

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 0040572107		PAGE OF 1 22	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 140A2322Q0528		6. SOLICITATION ISSUE DATE 07/28/2022
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Nicole Rahmer			b. TELEPHONE NUMBER (No collect calls) 0000000000		8. OFFER DUE DATE/LOCAL TIME 08/11/2022 1700 MD
9. ISSUED BY  Indian Education Acquisition Office 1011 Indian School Rd. Suite 352A Albuquerque NM 87104				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <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) </div> <div> NAICS: 561612   SIZE STANDARD: \$22.0 </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO  BIE SOUTHWESTERN IND POLY INST 9169 Coors Rd NW ALBUQUERQUE NM 87120		16. ADMINISTERED BY  Indian Education Acquisition Office 1011 Indian School Rd. Suite 352A Albuquerque NM 87104		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR		18a. PAYMENT WILL BE MADE BY		19. TELEPHONE NO.			
CODE		CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
FACILITY CODE		FACILITY CODE		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK 18a IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT					
00001		This solicitation replaces 140A2322Q0364. A new quote based on the current solicitation is required to be eligible for competition. Delivery: 08/21/2023 Period of Performance: 08/22/2022 to 08/21/2023  Security Guard Services See attached SOW Product/Service Code: R430 Continued ... <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 checked="" 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 checked="" 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	
				Ryan Geffre			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
10001	Product/Service Description: SUPPORT- PROFESSIONAL: PHYSICAL SECURITY AND BADGING  Option Year 1 Security Guard Services See attached SOW (Option Line Item) 08/21/2023 Product/Service Code: R430 Product/Service Description: SUPPORT- PROFESSIONAL: PHYSICAL SECURITY AND BADGING Period of Performance: 08/22/2023 to 08/21/2024				
20001	Option Year 2 Security Guard Services See attached SOW (Option Line Item) 08/21/2024 Product/Service Code: R430 Product/Service Description: SUPPORT- PROFESSIONAL: PHYSICAL SECURITY AND BADGING Period of Performance: 08/22/2024 to 08/21/2025  Continued ...				

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 (YY/MM/DD)	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
30001	Option Year 3 Security Guard Services See attached SOW (Option Line Item) 08/21/2025 Product/Service Code: R430 Product/Service Description: SUPPORT- PROFESSIONAL: PHYSICAL SECURITY AND BADGING Period of Performance: 08/22/2025 to 08/21/2026				
40001	Option Year 4 Security Guard Services See attached SOW (Option Line Item) 08/21/2026 Product/Service Code: R430 Product/Service Description: SUPPORT- PROFESSIONAL: PHYSICAL SECURITY AND BADGING Period of Performance: 08/22/2026 to 08/21/2027				

<b>Solicitation No.</b> 140A2322Q0528	<b>Project Title</b> Security Guard Services for SIPI	<b>Page 4 of 22</b>
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## SECTION B – CONTINUATION

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; quotes are being requested and a written solicitation will not be issued.

This is a request for quote (RFQ) in accordance with FAR part 12, Commercial Items and FAR part 13, Simplified Acquisition Procedures.

NAICS 561612, Security Guards and Patrol Services  
SB Size Standard \$22.0M

Place of Performance Southwestern Indian Polytechnic Institute (SIPI)  
9169 Coors Blvd, NW  
Albuquerque, NM 87120

**NOTE: Prospective contractors please see section E and review 52.212-1 (Instructions to Offerors) and 52.212-2 (Evaluation) in their entirety prior to submitting your quote.**

### 1. CONTRACT TYPE

The Department of the Interior (DOI), Bureau of Indian Education (BIE), Division of Acquisitions anticipates awarding a single Firm Fixed Priced type Purchase Order for Security Guard Services in support of SIPI as a result of this opportunity.

### 2. PERIOD OF PERFORMANCE (POP)

Anticipated PoP:

Base Year 8/22/2022 – 8/21/2023  
Option Year 1 8/22/2023 – 8/21/2024  
Option Year 2 8/22/2024 – 8/21/2025  
Option Year 3 8/22/2025 – 8/21/2026  
Option Year 4 8/22/2026 – 8/21/2027

### 3. PRICING SUMMARY

<u>Performance Period</u>	<u>Anticipated Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Base Year	2080	\$	\$
Option Year 1	2080	\$	\$
Option Year 2	2080	\$	\$
Option Year 3	2080	\$	\$
Option Year 4	2080	\$	\$
		Total	\$

