

Please see end of document for “helpful hints.”



Prospective Offerors:
Page 2

responses are in the most viable group and subsequent submission of the second phase information are shown in the schedule in Section L.3.

In order to provide timely responses to any inquiries, comments and/or questions pertaining to the second phase are due by September 26, 2003 at 3:00 P.M. EST. Please forward inquiries, comments and/or questions via e-mail to ROrtega@doc.gov. Answers to the inquiries and questions will be

provided at the COMMITS website at <http://www.commits.doc.gov>. OFFERORS ARE CAUTIONED TO CONTACT ONLY THE CONTRACTING OFFICER CONCERNING THIS ACQUISITION.

Offerors shall submit responsive offers IAW Section L. Please prepare your formal proposal strictly in accordance with these instructions. Failure to prepare your proposal in accordance with these instructions may result in the rejection of your proposal. To be considered for award, you must submit a responsive offer to the address listed below by October 17, 2003, 3:00 p.m. EST. If you are mailing your proposal, it must be received by October 17, 2003, 3:00 p.m. EST. If proposals are hand-carried or sent by courier service, it must arrive by October 17, 2003, 3:00 p.m. EST.

All information shall be mailed to:

U. S. Department of Commerce
Ronald O. Ortega
Contracting Officer
Room 6520
1401 Constitution Ave., N.W.
Washington, DC 20230

Information that is hand-carried or sent by courier service, will be required to deliver packages to:

U. S. Department of Commerce
1401 Constitution Ave, N.W. (Use 15th Street Entrance)
Office of Security/Courier Service Center/Room 1874
Washington, DC 20230

Please be advised that the Government expects that numerous responses/proposals will be received as a result of this solicitation. Therefore, your attention is directed to the solicitation provision FAR Clause 52.215-10, "Late Submissions, Modifications and Withdrawals of Proposals." Offers must be marked clearly with the Solicitation Number and the date and time established for receipt of proposals on the outside of the package(s).

Prospective Offerors:
Page 3

The Government is planning a pre-proposal conference during which potential contractors may obtain a better understanding of the work required. The pre-proposal conference is scheduled for August 18 & 19, 2003. Interested vendors are invited to attend on one of the two dates. Your attention is directed to solicitation Section L.8.

Your interest in the Department of Commerce's acquisition is appreciated.

Sincerely,

Tina Burnette

Program Manager and Head of Contracting
Office Commerce Information Technology
Solutions

Enclosure

“Advisory Down-Select” Technical Questions

1. Provide a summary of your experience in moving software design projects through the entire system life cycle, highlighting the production to operations and maintenance phases. Describe the challenges and lessons learned from your experience providing design integrity for projects where migration of data from legacy systems was involved.
2. Describe experience which demonstrates an understanding of weather satellites (e.g., AWIPS) or other relevant Hydrologic/Meteorology software development activities. Describe your relevant experience in providing programmers in a scientific environment.
3. Describe your Operating Systems experience, particularly Windows, UNIX, Linux, and Sun server/workstation environments and use of X-windows to assist in development processes; describe relevant experiences in enterprise email systems and software related to customer relationship management. Describe your experience in providing help desk support for these systems.
4. Describe your experience in implementing a Network Operating Center (NOC). Describe NOC experiences that demonstrate responsiveness in troubleshooting and resolving operational problems related to large-scale networks.
5. Describe the largest telecommunications data infrastructure system that you have directly managed; list node size. Describe your experience, including software and hardware tools for communications network installation; integration; monitoring; troubleshooting; and maintenance, i.e., CISCO, HPOpenview, Sniffer, Compass, Visio, and CADI.
6. Detail your experience in firewall design, implementation, and maintenance.
 - a. Describe your experience in Intrusion Detection Systems (IDS).
 - b. Describe your experience in developing and implementing complex firewall rules and IDS signatures.
 - c. List your IT Security certifications.
7. Describe your experience in change management procedures and how you applied these processes in prior projects. Explain how your organization would handle quality assurance. Are you ISO9000 certified?
8. Discuss relevant corporate experience in the evaluation of IT security policy documentation and the production of policy recommendations for U.S. Government organizations. Emphasis should be placed on the production of top-level policy documents, the identification of inconsistencies between lower-level policy documents and over-arching regulatory requirements, and the identification of organization-specific policy requirements.
9. Provide an overview of your experience in the review of management procedures and controls and an organization's operational compliance with published policy or guidance documents. Provide specific examples where you have analyzed an organization's compliance with published policy and guidance documents.
10. Describe recent experience, which demonstrates responsiveness in providing the services of a Computer Incident Response Team (CIRT) for [similar organizations]. Address specifically how you have responded to a diverse range of computer incidents, the forensics analysis methods you have used, and procedures you have used in returning Information Technology (IT) systems to service following significant incidents or attacks.

SOLICITATION, OFFER AND AWARD		1. This Contract is a Rated Order Under DPAS (15 CFR 350)		Rating	Page 1 of pages	
2. Contract No.		3. Solicitation No. CM1301-03-RP-0019		4. Solicitation Type <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)	5. Date Issued 08/18/2003	6. Requisition/Purchase No. AAAA7116300025
7. Issued By US Department of Commerce CAS, Commerce IT Solutions Branch 1401 Constitution Ave. NW Room 6521 Washington, DC 20230			8. Address Offer To (If other than item 7) Code cm1301			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION	
9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried in the depository located in until 12:00 PM (hour) local time (date) CAUTION – LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.	
10. For Information Call:	A. Name Ronald O. Ortega roo B. Telephone No. (include area code) (NO COLLECT CALLS) 202-482-2885

11. TABLE OF CONTENTS							
(x)	Sec	Description	Page(s)	(x)	Sec	Description	Page(s)
Part I – The Schedule				Part II – Contract Clauses			
	A	Solicitation/Contract Form			I	Contract Clauses	
	B	Supplies or Services and Prices/Costs		Part III – List of Documents, Exhibits and Other Attachments			
	C	Description/Specs./Work Statement			J	List of Attachments	
	D	Packaging and Marking		Part IV – Representations and Instructions			
	E	Inspection and Acceptance			K	Representations, Certifications and Other Statements of Offerors	
	F	Deliveries or Performance					
	G	Contract Administration Data			L	Instr., Conds., and Notices to Offerors	
	H	Special Contract Requirements			M	Evaluation Factors for Award	

