF) in implementing the National Outreach and Communications Program (NOCP).</p> <p>The contractor shall furnish the necessary personnel, material, equipment, and services to complete the tasks outlined in the Statement of Work.</p> <p>The solicitation number for this requirement is 140F0922Q0101 and this is a Request For Quote</p> <p>The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2022-04 January 30, 2022</p> <p>The associated NAICS code is 541690</p> <p>Period of Performance</p> <p>Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
			42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

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	<p>Base- September 15, 2022- September 14, 2023 Option Year- September 15, 2023- September 14, 2024</p> <p>The statement of work is in the attachment entitled Statement of Work for the Periodic Assessment of the Implementation of the National Outreach and Communications Program</p> <p>The provision at 52.212-1, Instructions to Offerors Commercial, applies to this acquisition and a statement regarding any addenda to the provision.</p> <p>The provision at 52.212-2, Evaluation Commercial Items, is applicable</p> <p>Proposals will be evaluated on:</p> <p>Management Approach Identify the key personnel to be assigned to this contract and supply resumes to include technical expertise, background, experience, and current job functions (resumes will not be included in page count). Describe how key personnel will handle their respective tasks.</p> <p>Technical Approach The offeror shall provide a project plan showing significant actions/events, including, at a minimum: The collection and analysis of quantitative and qualitative data and the initial assessment report. The recommendations for evaluating outcomes of future boating and fishing engagement campaigns and conservation strategies including measuring effectiveness of campaigns. The synthesis of all of the acquired information into a final report. The process for assessing and developing future metrics.</p> <p>Past Performance/Relevant Experience The offeror shall submit a narrative description Continued ...</p>				

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00010	<p>of their past performance in providing similar products over the past three (3) years. The offeror shall describe one to three projects in sufficient detail for the Government to perform an evaluation of the offerors past performance. At a minimum, the offeror shall provide the following information:</p> <p>Contract Number, for past government projects Project Description Scope of the Project Period of Performance Point of Contact and Telephone Number for References</p> <p>Offerors shall include a completed copy of the provision at 52.212-3, Offeror Representations and Certifications Commercial Items, with its offer, or submit a printout to their Online Reps and Certs.</p> <p>The clause at 52.212-4, Contract Terms and Conditions Commercial Items, applies to this acquisition.</p> <p>The clause at 52.212-5, Contract Terms and Conditions Required To Implement Statutes or Executive Orders Commercial Items, applies to this acquisition.</p> <p>Questions regarding this Solicitation are due by: September 1, 2022</p> <p>Solicitation closes: August 18, 2022 ALL RESPONSES MUST BE E-MAILED TO: Contract Specialist:Tonia_ellen@fws.gov</p> <p>Delivery: 09/14/2023 Period of Performance: 09/15/2022 to 09/14/2023</p> <p>Project Management Assistance</p> <p>Meeting Logistical Assistance</p> <p>Meeting Facilitation</p> <p>Continued ...</p>				

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01001	Data Collection and Evaluation				
	Stakeholder Feedback				
	Professional writing services				
	On-line resources				
	Project Management Assistance				
	Meeting Logistical Assistance				
	Meeting Facilitation				
	Data Collection and Evaluation				
	Stakeholder feedback				
	Professional writing services (Option Line Item)				
	09/15/2023				
	Period of Performance: 09/15/2023 to 09/14/2024				
	U.S. Fish and Wildlife Service and Sport Fishing and Boating Partnership Council				
	Statement of Work for the Periodic Assessment of the Implementation of the National Outreach and Communications Program				

1. GENERAL

The U.S. Fish and Wildlife Service's (Service) Fish and Aquatic Conservation program's Branch of Communications and Partnerships seeks a qualified consultant to provide professional services to assist Designated Federal Officer (DFO) Tom McCann, and the Sport Fishing and Boating Partnership Council (Council) in completing an assessment of the activities of the Recreational Boating and Fishing Foundation (RBFF) in implementing the National Outreach and Communications Program (NOCP).

The Council is a federal advisory committee that advises the Secretary of the Interior and Service Director about aquatic conservation endeavors that benefit recreational fishery resources and Continued ...

