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	SCHEDULE Co	ntinued				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	THIS IS A REQUEST FOR PROPOSALS (RFP).  This is an Indefinite Delivery Indefinite Quantity Contract (IDIQ). Task orders will be designated and negotiated on a firm-fixed price type basis.  IDIQ Contract NTE: \$45,000,000.00  The Government will use FAR Parts 12 and 15 procedures.  Offerors shall not fill out pricing information on pages 3 and 4 of this SF1449. See Section L for instructions.					
0001	The Contractor shall provide all labor, equipment, and materials necessary for completion of requirements in accordance with Statement of Work.  Travel costs will be reimbursed in accordance with FAR Subpart 31.205-46, Travel costs. The Contractor shall submit a copy of each receipt for an individual travel cost or other direct costs that exceeds \$75.00 with their invoice for those costs.  Period of Performance: 02/01/2021 to 01/31/2022	1.00	LO			
0002	The Contractor shall provide all labor, equipment, and materials necessary for completion of requirements in accordance with Statement of Work.  Travel costs will be reimbursed in accordance with FAR Subpart 31.205-46, Travel costs. The Contractor shall submit a copy of each receipt for an individual travel cost or other direct costs that exceeds \$75.00 with their invoice for those costs.  Period of Performance: 02/01/2022 to 01/31/2023	1.00	LO		ОРТ	
0003	The Contractor shall provide all labor, equipment, and materials necessary for completion of requirements in accordance with Statement of Work.  Travel costs will be reimbursed in accordance with FAR Subpart 31.205-46, Travel costs. The Contractor shall submit a copy of each receipt for an individual travel cost or other direct costs that exceeds \$75.00 with their invoice for those costs.  Period of Performance: 02/01/2023 to 01/31/2024	1.00	LO		OPT	
0004	The Contractor shall provide all labor, equipment, and materials necessary for completion of requirements in accordance with Statement of Work.  Travel costs will be reimbursed in accordance with FAR Subpart 31.205-46, Travel costs. The Contractor shall submit a copy of each receipt for an individual travel cost or other direct costs that exceeds \$75.00 with their invoice for those costs.  Period of Performance: 02/01/2024 to 01/31/2025	1.00	LO			
0005		1.00	LO		OPT	

SCHEDULE Continued						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	The Contractor shall provide all labor, equipment, and materials necessary for completion of requirements in					
	accordance with Statement of Work.					
	Travel costs will be reimbursed in accordance with FAR Subpart 31.205-46, Travel costs. The Contractor shall submit a copy of each receipt for an individual travel cost or other direct costs that exceeds \$75.00 with their invoice for those costs.					
	Period of Performance: 02/01/2025 to 01/31/2026					

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# SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 MINIMUM AND MAXIMUM CONTRACT AMOUNTS

## 1352.216-75 Minimum and maximum contract amounts.

As prescribed in 48 CFR 1316.506(a), insert the following clause:

# MINIMUM AND MAXIMUM CONTRACT AMOUNTS (APR 2010)

During the term of the contract, the Government shall place orders totaling a minimum of \$15,000.00 against each awarded Indefinite-Delivery, Indefinite-Quantity contract awarded. The amount of all orders awarded against all contracts awarded shall not exceed \$45,000,000.00.

# STATEMENT OF WORK IDIQ Contract

# Support for Information Technology and Database Applications for NIST

## 1. BACKGROUND

Founded in 1901, National Institute of Standards and Technology (NIST) is a non-regulatory federal agency within the U.S. Department of Commerce. NIST's mission is to promote U.S. innovation and industrial competitiveness by advancing measurement science, standards, and technology in ways that enhance economic security and improve our quality of life. NIST requires contractor support to fulfill this mission in the Information Technology and Chemical and Materials Science fields.

The Engineering Laboratory (EL) promotes U.S. innovation and industrial competitiveness in areas of critical national priority by anticipating and meeting the measurement science and standards needs for technology-intensive manufacturing, construction, and cyber-physical systems, including the Smart Grid Program Office in ways that enhance economic prosperity and improve the quality of life. The EL is actively engaged with technical committees and standards developing organizations (SDOs) that are key to implementing technologies that are aligned with the Laboratory's five strategic goals. Staff members serve on about 130 committees and working groups, many in leadership positions. For example, the output of BFRL research is a source of technical information for ASTM International (ASTM), the American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ASHRAE), the American Society of Mechanical Engineers (ASME), the American Society of Civil Engineers (ASCE), the American Concrete Institute (ACI), the American Institute of Steel Construction (AISC), the National Fire Protection Association (NFPA), Underwriters Laboratories, Inc.(UL), the Society of Fire Protection Engineers (SFPE), the International Organization for Standardization (ISO), the International Council for Research and Innovation in Building and Construction (CIB), the International Code Council (ICC), and the Construction Industry Institute.

The EL carries out mission related activities in:

- Fire prevention and control;
- National earthquake hazards reduction;
- National windstorm impact reduction;
- · National construction safety teams;
- Building materials and structures;
- Engineering and manufacturing materials, products, processes, equipment, technical data, and standards;
- Manufacturing enterprise integration;
- · Collaborative manufacturing research pilot grants; and
- Manufacturing fellowships.

The EL carries out other mission related engineering research that includes:

- Systems integration and engineering,
- Intelligent systems and control,
- Robotics and automation.
- · Cyber-physical systems,
- · Sustainability and energy efficiency,
- Economic analysis and life cycle assessment,
- Productivity measurement, and
- Safety and environmental performance.

The Information Technology Laboratory (ITL) at NIST in Gaithersburg, Maryland, accelerates, through standards, tests and metrics, the development, deployment and use of secure, usable, interoperable and reliable information systems. ITL enables measurement and testing through research innovations in the areas of computer science and systems engineering. Current focus areas include Health Information Technology (HIT), especially for Electronic Health Record (EHR) systems, Smart Grid standards, various Biosciences information technology (IT) applications, Cloud Computing, Advanced Networking, Voting Systems, Software Assurance, and Computer Forensics. Typically, the work focuses on development of standards, including designing standard use cases and domain modeling; development of systems or reference implementation of a standard using a variety of software languages and database technologies; and development of test software and test material.

The Material Measurement Laboratory (MML) is one of two metrology laboratories within the National Institute of Standards and Technology (NIST). The laboratory supports the NIST mission by serving as the national reference laboratory for measurements in the chemical, biological and material sciences. MML activities range from fundamental and applied research on the composition, structure and properties of industrial, biological and environmental materials and processes, to the development and dissemination of tools including reference measurement procedures, certified reference materials, critically evaluated data, and best practice guides that help assure measurement quality. MML research and measurement services support areas of national importance, such as:

- Advanced materials, from nanomaterials to structural steels to complex fluids
- <u>Electronics</u>, from semiconductors to organic electronics
- <u>Energy</u>, from characterization and performance of fossil and alternative fuels to next-generation renewable sources of energy
- The environment, from the measurement of automotive exhaust emissions and other pollutants to assessment of climate change and the health and safety aspects of man-made nanomaterials
- Food safety and nutrition, from contaminant monitoring to ensuring the accuracy of nutrition labels
- Health care, from clinical diagnostics to tissue engineering and more efficient manufacturing of biologic drugs
- <u>Infrastructure</u>, from assessing the country's aging bridges and pipelines to the quality of our drinking water

- Manufacturing, from lightweight alloys for fuel-efficient automobiles to biomanufacturing and data for chemical manufacturing
- <u>Safety, security and forensics</u>, from gunshot and explosive residue detection, to ensuring the performance of body armor materials, to DNA-based human identity testing

The MML also coordinates the NIST-wide <u>Standard Reference Materials®</u> (SRM) and <u>Standard Reference Data</u> programs, which include production, documentation, inventory, marketing, distribution and customer service.

The Physical Measurement Laboratory (PML) develops and disseminates the national standards of length, mass, force and shock, acceleration, time and frequency, electricity, temperature, humidity, pressure and vacuum, liquid and gas flow, and electromagnetic, optical, microwave, acoustic, ultrasonic, and ionizing radiation. Its activities range from fundamental measurement research through provision of measurement services, standards, and data. PML applies its measurement capabilities to problems of national significance through collaborations with industry, universities, professional and standards setting organizations, and other agencies of government. It supports the research community in such areas as communication, defense, electronics, energy, environment, health, lighting, manufacturing, microelectronics, radiation, remote sensing, space, and transportation. PML establishes spectroscopic methods and standards for infrared, visible, ultraviolet, x-ray, and gamma-ray radiation; investigates the structure and dynamics of atoms, molecules, and biomolecules; develops the electrical, thermal, dimensional, mechanical, and physical metrology for measuring the properties of precision measurement devices and exploratory semiconductor, quantum electronic, nanoelectronic, bioelectronic, bio-optical, optoelectronic, and quantum information devices and systems; and examines the thermophysical and interfacial properties of streams of flowing fluids, fluid mixtures, and solids. It develops and disseminates national standards by means of calibrations, measurement quality assurance, standard reference materials, technology transfer, education/training, and a comprehensive weights and measurement program to promote uniformity and accuracy at the international, federal, state, and local levels. It generates, evaluates, and compiles atomic, molecular, optical, ionizing radiation, electronic, and electromagnetic data in response to national needs; measures and improves accuracy of the fundamental physical constants; and develops and operates major radiation sources for measurement science and metrology.

NIST's Communications Technology Laboratory (CTL) advances the measurement science underlying wireless technologies ranging from the microchips that generate and process signals to the antennas that send and receive them. CTL work establishes the metrological foundations for higher speeds, better connections and more ubiquitous access amid rising wireless demand from governments, businesses, and you. With expertise honed over decades of theoretical and experimental work in antennas and wireless propagation, materials science and electronics measurement and testing, CTL serves an independent, unbiased arbiter of trusted measurements and standards to government and industry. CTL focus efforts in three primary program areas, all of which are establishing vital technological foundations for the ongoing wireless revolution.

# 2. PURPOSE

The purpose of this contract is to develop measurement science, IT models, IT standard reference implementations, IT tools, develop standard reference database (SRD) applications, and support scientific and technical information archival projects.

# 3. **DEFINITIONS**

Standard means a Standards Development Organization (SDO) approved standard or a specification or implementation guide from a professional or technical society or government agency.

- IT Model is a representation of a standard or architecture using UML modeling language. Models shall be defined using the UML modeling language to emulate the behavior of the system to be developed (see <a href="http://www.uml.org/">http://www.uml.org/</a>).
- IT Standard Reference Implementations are computer applications that conform to a given standard or specification. They shall be developed from the model or directly from the standard or specification and represent an implementation of the standard or implementation guide being tested or developed.
- IT Testing Tools are computer applications built to test implementations of a standard or a portion of a standard when it cannot be tested as a whole. Several tools may be required for test suite(s) meeting requirements defined in the standard(s).

As an example of the three definitions above, NIST developed a UML model and reference implementation for a standard on Material Declaration. IPC-1752A Materials Declaration Management provides an improved standard for companies in the supply chain to share information on materials in products. NIST helped the standards body (IPC) develop a UML model (<a href="http://www.nist.gov/itl/ssd/ei/upload/ipc1750\_v2\_rc4a.jpg">http://www.nist.gov/itl/ssd/ei/upload/ipc1750\_v2\_rc4a.jpg</a>) of the data flow required to support the exchange of information. From the UML model, NIST developed a reference implementation called SCRIBA (<a href="http://www.nist.gov/itl/ssd/ei/scriba.cfm">http://www.nist.gov/itl/ssd/ei/scriba.cfm</a>). SCRIBA is a basic and free open source product which is a Java-based tool that supports all the major features of IPC-1752A. With SCRIBA users can enter data, save files, print PDF documents, and export 1752 documents in XML format. We will need this type of activity, develop a UML model of the standard or implementation guide and then generate XML Schemas/APIs directly from the model so reference implementations like SCRIBA and tools to help with implementation can be developed, in each of the Domains listed in the next section.

Standard reference database (SRD) applications include data of physical or chemical properties and are readily extensible to similar systems.