<b>Solicitation No.</b> 140A2322Q0528	<b>Project Title</b> Security Guard Services for SIPI	<b>Page 5 of 22</b>
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#### 4. POINTS OF CONTACT (POC)

<b>Contracting Officer (CO)</b> Ryan Geffre U.S. Department of the Interior Bureau of Indian Education Division of Acquisitions 1011 Indian School Rd NW Albuquerque, NM 87104 Phone: 505-377-5865 Email: <a href="mailto:ryan.geffre@bie.edu">ryan.geffre@bie.edu</a>	<b>Contract Specialist (CS)</b> Nicole Rahmer U.S. Department of the Interior Bureau of Indian Education Division of Acquisitions 1011 Indian School Rd NW Albuquerque, NM 87104 Phone: 907-982-2313 Email: <a href="mailto:Nicole.rahmer@bia.gov">Nicole.rahmer@bia.gov</a>
<b>Contracting Officer Representative (COR)</b> To be added after award	<b>Contractor Point of Contact</b> Name Phone Email

## SECTION C – CONTRACT CLAUSES

### 1. FEDERAL ACQUISITION REGULATION (FAR) 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 address: [www.acquisition.gov](http://www.acquisition.gov).

(End of clause)

CLAUSES INCORPORATED BY REFERENCE		
CLAUSE	Title	Date
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.212-4	Contract Terms And Conditions – Commercial Items	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Nov 2021
52.244-6	Subcontracts for Commercial Products and Commercial Services	Jan 2022

#### **Clauses Incorporated by full text**

#### **52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

#### **52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (May 2022)**

(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 products and commercial services:

(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 (Nov 2021) (Section 1634 of Pub. L. 115-91).

<b>Solicitation No.</b> 140A2322Q0528	<b>Project Title</b> Security Guard Services for SIPI	Page 7 of 22
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(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (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 products and commercial services:

[Contracting Officer check as appropriate.]

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ( [41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [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. (Nov 2021) ( [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) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) ( [15 U.S.C. 657a](#)).

\_\_\_ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](#)).

\_\_\_ (13) [Reserved]

\_\_\_ (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 (Nov 2021) ( [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 (Sep 2021) 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 (Sep 2021) ( [15 U.S.C. 637s](#)).

\_\_\_ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ( [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) ( [15 U.S.C. 657f](#)).

\_\_\_ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Sep 2021) ( [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 Concerns (Sep 2021) ( [15 U.S.C. 637\(m\)](#)).

<b>Solicitation No.</b> 140A2322Q0528	<b>Project Title</b> Security Guard Services for SIPI	Page 8 of 22
--	--	--------------

- \_\_\_ (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 (Sep 2021) ( [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 (Sep 2021) ( [15 U.S.C. 637\(a\)\(17\)](#)).
- \_\_\_ (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- \_\_\_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).
- \_\_\_ (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_ (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).
- \_X\_ (35) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [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 (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [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 (Jun2014) 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](#).
- \_X\_ (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 (Jun2016) (E.O. 13693).
- \_\_\_ (47) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- \_\_\_ (ii) Alternate I (Jan 2017) of [52.224-3](#).
- \_\_\_ (48) [52.225-1](#), Buy American-Supplies (Nov 2021) ( [41 U.S.C. chapter 83](#)).
- \_\_\_ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ( [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).



<b>Solicitation No.</b> 140A2322Q0528	<b>Project Title</b> Security Guard Services for SIPI	<b>Page 9 of 22</b>
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- (ii) Alternate I (Jan 2021) of [52.225-3](#).
- (iii) Alternate II (Jan 2021) of [52.225-3](#).
- (iv) Alternate III (Jan 2021) 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).
- X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (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 (Nov2007) ( [42 U.S.C. 5150](#)).
- (55) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).
- (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( [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 (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).
- (ii) Alternate I (Apr 2003) of [52.247-64](#).
- (iii) Alternate II (Nov 2021) 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 products and commercial services:  
[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) ( [29U.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 for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (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.

<b>Solicitation No.</b> 140A2322Q0528	<b>Project Title</b> Security Guard Services for SIPI	<b>Page 10 of 22</b>
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(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. 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 (Nov 2021) ( [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 (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (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 2015) (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 (Nov 2021) ( [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 (May 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (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](#).

<b>Solicitation No.</b> 140A2322Q0528	<b>Project Title</b> Security Guard Services for SIPI	<b>Page 11 of 22</b>
--	--	----------------------

(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 (Nov 2021) ( [46 U.S.C. 55305](#) 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### **52.216-24 Limitation of Government Liability**

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \_\_\_\_\_ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \_\_\_\_\_ dollars.