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	<p>recreational boating and that encourage partnerships among industry, the public, and government. It is made up of high-level representatives of states, nongovernmental organizations, tribes, and industry. The RBFF is a 501c (3) organization that has received a Sport Fish Restoration multi-year grant to implement the NOCP.</p> <p>2. BACKGROUND</p> <p>The Sportfishing and Boating Safety Act of 1998 (Act) directed the Secretary of the Interior to develop and implement, in cooperation with the Council, a NOCP to reduce barriers to participation in recreational boating and fishing and encourage conservation of and respect for aquatic resources. The RBFF was created in September 1998 as a nonprofit organization to assist the Service and the Department of the Interior in implementing the NOCP. The Act directs the Secretary of the Interior to undertake a review of the program "periodically but not less frequently than once every 3 years."</p> <p>Responsibility for undertaking the required assessment was delegated to the Council in a 1999 memorandum of understanding (MOU). The MOU states that the Council "will monitor the implementation of the Program, will evaluate effectiveness of the program by communicating regularly with its stakeholders and will regularly report findings to the Secretary and the signatories of this agreement."</p> <p>The basis for the current assessment includes multiple documents:</p> <ul style="list-style-type: none"><li>Sportfishing and Boating Safety Act of 1998</li><li>Strategic Plan for the National Outreach and Communication Program (1998)</li><li>1999 Memorandum of Understanding</li><li>The 2002 - Implementation of the Strategic Plan for the National Outreach and Communication Program report.</li></ul> <p>To date, four programmatic assessments have been conducted (in 2007, 2010, 2015 and 2016):</p> <ul style="list-style-type: none"><li>Programmatic Assessment of the Recreational</li></ul> <p>Continued ...</p>				

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	<p>Boating and Fishing Foundation, FY 2003-2006. Programmatic Assessment of the Recreational Boating and Fishing Foundation, FY 2007-2009. Programmatic Assessment of the Recreational Boating and Fishing Foundation, FY 2010-2012. Programmatic Assessment of the Recreational Boating and Fishing Foundation, FY 2013-2015.</p> <p>3. PROJECT DETAILS</p> <p>The project will assess progress on implementation of the NOCP, including recommendations from the most recent assessment, identify any metrics that are no longer relevant, assist the Council in developing new metrics or recommendations for RBFF's work, and identify new issues for RBFF to consider. The project will also recommend improvements to measuring the effectiveness of RBFF programs to engage anglers and boaters over the long term, including outcomes of ongoing campaigns, and recommendations for assessing future campaigns that seek to reduce barriers to participation in recreational boating and fishing and encourage conservation of and respect for aquatic resources.</p> <p>The assessment will cover FY 2016-2021 and consist of five parts:</p> <p>1. Collection and analysis of quantitative data outlined in the metrics document. Data will be provided by the RBFF to the Council. It may be necessary to make a supplementary data call to reflect the time between the initial delivery of data and the start of work by the contractor. The contractor will assist the DFO and assessment team in determining the scope of and analyzing the data to determine whether RBFF met performance benchmarks. Subsequent data requests will be made to the RBFF after initial consideration of the accomplishment data provided. Data will include, but not be limited to, results of RBFF activities as measured by the performance benchmarks, published and unpublished material including summaries and reports, correspondence, financial statements, RBFF strategic plans, and databases prepared by RBFF professional staff, consultants, and others. Continued ...</p>				

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	<p>Council members will provide contacts for any supplementary information that is needed.</p> <p>2. Collection and analysis of qualitative data, including feedback from RBFF stakeholders and partners.</p> <p>The contractor will collect and analyze qualitative data, including, but not limited to, the assessment questions from prior assessments. This data will also be used in determining whether and to what extent RBFF has implemented "soft" findings and recommendations under each of the five assessment questions included in prior assessments. In addition, the contractor will need to incorporate into this analysis the new metrics of success for RBFF performance that were developed and adopted by the Council in 2017. The five assessment questions are:</p> <p>1. Have RBFF activities had a positive impact on recruitment and retention of boaters and anglers?</p> <p>2. Have Stakeholders found added value in the adoption of RBFF products?</p> <p>3. Has RBFF increased the publics knowledge of boating and fishing techniques, and its awareness of boating and fishing opportunities?</p> <p>4. How has RBFF enhanced the publics understanding of aquatic resources?</p> <p>5. Have RBFF products and activities increased conservation and responsible use of aquatic resources by boaters and anglers?</p> <p>The contractor will also solicit input from RBFF stakeholders and partners. This will be accomplished through multiple formats including any combination of the following: online surveys, focus groups (including telephone, web-based, and other options that do not require focus group participants to be physically present in one location), group presentations, meetings, interviews, email correspondence, and web postings. This material will be made available digitally to facilitate interaction from the Council assessment team.</p> <p>Possible stakeholders include members of the recreational boating and fishing industries, state and federal fish and game and boating agencies, and other constituents. This feedback will build on the baseline established by the Continued ...</p>				