By supporting the production, collection, and dissemination of critical reference data in the physical sciences, NIST fulfills its role having primary responsibility in the Federal Government for providing reliable scientific and technical reference data and for coordinating activities on a national scale through National Standard Reference Data System (NSRDS, http://www.nist.gov/srd/nsrds.cfm) established in 1963 and under the Standard Reference Data Act (Public Law 90-396, http://www.nist.gov/srd/upload/publiclaw90-396.pdf) of 1968. These data activities are conducted by scientists at NIST and much of this data is disseminated through 80 NIST scientific and technical database applications. For more information about the Standard Reference Data (SRD) program at NIST and details about the many individual SRD Databases, see http://www.nist.gov/srd/ and supplementary information contained in the appendix of this document: "NIST Data Activities Overview" and "NIST Data Activities List" Examples of NIST SRD databases available free online are SRD 169 NIST Chemistry Web book (http://webbook.nist.gov) and SRD 17 Chemical Kinetics Database (http://kinetics.nist.gov). Examples of NIST SRD databases available for purchase are SRD 31 Phase Equilibria Diagrams Database (http://www.nist.gov/srd/nist31v32.cfm) and SRD 84 FIZ/NIST Inorganic Crystal Structure Database (http://www.nist.gov/srd/nist84.cfm). Both of these databases available for purchase have free demonstration versions

Archival data sets (that are not part of the SRD program) are data sets that take information
that NIST is ready to make available to the public to enable rapid dissemination of scientific
and technical data information to the scientific community and the public.

#### 4. TYPE OF CONTRACT

The base contract will be an Indefinite Delivery/Indefinite Quantity (IDIQ) type contract.

All task orders issued against the base IDIQ contract shall be firm-fixed price.

#### 5. SCOPE OF WORK

The specific work shall be in accordance with and within the scope of the subsequent paragraphs and identified in the task orders placed under this IDIQ contract.

- 1. The contractor shall provide information technology and database application support services in developing IT models, IT standard reference implementations, IT tools, to develop standard reference database applications, and archival data sets.
- 2. The Contractor shall provide all support for project oversight, equipment, administration and technical execution of this contract. The Contractor shall be responsible for maintaining accurate records of project activities. The work includes, at a minimum, all of the following:
- a) Provide a Project Manager to perform contract administration for all awarded task orders. The Project Manager shall maintain status of deliverables for all task orders awarded under this IDIQ contract using Redmine application. The Government shall provide access to the application at no cost to the Contractor. Deliverable status shall be updated on a monthly basis unless otherwise indicated in a given task order.
- b) Comply with security processing requirements for contractors/subcontractors as specified in the IDIQ contract clauses.
- c) Processing H-1 visas for foreign nationals that are used to provide technical support services on given task orders. This requirement includes providing information needed for the NIST Associates Information System (NAIS). Refer to the attached representative timeline for obtaining H-1 visas.
- d) Perform technical support services as specified in each individual task order. Individual task orders will provide specific details for that specific requirement.
- 3. The Contractor shall develop solutions in one of more of the following measurement science and technical domains:
- a) Standards and Guidelines for Health and Biosciences
  - Health IT Testing Infrastructure NIST is responsible for leading the development
    of the core health IT testing infrastructure that will provide a scalable, multi-partner,
    automated, remote capability for current and future testing needs. Support areas include, but are not limited to, modeling of implementation guides and standards for

- Health, development of test tools to validate conformance of software products to the implementation guides and standards, and development of reference implementations of the standards.
- Biosciences Infrastructure NIST seeks to aid in the development of an infrastructure to support personalized medicine by developing standards, tests and associated algorithmic methods to enable the seamless exchange of quantitative data in support of clinical diagnostics, laboratory medicine, and medical images. Support areas include, but are not limited to, development of archival test sets and test software to assess bio-medical image contents, quality, and feature extraction.
- The Materials Genome Initiative (MGI) NIST will develop the measurement science, tools and standards necessary to enable greatly improved efficiency in the Nation's development and manufacture of new products and services based on innovative materials. With this initiative, NIST will extend its expertise in the development and use of materials modeling and simulations directed at manufacturing, and initiate the creation of a National measurement and standards infrastructure that would substantially lower the cost of both design and manufacturing for industries seeking to realize the benefits of computer-based materials discovery and optimization.

#### b) Standards and Guidelines for Commerce

- Cyber Physical Systems is the tight conjoining of and coordination between computational and physical resources. An example is the Smart Grid A smart grid delivers electricity from suppliers to consumers using digital technology to save energy, reduce cost and increase reliability. Such a modernized electricity network is being worked on at NIST. Support areas include, but are not limited to, modeling portions of the U.S. electrical grid standards to enumerate holes where new standards are required and where existing standards overlap and must be harmonized. Development of use case editors and modeling tools to help developers model the U.S. electrical grid and development of tools to validate conformance of software products to the standards, and development of reference implementations.
- Cloud Computing NIST has been designated to accelerate the federal government's secure adoption of cloud computing by leading efforts to develop standards and guidelines in close consultation and collaboration with standards bodies, the private sector, and other stakeholders. Support areas include, but are not limited to, modeling the required architecture for cloud implementations, development of taxonomies and vocabularies to harmonize nomenclature for cloud computing. Development of use case editors and modeling tools to help developers of the architecture documents, development of tools to validate conformance of software products to the standards, and development of reference implementations.
- Voting NIST has been designated to accelerate voting system standards and guidelines. NIST will develop standards and guidelines in close consultation and collaboration with standards bodies, the private sector, and other stakeholders. Support areas include, but are not limited to, IT modeling for voting common data formats IEEE 1622 and development of testing tools for the Voluntary Voting System Guidelines, version 1.0, 1.1 and 2.0.
- Computer Security NIST conducts studies and outreach necessary to provide standards and guidelines, tools, metrics and practices to protect our nations information and communication infrastructure. NIST works in the areas of identity management,

- cyber security, trusted networking, usability, interoperability, and reliability aspects of information technology. Support areas include, but are not limited to, IT modeling for access control and intrusion detection systems, reference implementations for biometric data exchange, testing tools for vulnerability reduction and continuous monitoring, analysis and development of guidance and standards for identity management and related fields, and testing and analysis of identity management solutions
- Advanced Network Technologies NIST seeks to research and apply measurement science to expedite the design, standardization and adoption of advanced network technologies and networked information systems. Particular programmatic emphasis include: (a) advanced wireless technologies to support public safety, cyber physical systems, and spectrum efficiency; (b) evolving the core Internet infrastructure to improve robustness and security; (c) researching measurement science to predict and control the behavior of complex networked information systems; and (d) high performance networking to support cloud computing. Support areas include, but are not limited to, (a) modeling (simulation, emulation, analytical) and analysis of performance and behavior of advanced network technologies, (b) rapid prototyping and empirical analysis of designs and emerging standards, and (c) design and development of test and measurement tools to evaluate performance, interoperability, and/or conformance of emerging commercial implementations and deployments of advanced network technologies.
- c) Standards and Guidelines for Physical Sciences and Technology
  - SRD Applications NIST seeks to facilitate the collection, evaluation, archiving, and public dissemination of scientific, technical, and engineering data and information in the physical sciences in response to the national roadmap established by the National Science and Technology Council's 2009 report "Harnessing the Power of Digital Data for Science and Society." This report can be viewed at <a href="http://www.nitrd.gov/About/Harnessing">http://www.nitrd.gov/About/Harnessing</a> Power Web.pdf.
  - Computer Forensics and Software Assurance NIST seeks to support the computer
    forensics and software assurance communities in several key areas including but not
    limited to development of tools to support computer forensics tool testing; development of methods for identifying software on disks, in memory, and in network traffic; development of material to support the static analysis tool exposition (SATE);
    and material for testing computer forensics and software assurance software.
  - eNIST objectives to eliminate paper and to automate manual, labor intensive administrative activities. The NIST employs cutting-edge web-based technologies to develop custom applications in support of NIST. The applications developed are not available in commercially developed packages (Commercial-Off-the-Shelf, or "COTS") and therefore need to be developed in-house. These applications automate tasks and decrease the administrative requirements of the technical and support staff, while increasing responsiveness to customers and implementing a secure eNIST paperless environment. As a result, NIST scientists are able to spend more time working in their labs than working at their computers to fulfill administrative requirements. Several web-based applications have been created to store and track all of NIST's publications, travel and project status reports provided to management.

Management is able to obtain access to the information it needs easily, and the administrative burden on the technical staff has been decreased. Generation of required paperwork has been automated, removing that responsibility from the support staff. The applications also serve as a data warehouse for publications and reports, providing backups of all data stored. The project reporting database was developed as a web-based application; it has been created to reduce the duplication of the storage of information while providing management with immediate access to project data without interrupting project staff. This application contains all project-related information such as funding, milestones, staff, progress, etc. for all of the projects in the database. Access to the data is provided by user roles; i.e., director/deputy director, group leader, project leader, and staff.

#### 6. APPLICABLE DOCUMENTS

The following documents are provided as reference information. These documents provide background on the standards development process and are representative of the reference materials NIST would utilize when developing standards.

- American National Standards Institute (ANSI) Essential Requirements: Due Process Requirements for American National Standards, January 2010
   (http://www.nist.gov/itl/ansi/upload/2010ANSIEssentialRequirements.pdf)
- Procedures for the Development of American National Standards, February 29, 2008 (<a href="http://www.nist.gov/itl/ansi/upload/NISTITLANSProcedures-ReaccreditedMarch182008.pdf">http://www.nist.gov/itl/ansi/upload/NISTITLANSProcedures-ReaccreditedMarch182008.pdf</a>)
- NIST Special Publication 330, 2008 Edition, Barry N. Taylor and Ambler Thompson, Editors, The International System of Units (SI)
- NIST Special Publication 811, 2008 Edition, by Ambler Thompson and Barry N. Taylor, Guide for the Use of the International System of Units (SI)
- NIST Technical Note 1297, 1994 Edition, by Barry N. Taylor and Chris E. Kuyatt, Guidelines for Evaluating and Expressing the Uncertainty of NIST Measurement Results

Other applicable documents will be provided in each task order. Specific guidance on implementing the above documents will be provided in each task order.

# 7. DELIVERABLES

The deliverables for individual task orders will be specified in each respective task order. Examples of deliverables include but are not limited to:

- IT models
- IT standard reference implementations
- IT test tools
- Standard reference database applications
- Archival database applications
- Implementations for archiving and dissemination of electronic documents with scientific and technical data and information
- Technical reports, white papers, conference papers, conference posters

- Meeting minutes
- IT Standards, Guidelines, Derived Test Requirements (DTRs), NIST Inter-Agency Reports (NISTIRs) and related demonstrations. Input(s) shall be technical correct, relevant to subject matter and appropriate to designated audience. Formats shall follow NIST ITL and WERB requirements
- Monthly progress reports
- Software documentation and user guide
- Attend conferences and present results

Review of deliverables will be performed by the NIST Technical Point of Contact (TPOC) or the Contracting Officer's Representative (COR). The amount of time for the TPOC or COR to review a given deliverable and the amount of time for the contractor to revise a given deliverable will be defined in each task order.

## 8. INSPECTION AND ACCEPTANCE OF DELIVERABLES

The Contractor deliverables under each task order will be inspected by the TPOC or COR to determine their acceptability. Deliverables will be accepted if they meet the requirements of the task order SOW, including any specified acceptance criteria.

Specific performance standards and acceptance criteria for inspection and acceptance will be defined in each task order SOW.

#### 9. PAYMENT SCHEDULE

A payment schedule will be included within each individual firm fixed price task order.