OFFER (Must be fully completed by offeror)				
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.				
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.				
13. Discount for Prompt Payment (See Section I, Clause No. 52.232-8)	10 Calendar Days %	20 Calendar Days %	30 Calendar Days %	_____ Calendar Days %
14. Acknowledgment of Amendments The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.	Amendment No.	Date	Amendment No.	Date
15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or print)	
15B. Telephone No. (Include area code)	15C. Check if Remittance Address is difference from above. Enter such address in Schedule.		17. Signature	18. Offer Date

AWARD (To be completed by Government)					
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation	
22. Authority for Using Other Than Full and Open Competition: <input type="checkbox"/> 10 U.S.C. 2304 (c)() <input type="checkbox"/> 41 U.S.C. 253 (c)()			23. Submit Invoices to Address Shown in (4 copies unless otherwise specified)		
24. Administered By (If other than Item 7) Code			Payment Will be Made By Code		
26. Name of Contracting Officer (Type or print)			27. United States of America (Signature of Contracting Officer)		28. Award Date

IMPORTANT – Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

PART 1 – THE SCHEDULE

SECTION B – GENERAL DESCRIPTION AND PRICE SCHEDULE

B.1 PROGRAM OBJECTIVE

The COMMERCE Information Technology Solutions Next Generation (COMMITTS NexGen) program is an indefinite delivery, indefinite quantity (ID/IQ) task order contract designed to provide the Federal Government with Information Technology (IT) solutions. The objective of the COMMITTS NexGen program is to become the Government-wide Agency Contract (GWAC) vehicle of choice for Federal Government to meet its demand for high-quality competitive Information Technology (IT) solutions from a pool of exceptionally qualified, high quality small, small disadvantaged, small 8(a), small women-owned, small veteran-owned, service disabled veteran-owned, and small HUBZone businesses.

B.2 WORK ESTIMATES & ROLES

The COMMITTS program office does not have projects designated for COMMITTS NexGen program and they are not guaranteed to be forthcoming. The COMMITTS NexGen GWAC will provide agencies a low risk alternative of placing task orders with small businesses. However, agencies/potential clients of these contracts will make their own decisions on the benefits of utilizing COMMITTS NexGen pool of small businesses in this program for IT requirements. The requirements may range from simple to highly complex. At this time the breakdown of contract types for task orders issued under COMMITTS NexGen is unknown, as is the location of work and the breakdown of Government site and Contractor site work. Additionally, there is uncertainty regarding the amount of supplies, travel and other direct costs that will be required.

The Department will be obligated to partners only for services, items and quantities specified in a valid task order under an awarded contract or, in the event of no order issuance for the minimum established.

B.3 CAR 1352.216-70 CONTRACT TYPE (MAR 2000)

This multiple award Indefinite Delivery-Indefinite Quantity (IDIQ) contract provides for Firm Fixed Price, Cost Plus Fixed Fee, Cost Plus Award Fee, Labor Hours; Time-and-Materials; and Fixed Price Award Fee; Firm-Fixed-Price Level –of-Effort term, type task orders with options in task order awards. The contract provides for a base ordering period from contract award through December 31, 2004, four one-year options for awarding task orders, and five one-year options for completing task order performance.

B.4 CAR 1352.216-72 Minimum and Maximum Contract Amounts (MAR 2000)

During the period specified in the Ordering Clause (FAR 52.216-18), the Government shall place orders totaling a minimum of \$150.00. The amount of all orders shall not exceed \$8,000,000,000.00.

B.5 FULFILLING MINIMUM ORDERING REQUIREMENTS

The Government has no obligation to issue task orders to the Contractor beyond the minimum amount specified above (\$150.00). While the awarded contractors will receive the minimum, it is intended that the contractors will compete for that amount under the contract's fair opportunity procedures. If at the end of the contract, which includes exercise of all options, a contractor has not been awarded a task order(s) of at least \$150.00 in total value, the COMMITS program office will direct awards to meet the contractual obligation. Once the contractor has received task orders valued at the minimum, the Contractor will continue to have the opportunity to be issued task order(s) under the COMMITS contract unless notified by the COMMITS CO in accordance with Clause G.11. The exercise of an option does not re-establish the contract minimum.

The specific solution including services, products, quantities, and performance metrics will be identified by the contractors proposal and incorporated into each delivery order.

The maximum cumulative dollar amount that may potentially be awarded, to all contractors combined, under COMMITS is \$8,000,000,000.

SECTION C – DESCRIPTION/SPECIFICATIONS

C.1 BACKGROUND

The principal goal of the Commerce Information Technology Solutions Next Generation (COMMITTS NexGen) program is to continue the momentum established by the COMMITTS predecessor. COMMITTS NexGen will provide an attractive alternative GWAC vehicle that allows small businesses to change the way Government IT problems are solved. The GWAC is established under the explicit statutory authority of the Clinger-Cohen legislation, to provide a pool of exceptionally qualified, high quality small, small disadvantaged, small 8(a), small women-owned, small veteran-owned, and service disabled veteran-owned, and small HUBZone businesses. These partners then deliver information technology solutions to the Department of Commerce and other Federal agencies through a performance based, streamlined method of acquisition.

In accordance with FAR 16.5, the Department intends to award multiple indefinite delivery, indefinite quantity (ID/IQ) contracts to a pool of industry partners.

The contracts will have a five-year task ordering period within a 10-year performance period. Performance under each task order will not exceed a 10-year period. While no pre-set number of contracts is established, the goal is to award a reasonable number considering such factors as:

- maintaining sufficient number of partners to ensure adequate competition for issuing task orders throughout COMMITTS NexGen task ordering period;
- avoiding unnecessary and burdensome contract administration; and,
- ensuring that winning partners have the opportunity to receive a meaningful level of task order work.