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	<p>most recently completed assessment. Stakeholder input will provide important information related to the effectiveness of and value placed on the existing programs of RBFF. Stakeholder input will also be collected on the future needs of the RBFF stakeholder/partner community. This input will inform recommendations from the assessment team to the Council to improve RBFF performance in the future.</p> <p>3. Recommendations for evaluating outcomes of future boating and fishing engagement campaigns, and conservation strategies including measuring effectiveness of campaigns.</p> <p>The project will assess progress on implementation of findings and recommendations from the most recent assessment, identify any metrics that are no longer relevant, assist the Council in developing new metrics or recommendations for RBFF's work, and identify new issues for RBFF to consider. The project will also recommend improvements to measuring the effectiveness of NOCP activities to engage anglers and boaters over the long term, including outcomes of ongoing campaigns, and recommendations for assessing future campaigns that seek to reduce barriers to participation in recreational boating and fishing and encourage conservation of and respect for aquatic resources. Future campaigns may include efforts to reach specific audiences, identify and/or reduce barriers to angling and boating, or reinforce fish and wildlife conservation messages.</p> <p>4. Synthesis of all information into a final assessment report to the Council.</p> <p>The contractor, under guidance of and review by the assessment team and DFO, will synthesize all materials collected into a final report for the Service and the Council. This report will highlight progress made and any shortcomings identified in implementing the NOCP, including RBFF's performance as measured by specific performance benchmarks or metrics; will report on the perspectives of stakeholders and partners; and it will address areas where RBFF may adjust activities to implement the NOCP to meet the</p> <p>Continued ...</p>				

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	<p>future needs of RBFF stakeholders and partners. The final report will be submitted digitally and in print (20 copies with notes as appendices). The digital version must adhere to Section 508 guidelines, ensuring that it is accessible to, and usable by, individuals with disabilities.</p> <p>5. Coordination and synthesis of future assessment performance metrics. The contractor will convene and coordinate a multi-organization team, consisting of representatives from the Service, Council, RBFF, and the Association of Fish and Wildlife Agencies. The teams task is to update the 2017 assessment performance metrics to ensure they remain relevant and accurately assess progress in meeting the objectives of the NOCP for future assessments. The contractor will organize meeting logistics, facilitate meetings, and assist members in updating the metrics based on the findings and recommendations of the assessment. Meetings may be virtual and/or in-person, subject to Federal travel regulations and the ongoing pandemic. The contractor will submit the updated metrics to the Service and Council for approval. A final presentation of the assessment and metrics will be submitted to the Service and Council, and the contractor will be expected to present the findings at a full Council meeting. Date and time to be coordinated with DFO.</p> <p>4. WORK TO BE PERFORMED BY CONTRACTOR The contractor shall furnish the necessary personnel, material, equipment, and services to complete the tasks outlined in this Statement of Work.</p> <p>5. GOVERNMENT-FURNISHED MATERIALS/SERVICES The Service will provide project management oversight.</p> <p>6. SUMMARY OF MILESTONE DUE DATES Within 10 days after award, contact the DFO to discuss initial steps of contract implementation, confirmation of project milestones and timeframes, and determine dates for initial meeting. Please refer to the bullets below for estimated timeframes.</p> <p>Continued ...</p>				