## 10. PLACE OF PERFORMANCE

Work performed under the IDIQ contract may require Contractor personnel to work on-site at NIST campuses (i.e. Gaithersburg, Maryland; Boulder, Colorado; and the Hollings Marine Laboratory at Charleston, South Carolina) and at the Contractor's facility. The place of performance will be specified in each individual task order. The following shall apply to on-site work:

- Regular business-hours for contract personnel work shall be specified in each task order.
   Normal duty hours are 8:30 AM 5:00 PM Eastern, Monday through Friday, with the exception of Federal holidays or other official closures.
- In the event of facility closures, Contractor personnel shall not perform on-site services unless otherwise approved by the Contracting Officer.
  - A listing of Federal holidays is provided at https://www.opm.gov/policy-data-over-sight/snow-dismissal-procedures/federal-holidays/
- All Contractor personnel must comply with NIST safety prevention regulations. Safety
  training will be provided by NIST for all on-site personnel. Such safety prevention regulations include, but are not limited to, general safety and fire prevention.
- Contractor personnel shall wear a visible visitor's or security badge ID when working onsite at a NIST facility. The badge will be provided by NIST. The Contractor shall immediately report any lost or stolen badges to the COR. Upon termination/resignation of the Contractor's services under this contract, the badges and shall be relinquished to the COR.

- Contractor personnel shall identify themselves as a "Contractor" in all e-mails, telephone communications, meetings and conferences.
- All Contractor personnel must register their vehicles in accordance with NIST Security requirements to gain access onto the Government facility.
- Contractor personnel shall not use Government facilities or Government property in connection with conducting activities not associated with requirements under a given task order.
- At any time during the performance of this contract, any Contractor personnel whose actions (e.g. intoxication, debilitation resulting from drug use, insubordination, theft) result in clear disruption to the work force will be immediately removed by the Contracting Officer.

# 11. NIST VISITOR AND CONTRACTOR PROTOCOLS FOR MITIGATING COVID-19 EXPOSURE

The Contractor shall review and adhere to the requirements of Attachment II titled NIST Visitor and Contractor Protocols for Mitigating COVID-19 Exposure on NIST Campuses. Contractor personnel performing work in NIST workspaces, must provide all information required by Attachment I, in advance of and throughout the period of performance of the task order. While working on the NIST campus, the Contracting Officer's Representative and/or Technical Point of Contact will ensure that Contractor personnel comply with the requirements in place to mitigate COVID-19 exposure. The Government reserves the right to require that Contractor personnel attend a 1-2 hour training session dedicated to COVID-19 protocols. Attachment I titled NIST Visitor and Contractor Protocols for Mitigating COVID-19 Exposure on NIST Campuses, is hereby incorporated and made a part of the contract. This document is subject to change and must be monitored by the Contractor via the following NIST websites: https://www.nist.gov and/or https://www.nist.gov/about-nist/visit/nist-visitor-and-contractorprotocols-mitigating-covid-19-exposure-nist-campuses.

#### 12. TRAVEL

Task orders may require Contractor personnel to travel according to the performance of task orders. The Government will specify in each task order the travel requirements, including, if applicable, dates and location for which travel may be required. The Contractor shall be responsible for making its own arrangements for airline tickets, hotel and car rental reservations, arranging for passports and Visas if foreign travel is required, etc.

Travel performed will be reimbursed in accordance with the <u>Federal Travel Regulation</u>.

All travel must be pre-authorized by the COR for a given task order.

#### 13. PERIOD OF PERFORMANCE

The period of performance for the IDIQ contract shall be for a period of one-year with four consecutive one-year option periods.

The period of performance for each task order will be defined within each respective task order.

# 14. GOVERNMENT-FURNISHED PROPERTY, DATA, INTELLECTUAL PROPERTY AND INFORMATION

All property, data and information provided by the Government in the performance of this task remains the property of the Government and shall be surrendered to the Government upon completion or termination of this requirement.

Government Furnished Information/Government Furnished Property (GFI/GFP) will be specified in each task order.

Telephones, facsimile machines, copiers and computer equipment are authorized for official Government business use only and shall not be used for personal use. Personal long distance calls are not authorized. Telephones, facsimile machines and computer equipment are subject to communications security monitoring at all times.

#### 15. DATA RIGHTS

The Government requires unlimited data rights to all deliverables generated under task orders under this contract. Any additional or specific data rights requirements will be identified in individual task orders.

## 16. PERSONNEL QUALIFICATIONS

The Contractor shall be responsible for employing technically qualified personnel to perform the work specified in this SOW. The Contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets task order requirements. Personnel assigned to, or utilized by, the Contractor in performance of work shall be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable, and professional manner.

Individual task orders issued under the IDIQ contract may contain contractor key personnel requirements. The contractor's personnel under a given task order shall fall within the labor categories proposed and agreed upon by the contractor and Government, incorporated into the IDIQ contract.

# **Base IDIQ Contract Key Personnel:**

At the IDIQ contract level, the contractor shall identify and provide key personnel for the following position. The key personnel will be identified in the resultant IDIQ contract and shall be subject to the terms and conditions of clause 1352.237-75 Key Personnel. The following position is the <u>only</u> contractor key personnel position required at the base IDIQ contract level:

# 1. Senior Program Manager – [Key Personnel on IDIQ base contract]

<u>Educational Requirement:</u> Ph.D. or Master's degree in the Physical Sciences or Computer Science.

<u>General Experience</u>: At least 8 years of experience with IDIQ SOW related studies, technical management, or combination thereof if the individual has a Ph.D. At least 11

years of experience with IDIQ SOW related studies, technical management, or combination thereof, if the individual has a Master's degree.

<u>Specialized Experience</u>: At least 3 years of experience with management of government funded computer science or physical science-based programs.

# **Required IDIQ Labor Categories:**

The following labor categories are categories that must be made available under the base IDIQ contract, at a minimum.

RFP Provisional Language: Per the Instructions to Offerors section of the RFP, offerors must propose the following labor categories, for the base IDIQ contract (including the educational and experience requirements detailed below) in their Technical Volume, and using the attached Pricing Worksheet (RFP Section J Attachment 11), propose ceiling fully burdened hourly labor rates for each labor category (and each "Level" within each labor category) for each year/period of the IDIQ contract in their Business Volume. Offerors must propose a "Schedule of IDIQ Labor Categories," complete with educational and experience requirements, that includes the following labor categories in their Technical Volume. Note that the "Senior Program Manager" is the only position listed below that also requires an actual candidate to be proposed as key personnel for the IDIQ contract itself. The Government is NOT requesting that Offerors propose actual candidates for the remaining IDIQ labor categories for the IDIQ contract itself. See Instructions to Offerors section of the RFP for requirements for proposing actual candidates for key personnel positions for each Mock Task Order included in the RFP.

#### Senior Program Manager

<u>Educational Requirement:</u> Ph.D. or Master's degree in the Physical Sciences or Computer Science.

<u>General Experience</u>: At least 8 years of experience with IDIQ SOW related studies, technical management, or combination thereof if the individual has a Ph.D. At least 11 years of experience with IDIQ SOW related studies, technical management, or combination thereof, if the individual has a Master's degree.

<u>Specialized Experience</u>: At least 3 years of experience with management of government funded computer science or physical science-based programs.

# Computer Scientist/Engineer/Data Scientist/IT Specialist

# **Level V:**

<u>Educational Requirement:</u> Master's Degree from an accredited college or university in a field related to the work in the Task Order SOW

Experience Requirement: Minimum of 8 years of experience providing expert knowledge or insight into one or more fields relevant to the work included in the Task Order SOW, including at least 5 years working in a scientific environment in one or more of the "Advanced Information Technology" categories, AND in one or more of the "Physical Sciences" categories listed below.

#### Level IV:

Educational Requirement: Bachelor's Degree from an accredited college or university in a field related to the work in the Task Order SOW

Experience Requirement: Minimum of 6 years of experience providing expert knowledge or insight into one or more fields relevant to the work included in the Task Order SOW, including at least 3 years working in a scientific environment in one or more of the "Advanced Information Technology" categories listed below.

#### **Level III:**

Educational Requirement: Bachelor's Degree from an accredited college or university in a field related to the work in the Task Order SOW

Experience Requirement: Minimum of 3 years of experience providing expert knowledge or insight into one or more fields relevant to the work included in the Task Order SOW, including at least 1 year working in a scientific environment in one or more of the "Advanced Information Technology" categories listed below.

# **Level II:**

<u>Educational Requirement:</u> Bachelor's Degree from an accredited college or university in a field related to the work in the Task Order SOW

Experience Requirement: Minimum of 1 year of experience providing expert knowledge or insight into one or more fields relevant to the work included in the Task Order SOW.

#### Level I:

Educational Requirement: Bachelor's Degree from an accredited college or university in a field related to the work in the Task Order SOW

Experience Requirement: None.

## Advanced Information Technology Categories:

 Develop Unified Modeling Language (UML) models and their reference implementations for workflow and interactions from domain specific use cases, whereby the innovative standards-based model-driven solutions include translation tools for legacy and proprietary formats.

- Develop software-based tools and web-based applications for the measurement, analysis, evaluation, management, and dissemination of scientific and technical data.
- Provide technical support services for the facile identification, collection, annotation, evaluation, digitization, archiving, curation, indexing, and dissemination of scientific and technical data and information (i.e., digital curators/archivists and data scientists).
- Computer Security
- Numerical analysis, mathematics, and statistics

## Physical Science Categories:

• Physical chemistry, atomic spectra, chemical and crystal structures, material properties, computational chemistry, molecular thermochemistry, infrared spectroscopy, phase equilibria of condensed phases, mass spectrometry, solubilities of liquids in liquids, ion/molecule energetics, transport properties of gases in liquids, gas diffusivities, thermophysical properties of solids, and environmental data

#### **Technician**

#### **Level III:**

Educational Requirement: Bachelor's Degree from an accredited college or university in a field related to the work in the Task Order SOW

Experience Requirement: Minimum of 4 years of experience working under supervision to perform a variety of IT and technical tasks such as databases, data entry and data management; including at least 4 years supporting the planning and performance of IT and technical specifications, supporting IT activities related to the development and integration of database projects, and working under the supervision of a scientist and/or project manager.

#### **Level II:**

Educational Requirement: High School Diploma or GED

Experience Requirement: Minimum of 2 years of experience working under supervision to perform a variety of IT and technical tasks such as databases, data entry and data management, supporting the planning and performance of IT and technical specifications, supporting IT activities related to the development and integration of database projects, and working under the supervision of a scientist and/or project manager.

#### Level I:

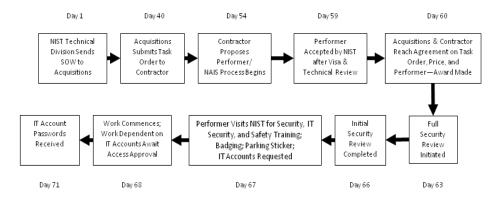
Educational Requirement: High School Diploma or GED

Experience Requirement: At least some level of experience working under supervision to perform a variety of IT and technical tasks such as databases, data entry and data management.

# ATTACHMENT I: Representative Timeline for an H1-Visa Performer

# Representative Timelines for Various Types of Performers

Foreign Nationals— H1 Visa [Timeline Ignores Time Delays Associated with Obtaining an H1 Visa]



Note 1: Time in Business Days / Calendar

Note 2: Foreign Nationals on H1 Visas May Not Necessarily Receive Out-of-Hours Access to the NIST Campus

# ATTACHMENT II

# NIST Visitor and Contractor Protocols for Mitigating COVID-19 Exposure on NIST Campuses

Document Date<sup>1</sup>: 06/16/2020

## INTRODUCTION

NIST is committed to protecting the health and safety of our staff and others coming on to our campuses by implementing measures consistent with guidelines from the Centers for Disease Control and Prevention (CDC) to mitigate COVID-19 exposure. Towards that end, NIST staff (referred to below as "sponsor") bringing visitors or contractors, who will be performing work in

NIST workspaces, on to campus are required to provide the following information to them in advance of the visit. Further, while visitors and contractors are on campus, the sponsor must ensure they comply with the requirements in place to mitigate COVID-19 exposure.

Contractors working under their own safety plans and performing work in areas controlled by them on the NIST campus must work with their Contracting Officer's Representative (COR) to modify their safety plan to include COVID-19 mitigation strategies. Further, they must abide by NIST requirements when in NIST workspaces.