The COMMITTS NexGen contract program is a true solutions-based vehicle. Under this structure the contracts contain neither fixed labor rates nor categories, nor do they contain pre-established line items. The COMMITTS NexGen solution approach does not limit the partners to predefined contract line items. For each fair-opportunity task order competition, the COMMITTS NexGen partners are free to identify and propose the best solution, with the focus on results. Unless exempted (see FAR 16.505(b)(2)), each task order will be competed under the COMMITTS fair opportunity competitive procedures (see attachment J – 1). The COMMITTS Fair Opportunity competitive procedures will maintain an ongoing competitive environment throughout the life of the contracts. Free from the constraints of prescribed CLINS and products, the solution-based structure will significantly improve each contractor's ability to craft innovative and state-of-the-art solutions.

C.2 SCOPE

COMMITTS NexGen is a broad "solutions" based vehicle. The contract scope includes all products and services necessary to meet the requesting activity's requirement. COMMITTS NexGen contracts are available to both the Department and other government agencies and provide a pool of high quality talent from which to acquire information technology services and solutions. Work may be performed at headquarters and/or field offices located throughout the United States and abroad.

This procurement is set-aside for small businesses qualified under numerous North American Industrial Classification System (NAICS) codes. A description of these NAICS codes is provided in Section C.4. The use of multiple NAICS codes at different levels allows the program to support a wide variety of IT requirements on a task order basis. The use of multiple NAICS codes result in multiple size standards which includes: \$6 million, \$12.5 million, \$21 million, 500 employees, and 1500 employees.

The COMMITS NexGen will use a three-tier process for task order competition. As described in the chart below, the ordering methodology will utilize a three tier process for task order competition. Partners who certified at \$6 million or \$12.5 million size standards will be allowed to compete on task orders with a life cycle value of equal to or less than \$5 million (Tier I). Partners who certified at \$21 million or 500 employees will be allowed to compete on task orders with a life cycle value between \$5 million and \$70 million (Tier II). Partners who certified at 1500 employees will only be allowed to compete on task orders with a life cycle value of more than \$70 million (Tier III).

ORDERING METHODOLOGY		
TIER	TASK ORDER LIFE-CYCLE VALUE	SIZE STANDARD
I	Equal to or less than \$5M	\$6M - \$12.5M
II	Between \$5M and \$70M	\$21M - 500 Employees
III	More than \$70M	1500 Employees

C.3 REQUIREMENTS

The requirements contained herein are intended to outline the general requirements required under COMMITS NexGen. The Contractor shall furnish the necessary means and methods (including, but not limited to personnel, material, services, supervision, documentation, transportation, shipping, tools, training, facilities, and in accordance with government/departmental/industry standards) required to meet requirements of this Contract and individual task orders.

C.3.1 Wired Telecommunications Carriers

The contractor shall provide services that entail: (1) operating and maintaining switching and transmission facilities to provide point-to-point communications via landlines, microwave, or a combination of landlines and satellite linkups or (2) furnishing telegraph and other non-vocal communications using their own facilities.

C.3.2 Paging

The contractor shall provide operating paging networks, to include maintaining equipment used to receive signals.

C.3.3 Cellular and Other Wireless Telecommunications

The contractor shall provide cellular telecommunications services and other wireless telecommunications networks (except paging).

C.3.4 Telecommunications Resellers

The contractor shall provide access and network capacity from owners and operators of the networks and reselling wired and wireless telecommunications services (except satellite) to businesses and households.

C.3.5 Internet Publishing and Broadcasting

The contractor shall provide publishing and/or broadcasting content on the Internet exclusively, to include textual, audio, and/or video content of general or specific interest on the Internet. The contractor shall not provide traditional (non-Internet) versions of the content that it's publish or broadcast.

C.3.6 Internet Service Providers

The contractor shall provide clients access to the Internet and generally provide related services such as web hosting, web page designing, and hardware or software consulting related to Internet connectivity. Contractor may provide local, regional, or national coverage for clients or provide backbone services (except telecommunications carriers) for other Internet service providers. Internet service providers have the equipment and telecommunication network access required for a point-of-presence on the Internet.

C.3.7 Data Processing, Hosting, and Related Services

The contractor shall provide infrastructure for hosting or data processing services. These establishments may provide specialized hosting activities, such as web hosting, streaming services or application hosting, provide application service provisioning, or may provide general time-share mainframe facilities to clients. Data processing establishments provide complete processing and specialized reports from data supplied by clients or provide automated data processing and data entry services.

C.3.8 Custom Computer Programming Services

The contractor shall provide computer programming services, to include writing, modifying, testing, and supporting software.

C.3.9 Computer Systems Design Services

The contractor shall plan and design computer systems that integrate computer hardware, software, and communication technologies. The hardware and software components of the system may be provided by this establishment or company as part of integrated services or may be provided by third parties or vendors. These establishments often install the system and train and support users of the system.

C.3.10 Computer Facilities Management Services

The contractor shall provide on-site management and operation of clients' computer systems and/or data processing facilities. This may include the establishment of

computer systems or data processing facilities support services. This service may include maintaining a centralized technical assistance service that supports problem resolution and distributes general information concerning office automation.

C.3.11 Other Computer Related Services

The contractor shall provide computer related services (except custom programming, systems integration design, and facilities management services). This may include computer disaster recovery services, software installation services and a full range of information systems security support solutions.

C.3.12 Satellite Telecommunications

The contractor shall provide point-to-point telecommunications services to other establishments in the telecommunications and broadcasting industries by forwarding and receiving communications signals via a system of satellites or reselling satellite telecommunications.

C.3.13 Cable and Other Program Distribution

The contractor shall support third-party distribution systems for broadcast programming. The contractor shall deliver visual, aural, or textual programming received from cable networks, local television stations, or radio networks to consumers via cable or direct-to-home satellite systems on a subscription or fee basis.

C.3.14 Other Telecommunications

The contractor shall provide specialized telecommunications applications, such as satellite tracking, communications telemetry, and radar station operations; or provide satellite terminal stations and associated facilities operationally connected with one or more terrestrial communications systems and capable of transmitting telecommunications to or receiving telecommunications from satellite systems.