(End of clause)

## **2. DEPARTMENT OF THE INTERIOR ACQUISITION REGULATION (DIAR) CLAUSES**

### **1452.226.70 Indian Preference (Apr 1984)**

(a) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity."

(d) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus area concerns.

<b>Solicitation No.</b> 140A2322Q0528	<b>Project Title</b> Security Guard Services for SIPI	<b>Page 12 of 22</b>
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(e) As used in this clause:

(1) “Indian” means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the contractor shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.

(2) “Indian organization” means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and

(3) “Indian-owned economic enterprise” means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.

(4) “Indian Tribe” means an Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 668; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(f) The Contractor agrees to include the provisions of the clause including this paragraph (f) in each subcontract awarded under this contract.

(g) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interests of the Government.

(End of clause)

#### **1452.226-71 Indian Preference Program (Apr 1984)**

(a) In addition to the requirements of the clause of this contract entitled “Indian Preference - Department of the Interior,” the Contractor agrees to establish and conduct an Indian preference program which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive preference for training and employment in connection with the work to be performed under this contract. In this connection, the Contractor shall -

(1) Designate a liaison officer who will:

(i) Maintain liaison with the Government and Tribe(s) on Indian preference matters;

(ii) Supervise compliance with the provisions of this clause; and

(iii) Administer the Contractor's Indian preference program.

<b>Solicitation No.</b> 140A2322Q0528	<b>Project Title</b> Security Guard Services for SIPI	<b>Page 13 of 22</b>
--	--	----------------------

(2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.

(3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The notice shall include the approximate number and types of employees needed, the approximate dates of employment; the experience or special skills required for employment, if any; training opportunities available; and all other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the Tribe(s) on or near whose reservation(s) the work is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact in regard to the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the Tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including -

(i) A clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms;

(ii) A statement indicating the preference will be given to Indian organizations and Indian-owned economic enterprises in accordance with Section 7(b) of Public Law 93-638; (88 Stat. 2205; 25 U.S.C. 450e(b));

(iii) Definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference - Department of the Interior" clause of this contract;

(iv) A representation to be completed by the bidder or offeror that it is an Indian organization or Indian-owned economic enterprise; and

(v) A closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian-owned economic enterprises, no responsible bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference - Department of the Interior" clause of this contract. If one or more responsible bids are received, award shall be made to the low responsible bidder if the bid price is

<b>Solicitation No.</b> 140A2322Q0528	<b>Project Title</b> Security Guard Services for SIPI	<b>Page 14 of 22</b>
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determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the “Indian Preference - Department of the Interior” clause of the contract.

(5) Maintain written records under this contract which indicate:

(i) The names and addresses of all Indians seeking employment for each employment position available under this contract;

(ii) The number and types of positions filled by Indians and non- Indians, and the name, address and position of each Indian employed under this contract;

(iii) For those positions where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Indian applicant was not selected;

(iv) Actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract;

(v) Reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract, and

(vi) The names and addresses of all Indian organizations and Indian-owned economic enterprises contacted, and receiving subcontract awards under this contract.

(6) The Contractor shall submit to the Contracting Officer for approval a semiannual report which summarizes the Contractor's Indian preference program and indicates the number and types of available positions filled and dollar amounts of all subcontracts awarded to Indian organizations and Indian-owned economic enterprises and all other firms.

(7) Records maintained pursuant to this clause will be kept available for review by the Government until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(b) For purpose of this clause, the following definitions of terms shall apply:

(1) The terms “Indian,” “Indian Tribe,” “Indian Organization, and “Indian-owned economic enterprise” are defined in the clause of this contract entitled “Indian Preference.”

(2) “Indian reservation” includes Indian reservations, public domain Indian allotments, former Indian reservations on Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act, (85 Stat. 688; 43 U.S.C. 1601 et seq.).

<b>Solicitation No.</b> 140A2322Q0528	<b>Project Title</b> Security Guard Services for SIPI	<b>Page 15 of 22</b>
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(3) "On or near an Indian Reservation" means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the Government's right to award contracts and to administer their provisions.

(d) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract and to notify the Contracting Officer of such subcontracts.

(e) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interest of the Government.