#### RESTRICTED ACCESS

The following individuals will not be permitted access to NIST campuses:

- •Anyone exhibiting symptoms of COVID-19;
  - Anyone recovering from COVID-19 who has not yet met criteria to end isolation and return to work;
  - Anyone who has been exposed to someone exhibiting symptoms of COVID-19, is presumed positive for COVID-19, or has tested positive for COVID-19 within the last 14 days; and
  - Anyone who has traveled to or from areas that present an elevated risk or exposure to COVID-19 within the last 14 days.

Additionally, individuals recovering from COVID-19 will only be allowed on campus when the following three conditions are met:

- •No fever for at least 72 hours without the use of medicine that reduces fevers;
- <sup>1</sup> For revision history, see Appendix A
  - revision instory, see Appendix A
  - Other symptoms have improved (for example, your cough or shortness of breath has improved); and
  - •At least 10 days from onset of symptoms.

Finally, there are <u>individuals who are at higher risk for severe illness from COVID-19</u> and <u>others who are at risk.</u> It is the employer's responsibility to protect their employees. NIST has instituted policies to protect staff who are in these categories. It is the responsibility of the employers of visitors and contractors to have made these considerations as well.

#### PRIOR TO CAMPUS ARRIVAL

Any individual coming on to campus must conduct a personal health screening by reviewing the COVID-19 Screening Questionnaire (attached). This self-screening must be <u>performed every</u>

<u>day</u> an individual wants to access a NIST campus. Anyone answering "Yes", "False" or "Unsure" to any question, should immediately contact their sponsor and not attempt to access the campus. NIST is not collecting this data by any means (hardcopy or electronic). By entering campus on a given day, you are indicating that you have complied with this requirement for that day.

#### ACCESS TO CAMPUS

Follow instructions for access to Campus provided by your sponsor.

- •If the Visitor Center is open, obtain a paper "Visitor" badge but do not put it on. Proceed to the Security Officer at the gate and display the paper badge and your photo ID against a closed window. If wearing a cloth face covering or mask, briefly remove it while the Officer is inspecting the badge and ID. Proceed when waived through.
- If the Visitor Center is not open, your name will be on a list of approved visitors at the front gate. Proceed to the Security Officer at the gate and display your photo ID against a closed window. If wearing a cloth face covering or mask, briefly remove it while the Officer is inspecting the ID. Proceed when waived through.

#### WHILE ON CAMPUS

#### **Sponsor Instruction**

Visitors and contractors are not expected to know all NIST requirements to mitigate COVID-19 exposure. Therefore, sponsors are required to provide location-specific instruction for the workspaces to be visited or used, including traveling though NIST buildings and in common areas

#### Cloth Face Coverings or Masks

A cloth face covering or mask is required at all times while on campus unless given explicit direction by the sponsor. An individual who cannot tolerate wearing a secure cloth face covering or mask, *e.g.*, for medical reasons, must notify their sponsor in advance. Please see <u>CDC</u> guidance for safe use of face coverings.

#### Workplace Distancing

Individuals on NIST campuses are required to maintain at least 6 ft (2 meters) of physical separation so long as doing so does not create a greater hazard. The sponsor will provide additional requirements or guidance if workplace distancing is not possible.

#### Personal Hygiene

While on campus, individuals are required to:

- refrain from physical greetings such as handshakes and hugs;
- cough or sneeze into the arm, shoulder, or tissue and away from others;
  - keep hands clean by regularly washing with soap and water for 20 seconds or using a hand sanitizer or disinfectant wipe; and
- disinfect surfaces and items touched using disinfectant supplies provided by NIST.

#### Signage

Individuals on campus must comply with the directions on signs.

# Food and Drink

Cafeterias will not be open. Water fountains will be available, however, NIST is recommending the filling of water bottles, when practical, and not drinking directly from the fountain.

## Appendix A. Revision History

Revision	Date	Effective date	Description of Change
0			None – Initial document

# **COVID-19 Screening**

Symptom Checklist: Today, are you experiencing any of the following symptoms?	Yes	No	
Cough			See CDC: List of Symptoms
Shortness of breath or difficulty breathing (unrelated to physical activities)			Contact your supervisor or sponsor if you answered "Yes" to
Fever over 100.4 ºF (38°C)			any of these questions. You are not permitted to enter campus
Chills			coday (unless you are recovering from COVID-19 and meet criteria in the next section).
Muscle pain/body aches (unrelated to physical activities)			
Sore throat			
New loss of taste or smell			
Vomiting or diamhea			
COVID-19 Return to Work: if you are recovering from COVID-19, are all of the following true:	True	False	See CDC <u>Discontinue Isolation for Persons with COVID-19</u> Inform your supervisor or sponsor if this applies. You may be permitted on campus if you meet these criteria. If you
You have not had a fever (>100.4F) for more than 3 days and you are not taking fever-reducing medications; it has been more than 10 days since onset of symptoms; and your symptoms have improved.			answered "False" you are not permitted to enter campus today.
Exposure Checklist: In the last 14 d have you	Yes	No	See CDC COVID19 Prevention Tips
Spent more than 15 minutes, within 6 feet (or 2 meters) of someone with known or suspected to have COVID-19?			Contact your supervisor or sponsor if you answered "Yes" to
Spent any time in your home with someone with confirmed or suspected COVID-19 or who currently has COVID-like symptoms?			any or unese questions, in you answered rest, you are not permitted to enter campus today.
Travel Checklist: In the last 14 d have you?	Yes	No	See U.S. State Department Travel Advisories
Traveled to or from a state with a stay-at-home order in place			Contact your supervisor or sponsor if you answered "Yes" to
Traveled to or from a country with a travel advisory in place due to the global COVID-19 pandemic			permitted to enter campus today.

# SECTION E INSPECTION AND ACCEPTANCE

E.1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) (Reference 52.246-4)

# SECTION F DELIVERIES OR PERFORMANCE

- F.1 52.242-15 STOP-WORK ORDER (AUG 1989) (Reference 52.242-15)
- F.2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) (Reference 52.242-17)
- F.3 1352.270-70 PERIOD OF PERFORMANCE (APR 2010)
- (a) The base period of performance of this contract is from TBD through  $\,$  . If an option is exercised, the period of performance shall be extended through the end of that option period.
- (b) The option periods that may be exercised are as follows:

Period	Start Date	End	Date
Option I	TBD		
Option II	TBD		
Option III	TBD		
Option IV	TBD		

(c) The notice requirements for unilateral exercise of option periods are set out in FAR 52.217-9.

(End of clause)

#### IDIQ CONTRACT INFORMATION

#### A . Description of contract:

This is an Indefinite-Delivery, Indefinite- Quantity (IDIQ) contract under which the contractor shall provide any or all of the support services described in the Performance Work Statement (PWS) of the contract as detailed in individual task orders issued by the contracting officer during the term of this contract.

#### B. Multiple Award Preference:

The contracting officer intends on Awarding IDIQ contracts to more than one Offeror to the extent that this approach is in the best interests of the Government based on the proposals received. All proposals will be evaluated based on the evaluation factors detailed in section M of the RFP. A determination on whether the issuance of multiple awards is in the best interests of the Government will be made by the government during the evaluation process.

#### C . Task Orders:

Task orders under this contract shall be firm fixed price type task orders. The following procedures apply for this issuance of task orders should there only be one IDIQ contract awarded to one Offeror as a result of the solicitation.

- a . Work shall be initiated only by issuance of a fully executed task order by the contracting officer. The work to be performed under these task orders must be within the scope of the PWS in Section C of the contract. The Government is only liable for costs expended under the terms and conditions of the contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized shall not be allowed.
- b . The Contractor shall provide a quotation/proposal in response to a request for quotation/proposal under the contract. The quotation/proposal shall address the scope of work, specific tasks and deliverables detailed in the PWS of the applicable task order and shall include the proposed firm fixed price(s). If travel is required, the Contractor shall include estimated travel expenses for the completion of the task order.
- c . Based upon the quotation/proposal, the Contractor and the Government shall negotiate the number of hours and labor mix required to complete the task order, any changes in the scope of the work to be performed, the schedule, or the deliverables to be provided in the task order as needed.
- d . Within five (5) working days following the conclusion of any negotiations, unless specifically stated otherwise in communications from the Contracting Officer, related to the quotation, the Contractor shall submit a revised quotation/proposal which reflects the negotiated agreement.
- e . Task orders shall be considered fully executed upon signature of the contracting officer. The Contractor shall begin work on the task order in accordance with the effective date of the task order.
- f . Each task order will specify the following to the maximum extent practicable: 1) Specific Tasks to be performed, 2) Deliverables and Due Dates, 3) Period of Performance, 4) Place of Performance, 5) Firm Fixed Price, 6) Any applicable reporting requirements, and 7) Any applicable Government-furnished property.

The following procedures apply for this issuance of task orders should there be multiple IDIQ contracts awarded as a result of the solicitation.

- a . The contracting officer will provide each awardee a fair opportunity to be considered for each order exceeding \$3,500 issued under the IDIQ contract. Streamlined processes may be used for task orders exceeding \$3,500 up to \$5 million. A request for quotations/proposals will be distributed to all contract holders and will contain, to the maximum extent practicable, the items detailed in b(i-v) below. In addition, the contracting officer need not contact each of the multiple awardees under the contract before selecting an order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order and the order does not exceed \$5.5 million. The competition requirements in FAR Part 6 and the policies in FAR Subpart 15.3 do not apply to the ordering process.
- b . For task orders in excess of \$5.5 million, a request for quotations /proposals will be distributed to all contract holders and will contain, at a minimum
  - i . A notice of the task or delivery order that includes a clear statement of NIST's requirements;
  - ii. A reasonable response period;
  - iii. Disclosure of the significant factors and sub-factors, including cost or price, that the agency expects to consider in evaluating proposals, and their relative importance;
  - iv. Where award is made on a best value basis, a written statement documenting the basis for award and the relative importance of quality and price or cost factors; and
  - v . An opportunity for a postaward debriefing in accordance with FAR Subpart 16.505(b)(4).
  - c . Exceptions to the fair opportunity process: The contracting officer will give every contract holder a fair opportunity to be considered for a task order exceeding \$3,500 unless one of the statutory exceptions detailed in FAR Subpart 16.505 (b)(2) applies.
  - d . Evaluation factors for award of task orders: The evaluation factors for award that may be used when competing individual task orders will be: Management Approach, Technical Approach, Specialized Experience, Past Performance and Price. However, detailed descriptions of each factor and potential sub-factors will be provided in the request for quotations/proposals for each individual task order. Should additional evaluation factors or factors other than the ones listed above be applicable to a particular task order, the contracting officer may incorporate said evaluation factors into the request for quotations/proposals for an individual task order. All contract holders will be made aware of the evaluation factors for award for an individual task order.
  - D . Task-order and delivery-order ombudsman:

Should multiple IDIQ contracts be awarded, NIST will assign an ombudsman for task orders issued under this contract. The ombudsman will review complaints from contractor holders and ensure they are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The ombudsman for this IDIQ contract will be the NIST Competition Advocate.

Contact information will be provided upon award of the contracts should multiple awards be issued.

E . Pricing: The ceiling fully-burdened hourly labor rates that shall be used by the Contractor for each labor category when providing an official quote can be found in Section B of the contractor's IDIQ contract. The description of the minimum requirements for each labor category under this contract can also be found in Section B. In no event shall the labor rates identified in the contractor's contract be exceeded for the corresponding labor categories during the corresponding period. The contractor may offer, and the Government may request, further price reductions in accordance with commercial practices and market forces at any point during the life of this contract. Such reductions in the labor rates would be incorporated through a bilateral modification to the base contract. In addition, contractors may offer discounts off of their contract's labor rates when responding to a request for quotations/proposals for an individual task order.