C.3.15 Web Search Portals

The contractor shall provide web search portals. This includes operating web sites that use a search engine to generate and maintain extensive databases of Internet addresses and content in an easily searchable format. Web search portals often provide additional Internet services, such as e-mail, connections to other web sites, auctions, news, and other limited content, and serve as a home base for Internet users.

C.3.16 Libraries and Archives

The contractor shall provide library or archive services, to include maintaining collections of documents (e.g., books, journals, newspapers, and music) and facilitating the use of such documents (recorded information regardless of its physical form and characteristics) as are required to meet the informational, research, educational, or recreational needs of their user. It may also include acquiring, researching, storing, preserving, and generally making accessible to the public historical documents, photographs, maps, audio material, audiovisual material, and other archival material of historical interest, electronically.

C.3.17 All Other Information Services

The contractor shall provide other information services (except news syndicates and libraries and archives).

C.3.18 Other Scientific and Technical Consulting Services

The contractor shall provide advice and assistance to businesses and other organizations on scientific and technical issues (except environmental).

C.3.19 All Other Professional, Scientific and Technical Services

The contract shall provide professional, scientific, or technical services (except legal services; accounting, tax preparation, bookkeeping, and related services; architectural, engineering, and related services; specialized design services; computer systems design and related services; management, scientific, and technical consulting services; scientific research and development services; advertising and related services; market research and public opinion polling; photographic services; translation and interpretation services; and veterinary services).

C.4 GOVERNMENT FURNISHED PROPERTY

Government furnished property will be addressed under each individual task order.

SECTION D - PACKAGING AND MARKING

D.1 GENERAL

Section D applies when a task order includes the shipment of supplies. Each task order shall contain any packing or marking information unique to that requirement. At a minimum, unless otherwise specified by an individual Task Order, the following paragraphs shall be applicable to all Task Orders issued under this Contract.

D.2 FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>
52.247-29 F.O.B Origin		JUN 1988
52.247-24 F.O.B. Destination		NOV 1991
52.247-62 Specific Quantities		APR 1984

D.3 F.O.B. POINT

All items shall be shipped F.O.B. destination with all shipping and transportation costs prepaid. Packing, marking and storage costs shall not be billed to the Government unless specifically authorized in a valid order.

D.4 PACKAGING

The Contractor shall ensure that all items are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

D.4.1 CAR 1352.247-70 Packing for Domestic Shipment (March 2000)

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification rules, or regulations of other carriers as applicable to the mode of transportation.

D.4.2 CAR 1352.247-71 Packing for Overseas Shipment (March 2000)

Supplies shall be packed for overseas shipment in accordance with the best commercial export practice suitable for transport to arrive undamaged at ultimate destination.

D.5 CAR 1352.247-72 Marking Deliverables (March 2000)

The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract, except for reports.

Mark deliverables, except for reports, for:

- a. NAME OF CONTRACTOR;
- b. CONTRACT NUMBER;
- c. TASK ORDER NUMBER;
- d. DESCRIPTION OF ITEMS CONTAINED THEREIN;

(End of Section D)

SECTION E – INSPECTION AND ACCEPTANCE

E.1 GENERAL

At a minimum, the following paragraphs shall be applicable to all Task Orders issued under this Contract, unless otherwise specified by an individual Task Order. Additional inspection and acceptance requirements may be specified in each Task Order (TO).

E.2 FAR 52.252-2 CONTRACT CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This Contract incorporates the following Federal Acquisition Regulation (FAR) 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 on the internet at <http://www.ARNet.gov/far>.

<u>CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>
52.246-02	INSPECTION OF SUPPLIES - FIXED PRICE	AUG 1996
52.246-03	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	JAN 2001
52.246-04	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996
52.246-05	INSPECTION OF SERVICES - COST REIMBURSEMENT	APR 1984
52.246-06	INSPECTION - TIME-AND-MATERIAL AND LABOR HOUR	JAN 2001
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.3 CONTRACTOR RESPONSIBILITIES ASSOCIATED WITH INSPECTION, TESTING AND ACCEPTANCE OF CONTRACTOR PROVIDED PRODUCTS AND SERVICES

The Contractor is responsible for completion, verification, confirmation and communication to the Government of all inspections and tests results necessary to substantiate that the products and services furnished under task orders conform to the contract and task order requirements. Receipt isn't complete and Government testing, inspection and acceptance need not begin until after the Contractor has fulfilled the aforementioned responsibilities.

E.4 CAR 1352.246-70 INSPECTION AND ACCEPTANCE (MAR 2000)

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.
- b. Inspection and acceptance will be stipulated on each individual Task Order.

(End of Section E)

SECTION F – DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This Contract incorporates the following clauses, by reference, with the same force and effect as if it 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 on the internet at <http://www.ARNet.gov/far>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
52.211-08	Time of Delivery	JUN 1997
52.211-08	Time of Delivery (JUN 1997) Alternate 1	APR 1984
52.211-08	Time of Delivery (JUN 1997) Alternate 11	APR 1984
52.211-08	Time of Delivery (JUN 1997) Alternate 111	APR 1984
52.211-09	Desired and Required Time of Delivery	JUN 1997
52.211-09	Desired and Required Time of Delivery (JUN 1997) Alternate 1	APR 1984
52.211-09	Desired and Required Time of Delivery (JUN 1997) Alternate 11	APR 1984
52.211-09	Desired and Required Time of Delivery (JUN 1997) Alternate 111	APR 1984
52.211-16	Variation in Quantity	APR 1984
52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order - Alternate I	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-34	F.o.b. Destination	NOV 1991

F.2 CAR 1352.215-70 Period of Performance (MAR 2000)

- a. The period of performance of this contract is from contract award through December 2004. 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:

Option Periods

Period	Start Date	End Date
Option I	January 1, 2005	December 31, 2005
Option II	January 1, 2006	December 31, 2006
Option III	January 1, 2007	December 31, 2007
Option IV	January 1, 2008	December 31, 2008
Option V	January 1, 2009	December 31, 2009
Option VI	January 1, 2010	December 31, 2010
Option VII	January 1, 2011	December 31, 2011
Option VIII	January 1, 2012	December 31, 2012
Option IX	January 1, 2013	December 31, 2013

- c. No new task orders will be issued after December 31, 2009 or if the cumulative amount of orders set out in Section B.4 has been met, whichever comes first;

Task orders issued during the base or option performance periods may contain options. In no event, shall option periods within any task order extend beyond December 31, 2013;

Task order option periods are subject to the exercise of the contract option periods;

Options that may extend the contract beyond December 31, 2008, shall be exercised solely for the purpose of the exercise of task order options; and

The maximum duration of any task order performance period shall not be beyond December 31, 2013.