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	<p>1. Collection and analysis of quantitative data outlined in the metrics document.</p> <p>a. Estimated time to complete: 1-2 months</p> <p>2. Collection and analysis of qualitative data, including feedback from RBFF stakeholders and partners.</p> <p>a. Estimated time to complete: 1-2 months</p> <p>b. Milestone: Initial written assessment based on quantitative and qualitative data due within three months of initial meeting.</p> <p>c. Review of initial written assessment and feedback provided to contractor.</p> <p>3. Recommendations for evaluating outcomes of future boating and fishing engagement campaigns and conservation strategies including measuring effectiveness of campaigns.</p> <p>a. Estimated time to complete: 1 month</p> <p>b. Milestone: Draft report due within six months of initial meeting based on analysis of data and feedback from client.</p> <p>4. Synthesis of all information into a final assessment report to the Council.</p> <p>a. Estimated time to complete: 1-2 months</p> <p>b. Milestone: Final report due within nine months of initial meeting based on analysis of data and feedback from client.</p> <p>5. Coordination and synthesis of future assessment performance metrics.</p> <p>a. Estimated time to complete: 2-3 months</p> <p>b. Milestone: Final metrics report due within twelve months of initial meeting.</p> <p>c. Milestone: Final presentation of assessment and metrics to client, date to be determined by Council meeting schedule.</p> <p>Written/electronic files and reports will be delivered in Microsoft-based formats (e.g., Word, Excel, and PowerPoint) and Adobe PDF.</p> <p>7. SUMMARY OF QUALIFICATIONS</p> <p>The contractor will be evaluating campaigns designed to increase participation in recreational boating and fishing and encourage conservation of and respect for aquatic resources. Therefore, applicants must have</p> <p>Continued ...</p>				

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	<p>recent, demonstrated expertise and/or experience in the following categories:</p> <p>a. Expertise in strategic communications including planning, message development, audience identification and segmentation, campaign monitoring, and campaign evaluation.</p> <p>b. Expertise in branding, digital/print/broadcast advertising, marketing, and partnerships.</p> <p>c. Expertise in assessing communications/marketing/advertising campaign outcomes.</p> <p>d. Experience with behavior change/adoption or social marketing campaigns (ex. Smokey Bear and Don't Mess with Texas).</p> <p>e. Experience with boating and angler audiences, and fish and conservation issues preferred.</p> <p>f. Experience working with public and private sector clients preferred.</p> <p>8. DELIVERABLES</p> <p>1. Project management assistance The contractor will develop assessment design in coordination with the Council assessment team and the DFO, coordinate overall project management, (including project start- up), coordinate time with contractor and client, monitor daily project activities, and provide progress reports to the Council through the DFO, monthly or as required. As part of this task, the contractor will: 1) assist with the formation and coordination of the Council's RBFF assessment team members; and 2) assist with coordination of communications and participation of the team, including periodic conference calls. The team will be comprised of Council members and other subject matter experts the council team deems appropriate.</p> <p>2. Meeting logistical assistance The contractor will present progress reports to the team and coordinate logistics for assessment team meetings including pre-meeting logistics, coordination and communication with participants, and development of meeting process to ensure meeting objectives are achieved.</p> <p>3. Meeting facilitation Continued ...</p>				

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	<p>The contractor will work with the team to determine desired meeting outcomes and facilitate meetings to achieve those outcomes. This will include development and implementation of a process or processes to gather stakeholder input. Options may include, but are not limited to, a series of meetings, targeted interviews, or web-based tools to collect stakeholder and partner input including tribes, state fish and game agencies, conservation organizations, and boating and fishing industries. This information will be incorporated into the Final Report. Deliverables will also include meeting notes.</p> <p>4. Data Collection and Evaluation</p> <p>The contractor will assimilate and analyze existing data relative to evaluation metrics, request clarifications and additional information from the Service or other pertinent sources to the Council team to ensure quality control, understand context, and resolve discrepancies.</p> <p>The contractor will:</p> <p>Assimilate and analyze existing data that are in line with the established evaluation metrics adopted by the Council in 2017.</p> <p>Request clarifications and additional information from RBFF, the Service, or other pertinent sources as needed.</p> <p>Ensure quality control and resolve discrepancies on an on-going basis.</p> <p>Collect and analyze qualitative data related to assessment questions from the previous Programmatic Assessment to determine whether, and to what extent, RBFF has implemented recommendations included in that assessment.</p> <p>Evaluate the effectiveness of the primary tools, campaigns, and partnerships used by RBFF to influence participation in recreational fishing and boating using information available from RBFF, the Service, digital audits, and other sources.</p> <p>5. Stakeholder feedback</p> <p>The contractor will review existing data and any additional information identified in the performance analysis needed to evaluate RBFF's</p> <p>Continued ...</p>				