- G.2 1352.201-70 CONTRACTING OFFICER?s AUTHORITY (APR 2010)
  (Reference 1352.201-70)
- G.3 1352.201-72 CONTRACTING OFFICER`S REPRESENTATIVE (COR) (APR 2010) (Reference 1352.201-72)
- G.4 1352.245-70 GOVERNMENT FURNISHED PROPERTY (APR 2010) (Reference 1352.245-70)
- G.5 52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEPT 2019)
- (a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

OAM\_Mailbox@doc.gov

- (b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).
- (c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

- G.6 1352.216-76 PLACEMENT OF ORDERS (APR 2010)
  - (a) The contractor shall provide goods and/or services under this contract only as directed in orders issued by authorized individuals. In accordance with FAR 16.505, each order will include:
    - (1) Date of order;
    - (2) Contract number and order number;
    - (3) Item number and description, quantity, and unit price or estimated cost or fee;
    - (4) Delivery or performance date;
    - (5) Place of delivery or performance (including consignee);
    - (6) Packaging, packing, and shipping instructions, if any;
    - (7) Accounting and appropriation data;
    - (8) Method of payment and payment office, if not specified in the contract;
    - (9) Any other pertinent information.
  - (b) In accordance with FAR 52.216-18, Ordering, the following individuals (or activities) are authorized to place orders against this contract:
  - (c) If multiple awards have been made, the contact information for the DOC task and delivery order ombudsman is Suzanne Porche

(End of clause)

# SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 LOCAL CLAUSE CONTRACTOR RESPONSIBILITY

#### LOCAL CLAUSE - CONTRACTOR RESPONSIBILITY

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of this contract. The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to, or arising out of, the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor. The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claim Act, or pursuant to another Federal statutory authority. A smooth and orderly transition between the Contractor and a predecessor or successor Contractor is necessary to ensure minimum disruption to vital Government business. The Contractor shall cooperate fully in the transition. The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor shall not: a ) discuss with unauthorized persons any information obtained in the performance of work under this contract; b) conduct business not directly related to this contract on Government premises; c) use computer systems and/or other Government facilities for company or personal business other than work related

#### LOCAL CLAUSE -

NON PERSONAL SERVICES No personal services shall be performed under this contract. No contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action. The Contractor shall not perform inherently Governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employees shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer. The Contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

н.3	1352.208-70	RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010) (Reference 1352.208-70)
н.4	1352.209-72	RESTRICTIONS AGAINST DISCLOSURE (APR 2010) (Reference 1352.209-72)
н.5	1352.209-73	COMPLIANCE WITH THE LAWS (APR 2010) (Reference 1352.209-73)
н.6	1352.209-74	ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010) (Reference 1352.209-74)
н.7	1352.216-74	TASK ORDERS (APR 2010) (Reference 1352.216-74)
н.8	1352.231-71	DUPLICATION OF EFFORT (APR 2010) (Reference 1352.231-71)
н.9	1352.237-70	SECURITY PROCESSING REQUIREMENTS - HIGH OR MODERATE RISK CONTRACTS (APR 2010) (Reference 1352.237-70)
н.10	1352.237-71	SECURITY PROCESSING REQUIREMENTS - LOW RISK CONTRACTS (APR 2010) (Reference 1352.237-71)
н.11	1352.239-71	ELECTRONIC AND INFORMATION TECHNOLOGY (APR 2010) (Reference 1352.239-71)
н.12	1352.239-72	SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (APR 2010) (Reference 1352.239-72)
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- H.13 1352.237-75 KEY PERSONNEL (APR 2010)
  - (a) The contractor shall assign to this contract the following key personnel: SENIOR PROGRAM MANAGER, TBD
- (b) The contractor shall obtain the consent of the Contracting Officer prior to making key personnel substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved by the Contracting Officer.
- (c) Requests for changes in key personnel shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

(End of Clause)

H.14 NIST LOCAL-07 COMPUTER SECURITY POLICY

All contractor personnel shall read and be familiar with the Computer

site at http://www-i.nist.gov/cio/itsd/pp\_nist/policy/policy\_accnuse.html.

This policy is hereby incorporated by reference as if fully set forth. The Contractor and its employee(s) and agents shall abide by the terms and conditions of the policy throughout the period of performance (including

any exercised option periods) of this contract.

(END OF CLAUSE)

## H.15 NIST LOCAL-36 TRAVEL NOTE

- (a) The government will reimburse the contractor for all necessary expenses in connection with travel authorized pursuant to this order/contract. Costs incurred for lodging, meals, and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations prescribed by the General Services Administration.
- (b) Subsistence is authorized in accordance with the DoC and Federal Travel Regulations. Invoices requesting reimbursement for travel must be accompanied by itemized paid receipts. The invoices must be submitted to the payment office specified elsewhere in this order/contract.

(END OF CLAUSE)

H.16 NIST LOCAL-55 ELECTRONIC BILLING INSTRUCTIONS FOR DELIVERY/TASK ORDERS NIST requires that Invoice/Voucher submissions are sent electronically via email to INVOICE@NIST.GOV.

Each Delivery/Task Order Invoice or Voucher submitted shall include the following:

- (1) Contract number;
- (2) Contractor name and address;
- (3) Unique entity identifier (see www.sam.gov for the designated entity for establishing unique entity identifiers);
- (4) Date of invoice;
- (5) Invoice number;
- (6) Amount of invoice and cumulative amount invoiced to-date;
- (7) Contract Line Item Number (CLIN);
- (8) Description, quantity, unit of measure, unit price, and extended price of supplies/services delivered;
- (9) Prompt payment discount terms, if offered; and
- (10) Any other information or documentation required by the contract.

# SECTION I CONTRACT CLAUSES

		CONTRACT CLAUSES
I.1	52.202-1	DEFINITIONS (NOV 2013) (Reference 52.202-1)
I.2	52.203-3	GRATUITIES (APR 1984) (Reference 52.203-3)
I.3	52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014) (Reference 52.203-5)
I.4	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (Reference 52.203-12)
I.5	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) (Reference 52.204-4)
I.6	52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018) (Reference 52.204-7)
I.7	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) (Reference 52.204-9)
I.8	52.212-4	CONTRACT TERMS AND CONDITIONSCOMMERCIAL ITEMS (OCT 2018) (Reference 52.212-4)
I.9	52.215-2	AUDIT AND RECORDSNEGOTIATION (OCT 2010) (Reference 52.215-2)
I.10	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT (OCT 1997) (Reference 52.215-8)
I.11	52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997) (Reference 52.217-2)
I.12	52.217-7	OPTION FOR INCREASED QUANTITYSEPARATELY PRICED LINE ITEM (MAR 1989) (Reference 52.217-7)
I.13	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018) (Reference 52.219-8)
I.14	52.223-6	DRUG-FREE WORKPLACE (MAY 2001) (Reference 52.223-6)
I.15	52.224-1	PRIVACY ACT NOTIFICATION (APR 1984) (Reference 52.224-1)
I.16	52.224-2	PRIVACY ACT (APR 1984) (Reference 52.224-2)
I.17	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) (Reference 52.227-1)
I.18	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Reference 52.227-2)
I.19	52.227-3	PATENT INDEMNITY (APR 1984) (Reference 52.227-3)
I.20	52.227-1	4 RIGHTS IN DATAGENERAL (MAY 2014) (Reference 52.227-14) PAGE 40 OF 79 1333ND20RNB770014

I.21	52.227-17	RIGHTS IN DATASPECIAL WORKS (DEC 2007) (Reference 52.227-17)
I.22	52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987) (Reference 52.227-23)
I.23	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (Reference 52.229-3)
I.24	52.232-1	PAYMENTS (APR 1984) (Reference 52.232-1)
I.25	52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) (Reference 52.232-8)
I.26	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984) (Reference 52.232-9)
I.27	52.232-11	EXTRAS (APR 1984) (Reference 52.232-11)
I.28	52.232-17	INTEREST (MAY 2014) (Reference 52.232-17)
I.29	52.232-18	AVAILABILITY OF FUNDS (APR 1984) (Reference 52.232-18)
I.30	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (Reference 52.232-23)
I.31	52.232-25	PROMPT PAYMENT (JAN 2017) (Reference 52.232-25)
I.32	52.233-1	DISPUTES (MAY 2014) (Reference 52.233-1)
I.33	52.233-3	PROTEST AFTER AWARD (AUG 1996) (Reference 52.233-3)
I.34	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) (Reference 52.233-4)
I.35	52.237-3	CONTINUITY OF SERVICES (JAN 1991) (Reference 52.237-3)
I.36	52.242-13	BANKRUPTCY (JUL 1995) (Reference 52.242-13)
I.37	52.244-2	SUBCONTRACTS (OCT 2010) (Reference 52.244-2)
I.38	52.245-1	GOVERNMENT PROPERTY (JAN 2017) (Reference 52.245-1)
I.39	52.245-9	USE AND CHARGES (APR 2012) (Reference 52.245-9)
I.40	52.246-25	LIMITATION OF LIABILITYSERVICES (FEB 1997) (Reference 52.246-25)

- i.41 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) (Reference 52.249-2)
- I.42 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
  (Reference 52.249-8)
- I.43 52.249-14 EXCUSABLE DELAYS (APR 1984)
  (Reference 52.249-14)
- I.44 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) (Reference 52.253-1)
- 1.45 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 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 2019) (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:
- XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), 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 (Oct 2015) (41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (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).
- XX (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- XX (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]
  - XX (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020)) (15 U.S.C. 644).
  - (ii) Alternate I (Mar 2020)).
  - (iii) Alternate II (Nov 2011) of 52.219-6.
  - (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020)) (15 U.S.C. 644).
  - (ii) Alternate I (Mar 2020)) of 52.219-7.
  - (iii) Alternate II (Mar 2004) of 52.219-7.

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XX (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 (Mar 2020)) (15 U.S.C. 637(d)(4)).
      (ii) Alternate I (Jan 2017) of 52.219-9.
      (iii) Alternate II (Nov 2016) of 52.219-9.
      (iv) Alternate III (Mar 2020)) of 52.219-9.
      (v) Alternate IV (Aug 2018) of 52.219-9.
      (18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020)) (15 U.S.C. 644(r)).
    XX (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).
    XX (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 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)).
    XX (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
    XX (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2020) (E.O.
13126).
    XX (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
    XX (30) (i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
      (ii) Alternate I (Feb 1999) of 52.222-26.
    XX (31) (i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).
      (ii) Alternate I (July 2014) of 52.222-35.
    XX (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C.
793).
      (ii) Alternate I (July 2014) of 52.222-36.
    XX (33) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
      (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec
2010) (E.O. 13496).
    XX (35)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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(R) -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(R) -Registered Television (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(Dec 2007) (42 U.S.C. 8259b).
      (43) (i) 52.223-16, Acquisition of EPEAT(R)-Registered Personal Computer Products (OCT 2015)
(E.O.s 13423 and 13514).
      (ii) Alternate I (Jun 2014) of 52.223-16.
     XX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug
2011) (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).
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- (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).
- XX (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 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) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- (56) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- XX (57) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
- (58) 52.232-34, Payment by Electronic Funds Transfer Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
  - (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
  - (60) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
  - (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).
- (62)(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:
  - (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).
  - (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires(May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 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).
- (5)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).
- (6)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).
- (7) 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).
  - (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
  - (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (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, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or

- to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
  - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (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 2019) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi)52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
  - (vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
  - (viii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
  - (ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
  - (x) 52.222-36, Equal Opportunity for Workers with Disabilities(Jul 2014) (29 U.S.C. 793).
  - (xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xii) 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.
  - (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018),(41 U.S.C. chapter 67).
- (xiv) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (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 E.O. 13627).
- (xv) 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.)
- (xvi) 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)
  - (xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
  - (xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
  - (xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
  - (xx) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
    - (B) Alternate I (JAN 2017) of 52.224-3.
- (xxi) 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).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from TBD through TBD
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

#### I.47 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) "Minimum order." When the Government requires supplies or services covered by this contract in an amount of less than \$15,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) "Maximum order." The Contractor is not obligated to honor--
  - (1) Any order for a single item in excess of \$45,000,000.00
  - (2) Any order for a combination of items in excess of \$45,000,000.00 or
- (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor`s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

# I.48 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after after expiration of the applicable task order period of performance

(End of Clause)

# I.49 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

Officer may exercise the option by written notice to the Contractor within the Period of Performance of the IDIQ.

(End of Clause)

#### I.50 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 the Period of Performance of the IDIQ provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 5 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.