(End of Section F)

SECTION G – DELIVERIES OR PERFORMANCE

G.1 GENERAL

At a minimum, the following paragraphs shall be applicable to all Task Orders issued under this Contract unless otherwise specified by an individual Task Order. Additional contract administration data may be specified in each Task Order.

G.2 COMMITS NEXGEN CONTRACTING OFFICER

Department of Commerce
Office of Acquisition Management
Commerce IT Solutions
Attn: Ronald O. Ortega
1401 Constitution Ave, NW
Washington, DC 20230

Phone: (202) 482-2885
E-mail: ROrtega@doc.gov
Fax: (202) 501-8122

G.3 CAR 1352.201-70 Contracting Officer's Authority (March 2000)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(End of Clause)

G.4 RESPONSIBILITY FOR CONTRACT ADMINISTRATION

The COMMITTS NexGen Contracting Officer (CO), has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, and requirements. The CO may delegate certain other responsibilities to authorized representatives or Contracting Officer Technical Representative (COTR).

Use of electronic mail between the Government and contractor is an acceptable means of communicating under this contract. Any direction/issues directed via electronic communication that will have any impact on management of this contract will be confirmed in writing.

COTRs shall be appointed in each TO issued under this contract. The appointment will be effective until the TO is completed or a written, or electronic, notice of termination is received from the CO responsible for the TO, whichever occurs first. Changes to the COTR may be made by the CO via electronic mail direction or by TO modification (changes directed by electronic mail will be confirmed in the next subsequent modification as applicable).

The COTR has the authority to monitor the technical progress of the services that are required to be delivered under the TO. This includes visits to the place of performance, meetings and telephone conversations with your personnel, inspection, acceptance, or rejection of the contracted items and other duties that may be authorized by the CO.

The COTR cannot authorize or order the cessation of contract work nor delete, change, or waive any of the technical requirements or other terms and conditions of the TO. Should the Contractor desire a change (monetary or otherwise) to the TO, you must submit a written request to the CO for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations. Whenever a difference of opinion between the Contractor and the COTR occurs, the Contractor shall notify the CO or the contract administrator/specialist immediately for resolution.

The COMMITTS NexGen CO may delegate authority on an individual or class basis to issue TOs under this contract to Department of Commerce entities or other Government agencies. These TOs must be signed by a warranted Contracting Officer of a Government activity who may assign a COTR and delegate certain administrative responsibilities to the COTR to assist in the administration of individual TOs. However, COs do not have authority to obligate a Government activity other than the Government activity in which that CO works.

The Contractor is not allowed to accept or perform under TOs issued by other than the COMMITTS NexGen CO without evidence of approved delegation of authority. This delegation will be signed by a COMMITTS NexGen CO and at a minimum contain a delegation number, identification of the requesting Government Activity procurement office and contracting officer, expiration period (if any) of the delegation, designation as an individual or class delegation, an estimated amount, a description of services and period of performance, and any special conditions of the delegation. The Contractor must provide a copy of each TO resulting from such a delegation to the COMMITTS CO or their designated representative within five 5 calendar days of acceptance of the TO.

G.5 CAR 1352.201-71 Contracting Officer's Technical Representative (COTR) (March 2000)

a. _____ is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

 Phone Number: _____

b. The responsibilities and limitations of the COTR are as follows:

(1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

(2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for the COTR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

(End of Clause)

G.6 CAR 1352.216-76 Placement of Orders (March 2000)

The Contractor shall provide services under this Contract only as directed in Task Orders. In accordance with FAR 16.505, each order will include:

- (i) Date of order.
- (ii) Contract number and order number.
- (iii) Item number and description, quantity, and unit price or estimated cost or fee.
- (iv) Delivery or performance date.
- (v) Place of delivery or performance (including consignee).
- (vi) Packaging, packing, and shipping instructions, if any.
- (vii) Accounting and appropriation data.
- (viii) Method of payment and payment office, if not specified in the contract.
- (ix) Any other pertinent information.

(End of Clause)

G.7 BILLING INSTRUCTIONS

Invoices shall contain the information required by FAR 52.232-25, Prompt Payment, including the **contract number, task order number, and applicable line item numbers**. Invoices for cost type task orders also shall contain the following:

- 1. All direct labor charges substantiated by hours and dollars incurred by labor category. Straight-time and premium labor charges shall be substantiated separately.
- 2. All other direct costs (if any) substantiated at the same level as originally proposed.

3. All subcontract costs (if any) substantiated by cost category at the same level of detail as prime costs.
4. All indirect costs based on application of the indirect billing rates applied to the applicable cost bases.
5. All charges for Fixed Fee. Subject to the withholding provisions of the contract clause entitled, "Fixed Fee" incorporated in Section I of the contract, the fixed fee specified above shall be paid in installments at the time of each payment for allowable costs, the amount of each installment being determined by applying to the amount payable as allowable cost a percentage reflecting the ratio of total fixed fee to total estimated cost.
6. Cumulative value to date of all billings against the applicable task order.

Invoices for cost type task orders shall be submitted no more than every two weeks. A minimum amount of \$500 per invoice is required, unless the invoice is a final invoice. There shall be a lapse of no more than sixty (60) days between time of performance and submission of an invoice.

Invoices for firm-fixed price task orders shall be submitted in accordance with the payment schedule in the order.

Where performance-based payments are involved, the contractor shall not submit invoices nor will the Government approve payment until a defined event occurred and that the performance met the established criteria for success.

Additional billing instructions, including submittal instructions, shall be provided under each individual task order issued under the contract. By execution of this contract, the Contractor acknowledges that invoice substantiation requirements may differ under each task order due to the varying nature of customer practices, and agrees to provide all data required by the task order Contracting Officer to substantiate invoices.