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	<p>performance relative to stated goals and objectives (see Council Metrics for Measuring Performance on the NOCP).</p> <p>The contractor will:</p> <p>Develop and implement a process, or processes, to gather stakeholder input relative to the stated evaluation metrics.</p> <p>Consult the client to facilitate appropriate information gathering.</p> <p>In addition to analyzing stakeholder feedback collected by RBFF, recommend options to collect stakeholder input, included, but not limited to, online focus groups, targeted interviews, and/or web-based surveys and other tools to collect stakeholder input as the budget allows.</p> <p>Understand that stakeholders may include, but not be limited to, state fish and game agencies; federal agencies responsible for managing fish, wildlife, and public lands and waters; tribes; conservation organizations; and boating and fishing industries. Stakeholder input will be incorporated into the Final Report.</p> <p>Deliverables will also include notes from communications with stakeholder groups.</p> <p>6. Professional writing services The contractor will write the draft and final reports, submitting each version to the DFO and assessment team for review and approval (in MS Word or other appropriate software). Team feedback will be solicited, and input will be integrated as appropriate.</p> <p>7. On-line resources The contractor will create an on-line workspace where project documents, project calendar, and other project information can be posted to assist in information sharing amongst assessment team members. The contractor should also create web-based tools to gather input from RBFF stakeholders and partners.</p> <p>9. PROJECT COMPLETION/DELIVERY SCHEDULE See Period of Performance section.</p> <p>10. ADDRESS FOR DELIVERABLES Continued ...</p>				

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	<p>All deliverables shall be submitted to the following addresses within the specified timeframes.</p> <p>U.S. Fish and Wildlife Service, Attention: Tom McCann, Fish and Aquatic Conservation program, Branch of Communications and Partnerships, 5275 Leesburg Pike, MS-3C016A-FAC, Falls Church, Virginia 22041, Phone: 703-358-2056, Email: thomas_mccann@fws.gov.</p> <p>11. TRAVEL EXPENSES Travel may be required for completion of this project. Due to the ongoing pandemic and its associated travel restrictions, meetings and interviews may be conducted virtually. There may be travel expenses related to meetings, focus groups, or other fact-finding activities as well. Travel expenses will be allowed but must be performed under Federal travel regulations and approved in advance.</p> <p>12. PERIOD OF PERFORMANCE This period of performance of this order shall begin upon the date of award continuing for one year with a Government option for one additional year.</p> <p>13. LOCATION OF WORK The Contractor will provide workspace for completion of the project.</p> <p>14. TECHNICAL LIAISON The Contracting Officer's Technical Representative (COTR) for this task order is:  U.S. Fish and Wildlife Service, Attention: Gina Jones Fish and Aquatic Conservation program, Branch of Communications and Partnerships, 5275 Leesburg Pike, MS-3C016A-FAC, Falls Church, Virginia 22041, Phone: 703-358-2219</p> <p>15. EVALUATION CRITERIA  The purpose of this section is to present the process that the Service will use to select a contractor to assist with the assessment of the Continued ...</p>				

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	<p>activities of the Recreational Boating and Fishing Foundation (RBFF) in implementing the National Outreach and Communications Program (NOCP).</p> <p>To determine the best value contractor, a source selection process will be used that involves evaluation of four criteria:</p> <ol style="list-style-type: none"><li>1. Technical Approach (Technical factor)</li><li>2. Management Approach/Key Personnel (Technical factor)</li><li>3. Past Performance (Technical factor)</li><li>4. Price</li></ol> <p>The technical factors have equal weight in the evaluation process for this acquisition. Once the technical factors have been met, price may determine the final award winner.</p> <p>The award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the government, with appropriate consideration given to the evaluation factors. Pricing shall be evaluated in accordance with evaluation criteria that are described below. The technical features of each proposal shall be evaluated against the Request for Proposal (RFP) requirements, assessing the strengths and weakness of each proposal in light of the evaluation criteria. Non-pricing features of an offerors proposal shall be evaluated in such a manner as to assess the value of those features as compared to the proposed prices or costs to the Government. Implicit in this process is the governments willingness to accept other than the lowest priced offer, if the added benefits of a higher priced offer outweigh the additional cost or price involved.</p> <p>The Technical Approach, Management Approach, and Past Performance criteria shall be evaluated using reasoned judgment that results in the assignment of a rating as follows: Outstanding, Good, Acceptable, Marginal, or Unacceptable.</p> <p>Outstanding (5): Greatly exceeds the minimum requirements of the criteria in a way that is beneficial to the Government. There are no significant weaknesses.</p> <p>Continued ...</p>				