(End of Clause)

#### I.51 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov/far
https://www.acquisition.gov/car

(End of Clause)

# I.52 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (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 regulatory (48 CFR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

# SECTION J LIST OF ATTACHMENTS

## J.1 LIST OF ATTACHMENTS

# LIST OF ATTACHMENTS

- 1. Format for Submitting Questions regarding RFP 1333ND20RNB770014
- 2 . Past Performance Questionnaire
- 3. Mock Task Order #1 Performance Work Statement SATE
- 4 . Mock Task Order #2 Performance Work Statement Blockchain
- 5. Mock Task Order #3 Performance Work Statement –Test Framework
- 6. Mock Task Order #4 Performance Work Statement Conformance Lab
- 7. Mock Task Order #5 Performance Work Statement Election Guidance
- 8. Mock Task Order #6 Performance Work Statement Image Analytics
- 9. Mock Task Order #7 Performance Work Statement SCDCS
- 10. Mock Task Order #8 Performance Work Statement -Semantic Capabilities
- 11. Pricing Worksheet

## **SECTION K**

# REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Reference 52.203-11)

- K.3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541519
- (2) The small business size standard is 30 million
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

- (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
  - /\_/ (i) Paragraph (d) applies.
- $/\_/$  (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--
  - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
  - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.
  - (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
  - (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.
- (D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
- (xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. This provision applies to all solicitations.
- (xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:
  - [Contracting Officer check as appropriate.]
  - (i) 52.204-17, Ownership or Control of Offeror.
  - (ii) 52.204-20, Predecessor of Offeror.
  - (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
  - (vii) 52.227-6, Royalty Information.
    - (A) Basic.
    - (B) Alternate I.
  - (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through https://www.sam.gov. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change

by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

	FAR			
	Clause	Title	Date	Change
	#			

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

## K.4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)

- (1) The Offeror certifies, to the best of its knowledge and belief, that-
  - (i) The Offeror and/or any of its Principals--
- (A) Are  $/\_/$  are not  $/\_/$  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have /\_/ have not /\_/, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing apublic (Federal, State, or local) contract or subcontract; violation of Federal or State antitruststatutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making falsestatements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks ``have``, the offeror shall also see 52.209-7, if included in this solicitation);
- (C) Are /\_/ are not /\_/ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (D) Have  $/\_/$ , have not  $/\_/$ , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
  - (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - (2) Examples.
- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. ######## 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. ######## 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. ######## 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has /\_/ has not /\_/, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) ``Principal,`` for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business

entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to ProsecutionUnder Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror`s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

#### K.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

- (b) The offeror  $[\ ]$  has  $[\ ]$  does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
  - (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - (iii) In an administrative proceeding, a finding of fault and liability that results in--
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
    - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

- K.6 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)
- (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that--
- (1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months. (End of provision)

#### K.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (MAR 2020)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v)) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Economically disadvantaged women-owned small business (EDWOSB)concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation," means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87 Agricultural Supplies:

- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
  - (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
  - (5) Consist of providing goods or services that are used only to promote health or education; or
  - (6) Have been voluntarily suspended.
- "Sensitive technology"
- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
- "Service-disabled veteran-owned small business concern"
  - (1) Means a small business concern
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
- "Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--
  - (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition. "Subsidiary" means an entity in which more than 50 percent of the entity is owned
  - (1) Directly by a parent corporation; or
  - (2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes

its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran-owned small business concern" means a small business concern

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans. "Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more

"Women-owned small business concern" means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- "Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.
- (b)(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph
- (b)(2) of this provision do not automatically change the representations and certifications in SAM.
- (2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

- (c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.
- (1) Small business concern. The offeror represents as part of its offer that it [\_] is, [\_] is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [\_] is, [\_] is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [\_] is, [\_] is not a service-disabled veteranowned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [\_] is, [\_] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [\_] is, [\_] is not a women-owned small business concern.
- (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-
- (i) It [\_] is, [\_] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [\_] is, [\_] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]

The offeror represents that-

- (i) It [\_] is, [\_] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It  $[\_]$  is,  $[\_]$  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  $[\_]$  is, a women-owned business concern.
- (9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- (10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It [\_] is, [\_] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and
- (ii) It [\_] is, [\_] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:
  \_\_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) Representations required to implement provisions of Executive Order 11246 --
  - (1) Previous contracts and compliance. The offeror represents that --
- (i) It  $[\ ]$  has,  $[\ ]$  has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
  - (ii) It [\_] has, [\_] has not, filed all required compliance reports.
  - (2) Affirmative Action Compliance. The offeror represents that --
- (i) It  $[\ ]$  has developed and has on file,  $[\ ]$  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor(41 CFR parts 60-1 and 60-2), or
- (ii) It  $[\ ]$  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and

_	onent test in paragraph (2) of the definition of "domestic end product." The ailable off-the-shelf (COTS) item," "component," "domestic end product," "end
_	product," and "United States" are defined in the clause of this solicitation
entitled "Buy American-	
(2) Foreign End Prod Line Item No.	
Line item No.	Country of Origin
[List as necessary]	
25.	vill evaluate offers in accordance with the policies and procedures of FAR Part
(g)	
_	Free Trade Agreements Israeli Trade Act Certificate. (Applies only if the
clause at FAR 52.225-3	Buy American Free Trade Agreements Israeli Trade Act, is included in
this solicitation.)	
	ertifies that each end product, except those listed in paragraph (g)(1)
	this provision, is a domestic end product and that for other than COTS considered components of unknown origin to have been mined, produced, or
	ne United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or
	"commercially available off-the-shelf (COTS) item," "component," "domestic end
<del>-</del>	" "foreign end product," "Free Trade Agreement country," "Free Trade Agreement
	'Israeli end product," and "United States" are defined in the clause of this
	Buy AmericanFree Trade AgreementsIsraeli Trade Act."
	certifies that the following supplies are Free Trade Agreement country end
-	d in the clause of this solicitation entitled "Buy American-Free Trade
_	de Act": Free Trade Agreement Country End Products (Other than Bahrainian,
Moroccan, Omani, Panama	anian, or Peruvian End Products) or Israeli End Products:
Line Item No.	Country of Origin
	<del></del>
[List as necessary]	
	shall list those supplies that are foreign end products (other than those
listed in paragraph (g)	(1)(ii) or this provision) as defined in the clause of this solicitation
_	Free Trade Agreements-Israeli Trade Act." The offeror shall list as other
	nose end products manufactured in the United States that do not qualify as
	i.e., an end product that is not a COTS item and does not meet the component of the definition of "domestic end product."
Other Foreign End Prod	
Line Item No.	Country of Origin
[Tink on none	
[List as necessary]	will evaluate offers in accordance with the policies and procedures of FAR
Part 25.	. WITH EVALUACE OFFERS IN ACCORDANCE WITH the politices and procedures of the
	ee Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate
I to the clause at FAR	52.225-3 is included in this solicitation, substitute the following paragraph
(g)(1)(ii) for paragrap	oh (g)(1)(ii) of the basic provision:
(~)(1)(;;) The offer	ver gertifies that the fellowing symplics are Consdian and products as defined
_	for certifies that the following supplies are Canadian end products as defined solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":
Canadian End Product	
Line Item No.	
<del></del>	
[T 2 = 4 - 2 - 2 - 2 - 2	
[List as necessary]	ee Trade Agreements_Targeli Trade Ast Contificate Alternate II If Alternate
<del>-</del>	ee Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate R 52.225-3 is included in this solicitation, substitute the following paragraph
	color (3) is included in this solicitation, substitute the following paragraph $color (3)$ (ii) of the basic provision:
	for certifies that the following supplies are Canadian end products or Israeli

end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line	Item	No.		Country	of	Origin

[List as necessary]

- (4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line	Item	No.	Country	οİ	Origin	

[List as necessary]

- (5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--
- (1) [\_] Are, [\_] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) [\_] Have, [\_] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (3) [\_] Are, [\_] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) [\_] Have, [\_] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
  - (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - (ii) Examples.
- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent

tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
  - (1) Listed End Product

Line item No. Listed Countries of Origin

[List as necessary]

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2) (ii) by checking the appropriate block.]
- $[\ ]$  (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- [\_] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-
- (1) [\_] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
  - (2) [\_] Outside the United States.
- (k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
- (1) [\_] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [\_] does [\_] does not certify that-
- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (2) [\_] Certain services as described in FAR 22.1003-4(d)(1). The offeror [\_] does [\_] does not certify that-
- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month)servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
  - (3) If paragraph (k)(1) or (k)(2) of this clause applies-
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (1) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C.7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(2) Mary Jantification Number (MIN)
(3) Taxpayer Identification Number (TIN).
[_] TIN:
[_] TIN has been applied for.
[_] TIN is not required because:
[_] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not
have income effectively connected with the conduct of a trade or business in the United States and
does not have an office or place of business or a fiscal paying agent in the United States;
<pre>[_] Offeror is an agency or instrumentality of a foreign government;</pre>
<pre>[_] Offeror is an agency or instrumentality of the Federal Government;</pre>
(4) Type of organization.
[_] Sole proprietorship;
[_] Partnership;
<pre>[_] Corporate entity (not tax-exempt);</pre>
<pre>[_] Corporate entity (tax-exempt);</pre>
<pre>[_] Government entity (Federal, State, or local);</pre>
[_] Foreign government;
[_] International organization per 26 CFR 1.6049-4;
(5) Common parent.
[ ] Offeror is not owned or controlled by a common parent:
[_] Name and TIN of common parent:
Name

- (m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
- (n) Prohibition on Contracting with Inverted Domestic Corporations-
- (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
  - (2) Representation. The Offeror represents that--
    - (i) It [] is, [] is not an inverted domestic corporation; and
    - (ii) It [] is, [] is not a subsidiary of an inverted domestic corporation.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
- (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (0)(3) of this provision, by submission of its offer, the offeror-
- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).
- (3) The representation and certification requirements of paragraph (0)(2) of this provision do not apply if-
- (i) This solicitation includes a trade agreements certification(e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.
- (p) Ownership or Control of Offeror. (Applies in all solicitations when here is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.
- (1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.
- (2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE	
code:	
Immediate owner legal	
name:	
(Do not use a "doing business as" name)	
Is the immediate owner owned or controlled by another	entity:
[ ] Yes or [ ] No.	

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE

code:

Highest level owner legal

name:

(Do not use a "doing business as" name)

- (q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.
- (1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that -
- (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
  - (2) The Offeror represents that --
- (i) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (ii) It is  $[\ ]$  is not  $[\ ]$  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)
- (1) The Offeror represents that it  $[\ ]$  is or  $[\ ]$  is not a successor to a predecessor that held a Federal contract or grant within the last three years.
- (2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years(if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark "Unknown").

Predecessor	legal	name:	·
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(Do not use a "doing business as" name).

- (t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).
- (1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.
  - (2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].
- (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.
- (ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
- (iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.
- (3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.
- (u)(1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).
- (v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) of Public Law 115-232.
- (1) 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".
- (2) 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.

  (End of provision)

#### K.8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2020)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically
- disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition. Veteran-owned small business concern means a small business concern--
- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
  - (2) The management and daily business operations of which are controlled by one or more veterans. Women-owned small business concern means a small business concern--
- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women. Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.
- (b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541519 .
  - (2) The small business size standard is 30 million
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture (i.e., nonmanufacturer), is 500 employees.
- (c) Representations. (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents as part of its offer that it [square] is, [square] is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--
- (i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--
- (i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

- (6) The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.
- (7) The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.
  - (8) The offeror represents, as part of its offer, that--
- (i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
- (ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:
  \_\_\_\_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (1) Be punished by imposition of fine, imprisonment, or both;
  - (2) Be subject to administrative remedies, including suspension and debarment; and
  - (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

#### K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

- (a) It  $/_/$  has developed and has on file,  $/_/$  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It  $/\_/$  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

# SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

## L.1 INQUIRIES

# **INQUIRIES**

Offerors must submit all questions concerning this solicitation in writing to Lynda.Horton@nist.gov. QUESTIONS MUST BE SUBMITTED IN THE FORMAT FOUND IN SECTION J OF THE RFP IN MS WORD FORMAT.