G.8 TRAVEL AND PER DIEM

a. Outside the Washington, DC Metropolitan Area:

Travel by air will be reimbursed at actual not to exceed coach fare. Travel subsistence reimbursement will be authorized under the rates and conditions of the Federal Travel Regulations. Per diem will be reimbursed at actuals, not to exceed the per diem rates set forth in FAR 31.205-46 (in effect at time of travel), or at said per diem rates regardless of actual cost, whichever is in accordance with the Contractor's standard accounting practice or disclosure statement. When there is travel of more than 10 hours, but less than 24 hours, when no lodging is required, per diem shall be one-half of the Meals and Incidental Expenses (M&IE) rate applicable to the location of the temporary duty assignment. If more than one temporary duty point is involved, the allowance will be one-half of the M&IE rate prescribed for the location where the majority of the time is spent performing official business. The per diem allowance shall not be allowed when the period of official travel is 10 hours or less during the same calendar day. Travel by privately owned vehicle will be reimbursed at the current GSA approved mileage rate. If the Contractor incurs travel costs in excess of the amount shown in each TO, it is at its own expense.

b. Inside the Washington, DC Metropolitan Area:

(1) Travel will be reimbursed based on the policies stated in paragraph (a) above.

(2) Normal commuting expenses are not allowed.

c. Any burden added to the travel cost will be allowed only as defined in the Contractor's standard accounting practice or disclosure statement.

d. Travel instructions for TOs issued by other than shall be specified in the individual TO.

G.9 ACCOUNTABILITY OF COSTS/SEGREGATION OF TASK ORDERS

a. All costs incurred by the Contractor under this contract shall be segregated by each TO. The Contractor shall, therefore, establish separate "Job Order Accounts and Numbers" for each TO issued and shall record all incurred costs in the appropriate job order account assigned each TO. Additional evidence may be provided as it relates to individual task orders.

b. There shall be no commingling of costs between TOs.

G.10 PERFORMANCE MEASURES

a. Task orders issued under COMMITTS NexGen shall contain, to the maximum extent practicable, meaningful performance measures to enable the assessment of success/failure in meeting the objectives of the requiring office.

b. The requiring office shall be responsible for monitoring task order performance measures to assess progress. The cognizant Contracting Officer shall be notified by the COTR when it appears that Contractor performance will not successfully meet the established measures.

G.11 PERFORMANCE EVALUATIONS

a. It is the Government's intent to do performance evaluations for each task order.

The COMMITTS NexGen CO and Project Manager shall discuss any unsatisfactory performance.

b. Performance evaluations shall be submitted to the cognizant government Contracting Officer, with a copy to the Contractor's COMMITTS Project Manager and the COMMITTS CO (if not the cognizant Contracting Officer).

c. The cognizant CO shall submit the completed evaluation to the Contractor for comment. The Contractor shall have 30 days in which to respond. The cognizant CO and COTR will consider any comments provided by the Contractor. The performance evaluation will have a copy of the Contractor's comments attached.

- d. All performance evaluations will be done in accordance with FAR 42.15 (2003) and any subsequent amendments thereto.

G.12 MONTHLY PROGRAM STATUS REPORT (MPSR)

The MPSR is prepared by each prime contractor for the COMMITTS NexGen CO. The report is only prepared when the prime has active task orders. The MPSR shall include a brief summary of significant activities, problems and developments occurring during the reporting period, as well as progress made at the TO level. It provides a technical activity summary by COMMITTS NexGen task order number. The report must be received by the COMMITTS NexGen CO, via e-mail, no later than the 10th of each month. A sample MPSR format is shown in Attachment J-2.

G.13 SUBCONTRACTING REPORT

Pursuant to FAR 52.219-14, Limitation on Subcontracting, small businesses receiving contracts as a result of a task order (or directed task order) may not subcontract greater than 50% of work under this contract on a cumulative basis (i.e., although individual task orders may have greater than 50% subcontracting, the total cumulative subcontracting under all task orders may not exceed 50%). Small businesses shall submit an annual report to the Contracting Officer on October 31 of each year detailing the subcontracting percentage under task orders performed during the previous Government fiscal year. The report shall show the subcontracting percentage for the year under each individual task order, the cumulative total for the reporting period under the contract, and the cumulative total for the life of the contract. The Government reserves the right to limit awards at any time to a small business not in compliance with this FAR 52.219-14. A sample Subcontracting Form is shown in Attachment J-3.

(End of Section G)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT

This is a multiple award Indefinite Delivery-Indefinite Quantity (IDIQ) contract with provisions for Firm Fixed Price, Cost Plus Fixed Fee, Cost Plus Award Fee, Labor Hours, Time-and-Materials, and Fixed Price Award Fee, FFP Level –of-Effort Term type task orders. The type of contract selected will be determined by task order based on the criteria contained in FAR 16.1, Selecting Contract Types and the contractor's capability to manage cost-reimbursement efforts. Only one contract type will be used on an individual task order unless mutually agreed to by the Contractor and the cognizant Contracting Officer.

H.2 MAXIMUM PROGRAM CEILING AND MINIMUM CONTRACT GUARANTEE

There is a contract program maximum of \$8 billion over the life of all contracts under the COMMITTS NexGen GWAC. As a task order is issued against a contract, the value of task orders that can be issued under all contracts decreases by an equal amount. The \$8 billion ceiling is not a contractual guarantee.

THE GUARANTEED MINIMUM PER ORIGINAL AWARD IS ONE HUNDRED FIFTY DOLLARS (\$150.00). The Government has no obligation to issue orders to a Contractor beyond the minimum guarantee. While Contractors are entitled to the minimum guarantee, it is intended that they will compete for that amount under fair opportunity procedures. Issuance of a single order or a series of orders having a cumulative value equal to or greater than the minimum guarantee satisfies the minimum guarantee.

The exercise of an option does not re-establish, or result in an increase to, the Contract minimum guarantee.

The Contractor and Government agree that the minimum guarantee is adequate consideration to establish a binding indefinite-delivery, indefinite quantity Contract for the purpose intended by the solicitation.