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	<p>Good (4): Exceeds the minimum requirements of the criteria in a way that is beneficial to the Government. There are no significant weaknesses.</p> <p>Acceptable (3): Meets the minimum requirements of the criteria. There may be minor but correctable weaknesses.</p> <p>Marginal (2): May meet the requirements of the qualitative merit criterion. There are apparent or moderate weaknesses that are correctable.</p> <p>Unacceptable (1); Fails to meet qualitative merit criterion. There are unacceptable weaknesses.</p> <p>The Government intends to award a contract without discussions but reserves the right to hold discussions if determined by the Government to be in its best interests. The Government may communicate with an offeror in order to clarify, verify, or obtain additional information. Such communications will not obligate the Government to make a competitive range determination, conduct discussions, or solicit or entertain revised proposals.</p> <p>Each proposal should be submitted in a format that is representative of the items to be evaluated in the order that they are described below.</p> <p>1. Technical Approach: not to exceed 5 pages</p> <p>The offeror shall describe how they meet or plan to meet the specifications and contract clauses to produce and deliver the assessment outlined in the Statement of Work (SOW). The offeror shall provide a project plan showing significant actions/events, including, at a minimum:</p> <p>The collection and analysis of quantitative and qualitative data and the initial assessment report.</p> <p>The recommendations for evaluating outcomes of future boating and fishing engagement campaigns and conservation strategies including measuring effectiveness of campaigns.</p> <p>The synthesis of all of the acquired information into a final report.</p> <p>The process for assessing and developing future</p> <p>Continued ...</p>				

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	<p>metrics.</p> <p>The Government will evaluate proposals to determine how well the offeror understands the requirements and that the offeror has adequately demonstrated the likelihood that they will successfully meet and furnish the Governments requirements.</p> <p>2. Management Approach: not to exceed 5 pages</p> <p>The offeror shall describe their management approach in narrative format. At a minimum, the offeror shall address the following points:</p> <p>Identify the key personnel to be assigned to this contract and supply resumes to include technical expertise, background, experience, and current job functions (resumes will not be included in page count).</p> <p>Describe how key personnel will handle their respective tasks.</p> <p>3. Past Performance: not to exceed 5 pages</p> <p>The offeror shall submit a narrative description of their past performance in providing similar products over the past three (3) years. The offeror shall describe one to three projects in sufficient detail for the Government to perform an evaluation of the offerors past performance. At a minimum, the offeror shall provide the following information:</p> <p>Contract Number, for past government projects Project Description Scope of the Project Period of Performance Point of Contact and Telephone Number for References</p> <p>Project descriptions shall demonstrate the offeror has acceptable past performance in providing products of the same or similar scope, size, and complexity of this solicitation scope of work. Offerors shall also demonstrate experience in the following areas:</p> <p>Expertise in strategic communications including</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>planning, message development, audience identification and segmentation, campaign monitoring, and campaign evaluation.¿</p> <p>Expertise in branding, digital/print/broadcast advertising, marketing, and partnerships.¿¿</p> <p>Expertise in assessing communications/marketing/advertising campaign outcomes.¿</p> <p>Experience with behavior change/adoption or social marketing campaigns (ex. Smokey Bear, and Don't Mess with Texas).¿¿</p> <p>Experience with boating and angler audiences, and fish and conservation issues preferred.¿</p> <p>Experience working with public and private sector clients preferred.¿</p> <p>4. In addition to the above, the offeror may also include performance recognition documents received within the last three years, such as awards, letters of commendation, and any other forms of performance recognition.</p> <p>The offeror shall submit a complete price proposal for the line items identified in the solicitation. The Government will evaluate the proposed price for reasonableness.</p>				



## **G - Contract Administration Data**

### **Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (April 2013)**

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

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice *[Contracting Officer to edit and include the documentation required under this contract]*:

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The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov) or phone (866) 973-3131.