Questions must be received no later than 15 calendar days after the issuance date of this solicitation. Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

(End of clause)

## **INSTRUCTIONS TO OFFERORS**

#### OVERALL ARRANGEMENT OF PROPOSALS

Proposals shall be submitted electronically, via email to:

Contracting Officer: Keith Bubar, <u>Keith.Bubar@nist.gov</u> Contract Specialist: Lynda Horton, <u>Lynda.Horton@nist.gov</u>

- (a) By submission of an electronic proposal, the offeror must ensure that the submission is readable, in the format specified in the solicitation, and has been verified as free of computer viruses. Prior to any evaluation, the Government will check all files for viruses and ensure that all information is readable. In the event that any files are defective (unreadable), the Government will only evaluate the readable electronic files. Further, if a defective (unreadable) email/attachment renders a significant deficiency in the offeror's proposal, the Government may consider the proposal incomplete and not consider such proposals for further evaluation.
- (b) The offeror must ensure that:
- It has verified that its electronic proposal is readable on the hardware and software
- (2) It has verified that the electronic proposals are free of computer viruses using standard commercial anti-virus software.
- (c) A proposal that fails to conform to the requirements of paragraphs (a) and (b) above may be subject to interception or delay at Governmental electronic communications portals. This interception or delay may result in the proposal being lost, deleted, destroyed, or forwarded in such a manner that the proposal arrives at the target destination past the time and date of the deadline for submission established in the solicitation. In the event that a proposal is lost, deleted, or destroyed due to the offeror's failure to conform to the requirements of paragraphs (a) and (b) above, such proposal will be considered to have never been

delivered to the Government. In the event that a proposal is delayed due to the offeror's failure to conform to the requirements of paragraphs (a) and (b) above, the proposal will be treated as late in accordance with FAR 15.208.

Submission Due Dates. Offers must be received electronically at the addresses given above <u>prior to 12:00 pm EST, December 15, 2020</u>. The offeror shall adhere to the following instructions in preparing its proposal in response to this solicitation. The proposal shall fully comply with all requirements. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION.

All Proposals shall conform to solicitation provisions/clauses and be prepared in accordance with this section. The Proposal shall be clearly and concisely written as well as be neat, indexed (cross-indexed as appropriate) and logically assembled. *Note: The term "indexed" refers to a table of contents that lists sections and page numbers.* In the event that the Offeror is unable to create an indexed Proposal, an alternative approach such as a Table of Contents shall suffice. All pages of the Proposal shall be appropriately numbered. Page limits are provided below for the different sections as appropriate. In all sections of the Offeror's Proposal, the Offeror must use a font size of no smaller than 11-point and must use margins of no smaller than 1 inch on top/bottom/left/right. The Offeror may use a font size no smaller than 8-point font for tables and graphics.

The Technical Proposal shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with a minimum of cross-referencing to other documents in the Proposal.

Cross-referencing within a Proposal volume is permitted where its use would conserve space without impairing clarity. Information required for Proposal evaluation, which is not found in its designated volume or cross-referenced, is assumed omitted from the Proposal.

There shall be no pricing information or labor rates included in the Non-Price/Technical Volumes I or II.

Volume I shall include the responses to Technical Capability, Management Approach, and Past Performance. Volume II shall include the Offeror's response to the Mock Task Order PWS's. The Offeror's Proposal shall be clearly divided into the following distinct sections. Additionally, Volume II, for the Mock Task Order proposals, shall be clearly divided between each Mock Task Order the offeror has proposed on. The below table shows the page limits to which Offerors' submissions must adhere.

Volume	Section	Page limit
I	Base IDIQ Executive Summary  1) Technical Capability  2) Management Approach  3) Past Performance	(30 Pages)
II	Mock Task Orders  1) Technical Approach 2) Key Personnel	(15 pages per proposed mock task order)
III	Business/Pricing Proposal	N/A

Note: The Proposal cover page, executive summary, definitions for acronyms page, Table of Contents, resumes, Schedule of Labor Categories, and completed Past Performance Questionnaires will not count towards the page limits listed above for Volumes I & II. Resumes shall be provided as an attachment to the corresponding volumes (I and II), and each resume shall be limited to three (3) pages in length. Resumes submitted for Volume II (Mock Task Order proposals) shall be clearly labeled as to which Mock Task Order(s) each resume is applicable to. Completed Past Performance Questionnaires shall also be provided as an attachment to Volume I.

# **VOLUME I: NON-PRICE VOLUME – BASE IDIQ**

Volume I of an Offeror's Proposal shall consist of the following sections:

- Technical Capability: The Offeror shall demonstrate its understanding of the requirements of the SOW and demonstrate the Offeror's expertise and ability to perform all of the IDIQ SOW requirements.
- 2) Management Approach: The Offeror's management approach shall demonstrate the Offeror's approach to managing all IDIQ SOW requirements. At a minimum the management approach shall address the following:
  - a. Contract Management Plan: The Offeror shall discuss its plan for managing all aspects of the prime contractor/subcontractor organization to ensure it successfully delivers IT and Database Applications support services as described herein. This discussion shall consist of the following focus areas:
    - a.i. Team Structure/Management: The Offeror shall fully describe the structure of the proposed organization (included major subcontractors/team members), how that organization fits into its overall corporate structure, and the reporting/review relationship with corporate management. The Offeror shall further delineate the responsibilities of each team member, demonstrate clear lines of authority, and the plan for communications among team members and with the Government. The Offeror shall clearly demonstrate how its proposed team will manage the quality, cost and timely completion of task orders issued under the resultant IDIQ contract.
    - a.ii. **IDIQ Contract Program Manager Qualifications**: The Offeror shall provide the resume for and demonstrate the qualifications (*i.e. education, experience*,

accomplishments, and skills) of the Offeror's proposed IDIQ Program Manager (aka "Senior Program Manager) – specifically addressing his/her experience in managing multi-task contracts similar to the requirement described herein in terms of technical and contractual complexity and magnitude. The Offeror shall clearly demonstrate that the proposed IDIQ Program Manager meets or exceeds the minimum qualifications identified within the IDIQ SOW (for the Senior Program Manager position).

- Schedule of IDIO Labor Categories: The Offeror shall provide its proposed Schedule of Labor Categories for the base IDIQ contract. The schedule must include the list of required IDIQ labor categories from the IDIQ SOW, complying with the titles, educational and experience requirements identified in the IDIQ SOW. The Offeror may also propose additional labor categories but must at minimum include the required labor categories as described in the IDIO SOW. Offerors shall not include their proposed labor rates for these labor categories in the Technical Volume. NOTE: The proposed Schedule of IDIQ Labor Categories should NOT be a list of actual proposed candidates (people) for the labor categories. This schedule shall simply be the schedule of labor categories being proposed as available for use under the IDIQ contract throughout the contract's period of performance, including the titles, educational and experience requirements for each labor category. Aside from the IDIO Program Manager being proposed under section (a)(ii) above under this evaluation factor, actual candidates for key personnel positions or labor categories shall only be proposed under Factor C- Mock Task Orders. The Government is NOT requesting the actual names of candidates in this Schedule of Labor Categories.
- b. Recruitment and Retention Plan: The Offeror shall describe the corporate mechanisms applicable to all contractor employees (practices, policies, procedures, and tools) that will be employed by the Offeror to recruit, retain, and replenish (when necessary) a sufficient number of qualified personnel with the requisite knowledge, skills, education, and experience to ensure successful accomplishment of the proposed technical and management approaches throughout the life of the contract, and to ensure a reasonably low turnover rate. At a minimum, the plan shall address recruitment and hiring practices, termination policies and procedures, employee development tools, and compensation policies that would serve to obtain and maintain the personnel resources necessary to successfully perform this requirement.
- Quality Control Plan: At a minimum, the Quality Control Plan shall address the following:
  - c.i. A description of the Offeror's inspection system to cover all services listed within the IDIQ SOW. The description must include specifics as to the items to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the inspectors;
  - c.ii. A description of the methods to be used for identifying and preventing defects in the quality of service performed; and
  - c.iii. A description of the records to be kept to document inspections and corrective or preventive action taken.
- 3) **Past Performance:** Offerors shall submit past performance information in the form of completed *Past Performance Questionnaires*. The term "offeror," as used here refers to the prime

contractor and any of its proposed subcontractors. The attachment to the RFQ titled "Past Performance Questionnaire Template" shall be used, or Offerors may submit official CPARS assessments in place of the questionnaire. Offerors shall have their references complete the questionnaire for previous individual contracts of similar size and scope to this requirement. The Offeror shall then submit the questionnaires (completed by their references) as attachments to the quotation. The Offeror's references shall not submit completed questionnaires directly to the government. The Offeror must submit the questionnaires completed by their references, as attachments to the quotation. However, Offerors may submit official CPARS assessments in place of the Past Performance Questionnaire format.

It is recommended that Offerors provide at least 3 to 5 Past Performance Questionnaires for services similar in size and scope to those of this requirement, for work completed or substantially completed within the last five (5) years. If the Offeror performed as a subcontractor under a given previous effort, the Offeror should also clearly indicate the approximate percentage of work that the Offeror performed under each task/category of effort throughout the course of the contract.

## **VOLUME II: NON-PRICE VOLUME – MOCK TASK ORDERS**

This solicitation includes a total of eight (8) Mock Task Order PWS's. The Government is seeking contractors with capabilities pertinent to all eight of the Mock Task Order PWS's; however, Offerors are only required to propose on a minimum of three (3) of the eight (8) Mock Task Orders as part of their proposal submission. The Government does not intend to and *is not* obligated to award a task order at the time of award of the IDIQ contract(s) or any time during the IDIQ contract Period of Performance as a result of the proposal submissions should it be determined not to be in the best interest of the Government to do so.

The Offeror shall submit a minimum of three (3) Mock Task Order Proposals, of their own choosing, which demonstrate its understanding of each of the chosen task order requirements. Volume II of the proposal shall be clearly divided into separate sections for each Mock Task Order proposal and shall be in order of the numbering sequence used by the Government. Offerors who submit proposals for less than three (3) of the Mock Task Orders will not be considered for award and will not be evaluated further. Each separate Mock Task Order section shall be complete and, at a minimum, the Mock Task Order Proposals shall address the following for each task order:

- 1) Technical Approach: The Offeror shall include its technical approach for completing the requirements of the task order PWS. The technical approach shall demonstrate that the Offeror understands the requirements of the task order PWS and demonstrate the Offeror's expertise and ability to perform the task order PWS requirements. The Offeror shall include a breakdown of its proposed labor mix for the task order, including the proposed level of effort by labor category for each task within the Mock Task Order PWS. However, there shall be no pricing information or labor rates included in the Non-Price/Technical Volume II.
- 2) **Key Personnel**: At a minimum, the Key Personnel subsection shall address the following:
  - a. Resumes of individuals proposed as key personnel. The resumes shall include the names, titles, and a description of the duties for the respective individual. The key personnel working under this task order must meet the minimum contractor qualifications as listed in the task order PWS. Note that candidates proposed as key personnel are expected to be available for performance under a given Mock Task Order, as the Government reserves the right to convert a given Mock Task Order into a real, funded task order.