H.3 FAIR OPPORTUNITY ORDERING PROCEDURES

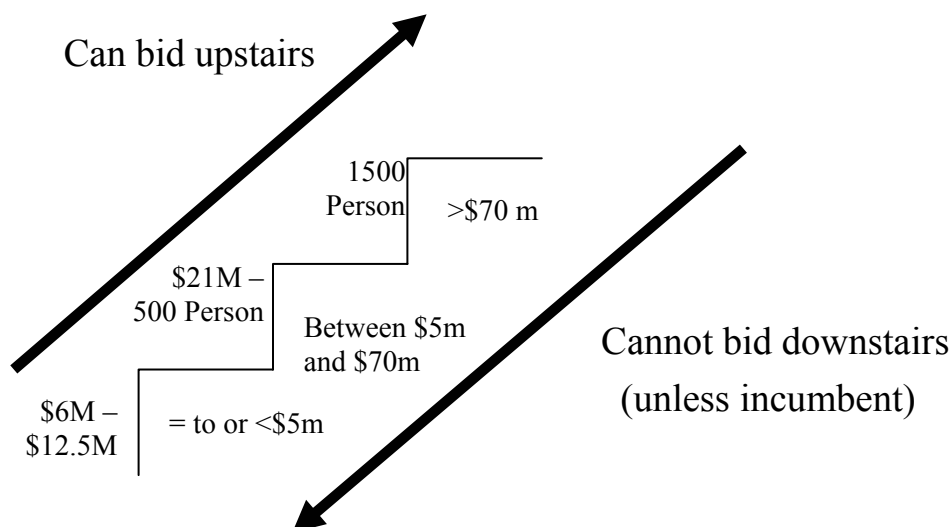
Any supplies and/or services to be furnished under this contract will be ordered by issuance of written Task Orders (TOs), which are outlined below. TOs shall be issued in accordance with FAR 52.216-18, 52.216-19, and 52.216-22 (See Section I). In addition task orders will be issued following the Fair Opportunity competitive procedures contained in Attachment J-1. In addition:

- a. Only an authorized Government Contracting Officer can issue a TO under this contract;
- b. All TOs are subject to the terms and conditions of the contract. In the event of conflict between a TO and the contract, the contract will take precedence.

c. All costs associated with preparation, presentation, and/or discussion of the Contractor's TO proposal shall be at the Contractor's expense. Post award TO administration is an allowable expense. The Contractor is responsible for determining the most appropriate method for recovering such costs (e.g., direct or indirect charges to Task Orders) based on its standard accounting practices.

d. The Government will use a three-tier ordering process for task order competition as described in Section C.2. Certified partners under NAICS codes with \$6 million or \$12.5 million size standards will be allowed to compete on requirements with a life cycle value equal to or less than \$5 million (Tier I). Partners with a size standard of \$21 million or 500 employees will compete on requirements with a life cycle value between \$5 million and \$70 million (Tier II). Lastly, the 1500 employee category will only be allowed to compete for requirements with a life cycle value at more than \$70 million (Tier III). The only exception to this proposed approach entails requirements that have an incumbent contractor. Under this scenario the incumbent contractor would be allowed to compete at any of the tier levels. The Government reserves the right to deviate from this ordering methodology if it is determined to be in the best interest of the Government.

The below graph illustrates the above process:



e. No work will be performed and no payment will be made except as authorized by a TO.

f. The Contracting Officer's selection decision on each TO request shall be final and shall not be subject to the protest or disputes provisions of the contract, except for a protest that the TO increases the scope, period, or maximum value of the contract.

g. The Government intends to use electronic commerce methods to the maximum extent practicable for TOs.

H.4 ANNUAL RE-CERTIFICATION

Each industry partner will be required to re-certify its status every 3 years (or in accordance with SBA regulations) on the anniversary of the contract award. Partners will be required to submit updated Section K – Representation and Certifications, prior to the exercise of the third option year to remain eligible. The DOC recognizes the pending SBA proposed rule, which requires annual recertification. Upon final ruling a change to this solicitation and the contract will be incorporated.

H.5 ON/OFF RAMP

The Department intends to utilize an “On and Off Ramp” concept to manage the re-certification process and maintain a sufficient pool of contract awardees at each size category.

H.5.1 OFF RAMPS

“Off ramps” will be utilized when firms outgrow their size status and are no longer eligible to receive new task orders within a specific size category and/or failed to propose on task order requirements. Firms that outgrow their size status will either “graduate” into the next size category, or be removed from the contract entirely, if they do not recertify in a size category. In addition, if a firm fails to participate on task order requirements the government may not exercise its option. Lack of participation is defined as an industry partner that does not respond to at least three requirements in a given year.

H.5.2 ON RAMPS

The Government reserves the right to conduct “on ramps” if it’s determined to be in the best interest of the Government. “On ramps” will be used to obtain a new pool of viable partners as off ramps are implemented. “On ramps” will ensure that new firms have an opportunity to participate in the COMMITTS NexGen and that program goals and objectives are being met relative to fair opportunity practices. “On ramps” will involve an open season and will be conducted no earlier than three years from date of award. An open season will include publicizing a notice in the designated Government point of entry, FedBizOps, stipulating requisite NAICS codes, in accordance with the terms and conditions of Sections L and M.

Contracts awarded under this open season provision will share in the ceiling of the COMMITTS NexGen program and their award shall not constitute a basis of contractual adjustment for existing partners. Solicitation and any resulting contracts awarded under this provision will include of the same terms and conditions of this contract and will not exceed the remaining period of performance. The performance period will be set out in the contracts awarded.

H.6 PROCUREMENT INTEGRITY – SPECIAL TASK ORDER PROVISIONS

All Contractor personnel, and subcontractors who will be personally and substantially involved in the performance of any TO issued under this contract which requires the Contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, shall execute and submit an "Employee/Contractor Non-Disclosure Agreement" Form (See Attachment J- 4). This is required prior to the commencement of any work on a Task Order and whenever replacement personnel are proposed under an ongoing TO.