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

## **I - Contract Clauses**

### **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 website: <https://www.acquisition.gov/browse/index/far>

### **52.204-7 System for Award Management. (OCT 2018)**

### **52.204-13 System for Award Management Maintenance. (OCT 2018)**

### **52.212-1 Instructions to Offerors - Commercial Items. (JUN 2020)**

### **52.212-3 Offeror Representations and Certifications-Commercial Items. (NOV 2020)**

### **52.212-4 Contract Terms and Conditions - Commercial Items. (OCT 2018)**

### **52.223-1 Biobased Product Certification. (MAY 2012)**

### **52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (SEP 2013)**

### **52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts. (AUG 2018)**

### **52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (JUN 2020)**

### **52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)**

#### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (OCT 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) *Representations.* The Offeror represents that-

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

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

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

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**52.204-26 Covered Telecommunications Equipment or Services-Representation. (OCT 2020)**

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) *Representations.* (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

**52.212-2 Evaluation - Commercial Items. (OCT 2014)**

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

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (NOV 2020)**

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

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



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

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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.)

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

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

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

☐ (10) (Reserved)

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

☐ (ii) Alternate I (MAR 2020) of 52.219-3.

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

☐ (ii) Alternate I (MAR 2020) of 52.219-4.

☐ (13) (Reserved)

[X] (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

[ ] (ii) Alternate I (MAR 2020) of 52.219-6.

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

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

[ ] (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

[ ] (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

[ ] (ii) Alternate I (NOV 2016) of 52.219-9.

[ ] (iii) Alternate II (NOV 2016) of 52.219-9.

[ ] (iv) Alternate III (JUN 2020) of 52.219-9.

[ ] (v) Alternate IV (JUN 2020) of 52.219-9.

[ ] (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

[ ] (ii) Alternate I (MAR 2020) of 52.219-13.

[ ] (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

[ ] (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[ ] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

[X] (22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (NOV 2020) (15 U.S.C. 632(a)(2)).

[ ] (ii) Alternate I (MAR 2020) of 52.219-28.

[ ] (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

[ ] (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).

[ ] (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

[ ] (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

[X] (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[X] (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

[X] (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

☐ (ii) Alternate I (FEB 1999) of 52.222-26.

☐ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

☐ (ii) Alternate I (JUL 2014) of 52.222-35.

☒ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

☐ (ii) Alternate I (JUL 2014) of 52.222-36.

☐ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

☐ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☒ (48) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

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

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☐ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

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

☐ (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

☐ (59) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

☐ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

☐ (iii) Alternate II (FEB 2006) of 52.247-64.

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

☒ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

☒ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

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

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

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii) [ ] (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

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

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

#### **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 30 days.

#### **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 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days *(60 days unless a different number of days is inserted)* 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.

#### **52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

#### **52.252-5 Authorized Deviations in Provisions. (NOV 2020)**

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.
- (b) The use in this solicitation of any [insert regulation name] (48 CFR chapter [ ]) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

#### **52.252-6 Authorized Deviations in Clauses. (NOV 2020)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any [insert regulation name] (48 CFR [ ]) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

#### **Green Acquisition**

The USFWS is committed to promoting the natural environment and protecting the health and well-being of people. In the performance of work under this contract, the Contractor shall exert its best efforts to provide services in a manner that will promote the natural environment and protect health and well-being. Green purchasing or environmentally preferable contracting includes the initiatives described below:

Alternative Fuels and Vehicles are described at <http://www.afdc.energy.gov/afdc/>

Biobased Products are described at <http://www.biopreferred.gov/>

Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products.

Environmentally Preferable Computers are described at <http://www.epeat.net>

Significant New Alternatives Program (SNAP) are described at <http://www.epa.gov/snap/overview-snap> The Comprehensive Procurement Guidelines promote the use of recovered and recycled products at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

Water efficient products and services are described at <https://www.epa.gov/watersense>