#### **VOLUME III – BUSINESS VOLUME**

The Offeror shall submit the following as part of Volume III:

## 1) Standard Form (SF) 1449

- a. The SF1449 must be executed fully (e.g. signed and dated) and used as the cover sheet (or first page) of Volume III. The Offeror shall include one (1) original signed copy of the SF1449. All Amendments to the solicitation must be acknowledged on Page 1 of the signed SF1449 or on additional pages immediately following the signed SF1449, if necessary.
- b. The Offeror shall further provide its affirmation that its proposed pricing shall remain valid for at least 180 days from the date of Proposal submission.
- 2) Base Contract Pricing: The Offeror shall propose ceiling, fully burdened hourly labor rates for each of the required labor categories identified in the IDIQ SOW and proposed within the Offeror's Technical Volume, and for any additional labor categories proposed, for the base period and each option period of the anticipated IDIQ contract. The Offeror shall include both onsite and offsite labor rates as specified in the pricing worksheet. If the labor rates for both onsite and offsite are identical, the Offeror shall identify the labor rate in both onsite and offsite sections. Any labor categories proposed in the Offeror's Schedule of IDIQ Labor Categories from the Technical Volume must have fully burdened hourly labor rates proposed for them in the Business Volume. The Offeror shall specifically propose labor rates for each of the IDIQ contract periods. Offerors must provide their proposed Base Contract Pricing in the form of a MS Excel spreadsheet, to be submitted as an attachment to the Offeror's Volume III of the Proposal. Offerors must use the format provided in Attachment 11 (Pricing Worksheet) to the RFP to submit their proposed full burdened hourly labor rates. While the MS Excel spreadsheet submitted by the Offeror will serve as the official listing of its proposed labor rates, Offerors may also provide backup information in Volume III of the Proposal, providing further information on how the proposed rates were developed to help demonstrate that the proposed rates are fair, reasonable, and demonstrate the best pricing available from the Offeror.

The Offeror shall assume for Proposal preparation purposes that any resultant IDIQ contract will commence, tentatively, on February 1, 2021. The following dates are not binding – the actual Period of Performance of the base contract may be different than listed below:

Base Period:February 1, 2021 through January 31, 2022Option Period I:February 1, 2022 through January 31, 2023Option Period II:February 1, 2023 through January 31, 2024Option Period IV:February 1, 2024 through January 31, 2025Option Period IV:February 1, 2025 through January 31, 2026

Offerors must propose labor categories that match the minimum education and experience requirements detailed in the IDIQ SOW. However, since Offerors are required to provide these full descriptions for each of its proposed labor categories in Volume I – Non-Price Volume – Offerors *do not* need to provide the descriptions and minimum qualifications again in Volume III – Business Volume. See Attachment 11 to the RFP for the specific MS Excel format Offerors shall use to submit their Base Contract Pricing.

3) Mock Task Orders Pricing: The Offeror shall provide a firm-fixed price Proposal for a minimum of three (3) proposed Mock Task Orders to complete the work required by the Mock Task Order PWS's. The proposal shall clearly separate and identify the proposals for each of the Mock Task Orders being proposed on. The Proposal shall include sufficient documentation that clearly demonstrates how the proposed firm-fixed price for each Mock Task Order was calculated. The Offeror shall specifically show which labor categories, associated fully burdened hourly labor-rates, and number of hours were used in determining the proposed firm-fixed price. Additionally, the Offeror shall break down its proposed pricing for each proposed Mock Task Order by each task delineated in the Mock Task Order PWS. Offerors must provide their proposed Mock Order Pricing in the form of a MS Excel spreadsheet, to be submitted as an attachment to the Offeror's Volume III of the Proposal. Offerors shall use the format provided in Attachment 11 to the RFP

Offerors shall propose a not-to-exceed (NTE) price for travel costs required to complete each Mock Task Order proposed on. The Mock Task Orders that require travel include the NTE price in the respective PWS, as well as Attachment 11. The Offeror's proposed NTE price for travel costs shall comply with the prices identified in the respective Mock Task Order PWS. The Offeror's total proposed price for each proposed Mock Task Order shall be the sum of the proposed fixed pricing for completion of all tasks in the chosen Mock Task Order PWS's, and the NTE travel costs, as applicable.

Finally, Offerors shall propose a firm fixed price Payment Schedule for each of the proposed Mock Task Orders with payments tied to the acceptance of deliverables. The Payment Schedule shall clearly identify the proposed payments and what deliverable(s) each are tied to. The Payment Schedule shall *not* include the NTE ceiling for travel costs. Proposed Payment Schedules for each Mock Task Order proposal shall be included within the Business Volume III and there is no required format provided by the Government.

Note: Pricing for the Mock Task Orders shall remain valid for the base period of the IDIQ contract.

- L.3 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (MAR 2020) (Reference 52.212-1)
- L.4 52.217-5 EVALUATION OF OPTIONS (JUL 1990)
  (Reference 52.217-5)
- L.5 52.233-2 SERVICE OF PROTEST (SEP 2006) (Reference 52.233-2)
- L.6 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a multiple award IDIQ contract resulting from this solicitation.

(End of Provision)

#### L.7 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of Provision)

# L.8 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

(End of Provision)

# L.9 1352.233-70 AGENCY PROTESTS (APR 2010)

- (a) An agency protest may be filed with either: (1) the contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999)
- (b) Agency protests filed with the Contracting Officer shall be sent to the following address: Keith Bubar

100 Bureau Drive

Building 301

Gaithersburg, MD 20899-1640

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: US Department of Commerce

Office of General Counsel

1401 Constitution Ave NW

Washington, DC 20230

- (d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.
  - (e) Service upon the Contract Law Division shall be made as follows: PAGE 74 OF 79 1333ND20RNB770014

U.S. Department of Commerce
Office of the General Counsel
Chief, Contract Law Division
Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230.
FAX: (202) 482-5858

(End of clause)

## L.10 1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTESTS (APR 2010)

- (a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.
- (b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.
- (c) Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce Office of the General Counsel Chief, Contract Law Division Room 5893 Herbert C. Hoover Building 14th Street and Constitution Avenue, N.W. Washington, D.C. 20230. FAX: (202) 482-5858

(End of clause)

#### **EVALUATION FACTORS**

The Government intends to use a price/non-price tradeoff process to award a multiple award Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract to the responsible Offeror(s) whose Proposals represent the best value to the Government. The Government intends to award approximately 3 IDIQ Contracts resulting from this solicitation. However, the Government reserves the right to award more or less contracts if determined to be in the best interests of the Government based on evaluation of the Proposals received. This includes the right to issue a single award if determined to be in the best interests of the Government based on evaluation of the Proposals received. The Government reserves the right to make an award to other than the lowest-cost/priced Offeror(s) or to the Offeror(s) with the highest technical rating if the Contracting Officer determines that doing so would result in the best value to the Government. The Contracting Officer intends to award without requesting revised Proposals, but reserves the right to request revised Proposals, if necessary.

Upon receipt of Proposals, the Contracting Officer will review them to determine if each Offeror followed all of the Proposal preparation/submission instructions in this solicitation. A Proposal that did not follow the Proposal submission instructions to an extent that the Government cannot properly evaluate the Proposal in accordance with the stated evaluation factors may be deemed unacceptable and may not be further evaluated. Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically high or low in terms of price, may be deemed to be reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work and may be grounds for rejection of the Proposal as being technically unacceptable.

The following factors shall be used to evaluate offers:

FACTOR A – TECHNICAL CAPABILITY FACTOR B – MANAGEMENT APPROACH FACTOR C – MOCK TASK ORDERS FACTOR D – PAST PERFORMANCE FACTOR E – PRICE

In determining best value, non-price factors A through D, when combined, shall be more important than price.

The Non-Price factors A and B are considered the most important factors and are equal in importance. Factors C and D are equal in importance to each other, but are less important than factors A and B.

This solicitation includes the PWS's for eight (8) *Mock Task Orders* under the IDIQ contract. As stated above, NIST intends on awarding multiple IDIQ contracts, pending the evaluation of Proposals. NIST does not intend to make an award for the Mock Task Orders. However, NIST reserves the right to convert any of the Mock Task Orders into an actual task order award based on the evaluation of proposals received.

## FACTOR A - TECHNICAL CAPABILITY

The Government will evaluate the Offeror's overall technical understanding of the base IDIQ Statement of Work (SOW); and the extent to which the Offeror has demonstrated the technical expertise and ability to perform all the requirements of the SOW.

## FACTOR B - MANAGEMENT APPROACH

The Government will evaluate the Offeror's proposed management approach to assess the Offeror's ability to successfully manage all task orders that may be issued under this contract. The Government's evaluation of the Offeror's management approach will consider the following aspects, which are not explicit subfactors:

- Contract Management Plan: The Government will evaluate the Offeror's contract management plan to assess the extent to which the Offeror will successfully manage the quality, cost, and timely completion of each task order and the extent to which the Offeror demonstrates the ability to successfully perform the contract. This includes an evaluation of the Offeror's proposed Key Personnel for the base IDIQ contract the IDIQ Program Manager (a.k.a. "Senior Program Manager") on the extent to which the candidate meets or exceeds the minimum qualifications identified for this labor category in the IDIQ Statement of Work. This also includes an evaluation of whether the Offeror's proposed Schedule of IDIQ Labor Categories includes each of the required IDIQ labor categories identified in the IDIQ SOW, complete with the required education and experience requirements. Failure to propose the required Schedule of IDIQ Labor Categories, including at minimum each of the required IDIQ labor categories identified in the IDIQ SOW (complete with the required education and experience requirements) will be considered a deficiency of the proposal.
- Recruitment and Retention Plan: The Government will evaluate the Offeror's ability and plan
  to recruit and retain appropriately qualified personnel to successfully accomplish the
  requirements detailed in the IDIQ SOW, while maintaining a reasonably low turnover rate.
- Quality Control Plan: The Government will evaluate the Offeror's proposed Quality Control
  Plan to assess the extent to which it demonstrates a feasible plan to control quality of deliverables
  and services.

#### FACTOR C - MOCK TASK ORDERS

Offerors are only required to submit a proposal for at least three (3) of the Mock Task Orders, but the Government will evaluate all Mock Task Order proposals submitted by the Offeror. The Government will not consider an offeror for award, and it will not be evaluated further, if the offeror submits a proposal for less than three (3) of the Mock Task Orders. The Government is seeking contractors with capabilities in all of the Mock Task Orders. Thus, the Government will give favorable consideration to Offerors who are evaluated favorably pursuant to the below on all or as close to all of the Mock Task Order PWS's as possible. However, offerors need not demonstrate capabilities in all Mock Task Order PWS's in order to be considered for award. The Government will consider the following with regards to each of the Mock Task Order PWS's included in the RFP that the offeror has submitted a proposal for. The following are not considered explicit subfactors and are considered to be of equal importance within this evaluation factor.

- 1) Technical Approach: The Government will evaluate the Offeror's overall technical understanding of the PWS; the soundness and feasibility of the proposed technical approach to fulfill the requirements of the PWS, including the proposed labor mix and level of effort for the task order; and the extent to which the Offeror has demonstrated the technical expertise and ability to perform the requirements of the PWS.
- 2) Key Personnel: The Government will evaluate the degree to which the Offeror has proposed Key Personnel that meet or exceed the "minimum qualifications" as detailed in the PWS, and the degree to which they possess the qualifications to perform their proposed duties under the requirement.

#### FACTOR D - PAST PERFORMANCE

The evaluation of past performance information will consider the extent to which the Offeror's past performance demonstrates the capability and capacity to provide high quality services within the scope of the IDIQ contract. The term "Offeror" here is defined as the prime contractor and any of its primary subcontractors. The Government may evaluate Past Performance Information Questionnaires that are submitted, and any past performance information that the Offeror provides in its technical Proposal. The Government may also use data obtained from other sources. The Government will consider the relevance of the Offeror's previous contracts to the subject requirement, and the Offeror's performance on the previous contracts completed or substantially completed within the last five years. Offerors without a record of relevant past performance or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on Past Performance, and will be assigned a Neutral rating. The Past Performance Information Questionnaire can be found as an attachment to the solicitation.

# FACTOR E – PRICE

## **Base Contract**

The Government will evaluate whether the proposed ceiling fully burdened hourly rates, both onsite and offsite, for the *required* IDIQ labor categories are fair and reasonable in relation to the solicitation requirements and consistent with the Offeror's proposed Technical Capability.

## Mock Task Order

The Government will evaluate the pricing information for each of the Mock Task Orders proposed on by the Offeror to determine the extent to which the pricing is fair and reasonable. The Government will also consider the extent to which the Offeror has proposed a feasible payment schedule for the mock task orders.

The Government will not consider an offeror for award if the offeror submits a proposal for less than three (3) of the Mock Task Orders.

# M.2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of Provision)