(End of clause)

### 3. **CUSTOM CLAUSES**

#### **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 Internet Payment 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. 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:

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

- a. Upload contractor's itemized invoices as attachments into IPP.
- b. The Contractor shall submit an itemized invoice(s) in pdf format to the Contracting Officer and the Contracting Officer's Representative (COR) or AQM\_COR.
- c. Invoice approval: Written Progress Report to validate the work was performed or goods were received, completed, and accepted by the Contracting Officer's Representative (COR) or AQM\_COR.

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 Boston (FRBB) 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 [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) 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.

<b>Solicitation No.</b> 140A2322Q0528	<b>Project Title</b> Security Guard Services for SIPI	<b>Page 16 of 22</b>
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(End of Local Clause)

### **Contractor Performance Assessment Reporting System (December 2015)**

- 1) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
- 2) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
- 3) We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.
- 4) When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <https://www.cpars.gov/>.
- 5) Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at <https://www.cpars.gov/>.
  - a) Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.
  - b) Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.
  - c) All information provided should be reviewed for accuracy prior to submission.
  - d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".
  - e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.
  - f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."
- 6) The following guidelines apply concerning your use of the past performance evaluation:
  - a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
  - b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
  - c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
- 7) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.
- 8) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of Clause)



<b>Solicitation No.</b> 140A2322Q0528	<b>Project Title</b> Security Guard Services for SIPI	<b>Page 17 of 22</b>
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## **BACKGROUND INVESTIGATION (Revised 04/01/2020)**

In accordance with 25 U.S.C. § 3201 et seq. (Pub. L. 101-630), the *Indian Child Protection and Family Violence Prevention Act*; 34 U.S.C. § 20351, et seq. (Pub. L. 101-647), the *Crime Control Act of 1990*, as amended; and 441 Departmental Manual, *Personnel Security and Suitability Requirements*, all positions with duties and responsibilities involving regular contact with or control over Indian children are subject to a background investigation and determination of suitability for employment. Accordingly, all such positions require a favorable background screening by the Bureau of Indian Education (BIE), Personnel Security and Suitability Program and a favorable background investigation by the Defense Counterintelligence Service Agency (DCSA).

The documentation required to initiate a background investigation shall be completed for any Contractor employee that will be onsite during the contract's performance or have access to Personally Identifiable Information (PII). The complete submittal of the background investigation paperwork to the BIA/BIE will be accomplished within 14 days after contract award for service contracts or, for construction contracts, before a Notice to Proceed (NTP) is issued by the Contracting Officer. Pending the successful completion of a background investigation by the BIA/BIE and/or DCSA, the Contractor who has been granted a favorable screening (applicant and suitability) determination must, at all times, remain within sight and under the supervision of a Government employee (or other person designated by the Contracting Officer Representative (COR), who has successfully completed the background investigation.

If an unfavorable screening (applicant and suitability) determination is made, an employee shall not be allowed onsite. If the Contractor's employees are found onsite, without the proper authorization, the employee will face legal liability and the Contractor may have their contract terminated for default. Additionally, the individual and/or the company who proposed to employ this individual may be determined to be non-responsible if an unfavorable screening (applicant and suitability) determination is made and may be deemed ineligible for contract award. If an unfavorable final background investigation determination is made, the contract may be terminated and the employee in question shall not be authorized to provide service to the BIA/BIE if the services involve contact with or regular control over Indian children.

It is solely the COR's responsibility to initiate background checks for all Contractors and their employees in the BIE BEARCUBS system, which includes but is not limited to appropriate investigative forms and/or inquiries about their previous investigation; and, obtain a screening (applicant and suitability) determination, and subsequent final background investigation.

The Contracting Officer will consult with the COR when questions arise as to whether or not the scope of work of a contract requires background investigations for contractor personnel. If the Contracting Officer or COR believes the scope of work performed by contract personnel should not require a background investigation, the Personnel Security Officer will be contacted for concurrence and has the final authority to determine if background investigation(s) are required.

(End of Clause)

## **REPORTING MATTERS INVOLVING FRAUD, MISMANAGEMENT, WASTE AND ABUSE**

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in DOI funded programs is encouraged to report such matters to the DOI Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is 1-800-424-5081. All telephone calls will be handled confidentially. One may also fill out an online form at <http://www.doi.gov/oig/index.cfm>. Additionally, the IG may be contacted through its mailing address:

<b>Solicitation No.</b> 140A2322Q0528	<b>Project Title</b> Security Guard Services for SIPI	Page <b>18</b> of <b>22</b>
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U.S. Department of the Interior  
Office of Inspector General  
1849 C Street NW - Mail Stop 4428  
Washington, D.C. 20240

<b>Solicitation No.</b> 140A2322Q0528	<b>Project Title</b> Security Guard Services for SIPI	<b>Page 19 of 22</b>
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## SECTION D – DOCUMENTS, EXHIBITS AND ATTACHMENTS

<b>Attachment Number</b>	<b>Title</b>	<b>Notes</b>
1	Statement of Work (SOW)	
2	Wage Rate Determination No. 2015-5443	

<b>Solicitation No.</b> 140A2322Q0528	<b>Project Title</b> Security Guard Services for SIPI	<b>Page 20 of 22</b>
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## SECTION E – SOLICITATION PROVISIONS

### 1. FEDERAL ACQUISITION REGULATION (FAR) PROVISIONS

#### **52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

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

(End of provision)

#### **FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)**

- Provision must be completed and returned with the quote.

#### **FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)**

- Provision must be completed in the vendor's SAM.Gov profile.

#### **FAR 52.212-1 Instructions to Offerors – Commercial Items (Nov 2021)**

Continuation - Quote Preparation Instructions

#### **1) Quote Format**

Quoters should submit two (2) volumes, a technical and price volume, each clearly marked. At a minimum they should include the following information:

Technical Volume

- Written narrative addressing the technical factors of Capabilities and Key Personnel not to exceed 5 pages. The quoter should address the following in their response for each factor:

**Capabilities.** Include information on the capabilities of the company as it relates to this requirement, to include experience of work that is similar in size and scope to this requirement. Information should also be included to demonstrate a thorough understanding of the requirement by the contractor. Project schedules or plans are encouraged.

**Key Personnel.** Include information on key personnel that will be working under the award to include their experience, education and certifications if applicable.

<b>Solicitation No.</b> 140A2322Q0528	<b>Project Title</b> Security Guard Services for SIPI	<b>Page 21 of 22</b>
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#### Price Volume

- A completed pricing schedule as identified in section B of this RFQ, with per unit pricing and a total quoted price for this opportunity.

### 2) Technical Questions

Technical questions pertaining to this opportunity are due by August 3, 2022 at 5pm MT. Answers to the questions will be posted approximately on August 5, 2022. All questions should be submitted in writing to the Contract Specialist (CS) at Nicole Rahmer at [Nicole.rahmer@bia.gov](mailto:Nicole.rahmer@bia.gov).

### 3) Quote Due Date

All quotes in response to this opportunity are due no later than 5pm MT on August 11, 2022. Quotes will only be accepted via electronic mail and must be emailed to the CS at [Nicole.rahmer@bia.gov](mailto:Nicole.rahmer@bia.gov) by the closing date.

(End of Provision)

## 52.212-2 -- Evaluation -- Commercial Items (Nov 2021)

#### Addenda - Evaluation

(a) The Government will award a firm fixed price purchase order (PO) resulting from this solicitation to the responsible quoter whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate quotes:

- (i). Technical Capabilities. The contractor will be evaluated based upon the capabilities of the contractor as they relate to this requirement, as well as their experience level to projects similar in size and scope to this requirement. The contractor will also be evaluated based upon their understanding of this project.
- (ii). Key personnel – (Security Guards). The contractor will be evaluated based upon their key personnel and qualifications and experience of their key personnel. At a minimum, key personnel must meet the requirements as identified in the statement of work.
- (iii). Price. Price will be evaluated for price reasonableness.

All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.

Contractors will be evaluated on their technical capabilities, key personnel and price, as outlined above.

Best Value-Trade Offs: The Government reserves the right to make an award to other than the low priced quoter if another superior technical submission, or a submission indicating a reduced performance risk, warrants paying a premium. As non-price factors are evaluated closer to one another between quotes, price will become more significant. Furthermore, the Government reserves the right to award no order at all,

<b>Solicitation No.</b> 140A2322Q0528	<b>Project Title</b> Security Guard Services for SIPI	Page <b>22</b> of <b>22</b>
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depending on the quality of the quotes, the availability of funding and the continued existence of the requirement.

(End of Provision)

**FAR 52.212-3 Offeror Representations and Certifications-Commercial Items (Feb 2021)**

- Provision must be completed in the vendor's SAM.Gov profile.

**2. DEPARTMENT OF THE INTERIOR ACQUISITION REGULATION (DIAR) PROVISIONS**

**Indian Economic Enterprise Representation (JUL 2013)**

The offeror represents as part of its offer that it [ ] does [ ] does not meet the definition of Indian economic enterprise as defined in 1480.201.

(End of provision)