H.7 IDENTIFICATION OF CONTRACTOR EMPLOYEES

FAR provision 52.237-1 Site (Apr 1984) applies to each and every task order issued. During the period of this contract, the rights of ingress and egress to and from any office for contractor representatives shall be made available as required. All Contractor employees whose duties under this contract require their presence at any governmental facility shall be clearly identifiable by a distinctive badge furnished by the Government. All prescribed information shall immediately be delivered to the appropriate personnel or directed by the COTR for cancellation or disposition upon the termination of the employment of any Contractor personnel. All on-site Contractor personnel shall abide by security regulations applicable to that site.

H.8 PUBLICITY/ADVERTISING OF CONTRACT AWARD

The Contractor agrees not to refer to this award in commercial advertising in such a manner as to state or imply that the items or services provided are endorsed or preferred by the Federal Government or is considered by the Government to be superior to other items or services.

H.9 GOVERNMENT FURNISHED ITEMS

All Government furnished items will be identified in the appropriate request for solutions (RFS) and subsequent task order. If any given TO issued under this contract requires work to be performed on the Government's site, the task order will provide the Government Furnished Equipment or service (i.e., office work space, office automation equipment, telecommunications and furniture for Contractor personnel). All GFE is furnished "as is".

H.10 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

The Government hereby provides NOTICE and Contractor hereby acknowledges RECEIPT that Government personnel observe the listed days as holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day

Veteran's Day
Thanksgiving Day
Christmas

In addition to the days designated as holidays, the Government observes the following days:

Any other day designated by Federal Statute

Any other day designated by Executive Order

Any other day designated by a President's Proclamation

It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement to compensation except as set forth within the contract. If a contractor believes that an unplanned absence has an impact on the price or period of performance, it should notify the contracting officer of the changed condition and submit a claim for equitable adjustment (see FAR 52.233-1).

Nothing in this clause abrogates the rights and responsibilities of the parties relating to "stop work" provisions as cited in other sections of this contract.

H.11 INTERRELATIONSHIPS OF CONTRACTORS

The Department of Commerce (DOC) and/or other Government agencies may have entered contractual agreements in order to provide information technology requirements separate from the work to be performed under COMMITTS NexGen TOs, yet having links and interfaces to COMMITTS NexGen TOs. Further, DOC and/or other Government agencies may extend these existing agreements or enter into new agreements. The Contractor may be required to coordinate with other such contractor(s) through the cognizant CO and/or designated representative in providing suitable, non-conflicting technical and/or management interfaces and in avoidance of duplication of effort. Information on deliverables provided under separate TOs may, at the discretion of the DOC and/or other Government agencies, be provided to such other contractor(s) for the purpose of such work.

H.12 INSURANCE

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the contractor gives written notice of cancellation or change, as required by the Contracting Officer. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Contracting Officer's prior approval.

A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforementioned endorsement. The insurance company providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be

furnished to the Contracting Officer. The substance of this clause shall be made to flow down to any subcontractors.

H.12.1 CAR 1352.228-70 Insurance Coverage (March 2000)

Pursuant to the clause "Insurance-Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- a. **Workers Compensation and Employer's Liability.** The Contractor is required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, it shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- b. **General Liability.**
 - 1. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
 - 2. Property Damage Liability Insurance shall be required in the amount of \$100,000.
- c. **Automobile Liability.** The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- d. **Aircraft Public and Passenger Liability.** When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.
- e. **Vessel liability.** When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

(End of Clause)

H.12.2 CAR 1352.228-71 Deductibles Under Required Insurance Coverage (March 2000)

The following requirements also apply to this contract:

- a. The Contractor is required to present evidence of the amount of any deductibles in its insurance coverage.
- b. For any insurance required pursuant to *1352.228-70, Insurance Coverage*, the contractor's deductible is not allowable as a direct or indirect cost under this contract. The Government is not liable, and cannot be invoiced, for any losses up to the minimum amounts of coverage required in subsections (a) through (d) above. If the Contractor obtains an insurance policy with deductibles, the Contractor, and not the Government, is responsible for any deductible amount up to the minimum amounts of coverage stated.
- c. If the Contractor fails to follow all procedures stated in this subsection and in FAR 52.228-7(g), any amounts above the amount of the obtained insurance coverage which are not covered by insurance will not be reimbursable under the contract.

(End of Clause)

H.12.3 CAR 1352.228-72 Deductibles Under Required Insurance Coverage (March 2000)

When the Government is injured, wholly or partially as a result of the Contractor's actions and such actions are covered by the insurance required by *1352.228-70, Insurance Coverage*, the Government is entitled to recover from the Contractor the full amount of any such injury attributable to the Contractor regardless of an deductible. The Contracting Officer may offset the amount of recovery against any payment due to the Contractor.

(End of Clause)

H.13 NON-PERSONAL SERVICES

As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, 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 any 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 employee shall state that he/she have no authority to in any way change the contract. If any contractor believes that a communication is a direction to change its contract, it should notify the appropriate Contracting Officer and not carry out the direction until a clarification has been issued by the Contracting Officer.

The Contractor shall ensure 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.

H.14 ORGANIZATIONAL CONFLICTS OF INTEREST

H.14.1 CAR 1352.209-71 Organizational Conflict of Interest (March 2000)

- a. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- b. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor make will a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- c. Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

- d. The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including the paragraph (d), in any subcontract of consultant agreement hereunder.

(End of Clause)

H14.2 CONFLICT OF INTEREST MITIGATION PLAN

In the event that a TO is issued to the Contractor that would require activity that would create a potential conflict of interest, the Contractor shall:

- a. Notify the Contracting Officer of a potential conflict, and;
- b. Recommend to the Government an alternate tasking approach which would avoid the potential conflict, or
- c. Present for approval a conflict of interest mitigation plan that will:
 - 1. Describe in detail the TO requirement that creates the potential conflict of interest; and
 - 2. Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.
- d. The Contractor shall not commence work on a TO related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.
- e. If the Contracting Officer determines that it is in the best interest of the Government to issue a TO, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.

H.15 CONTRACTOR RESPONSIBILITIES

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 costs 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 Claims 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 to COMMITTS NexGen; or
- d. Recruit on Government premises or otherwise act to disrupt official Government business.

H.16 SECURITY REQUIREMENTS

The Government may require security clearances, perhaps higher than top secret (top secret specialized compartmentalized information), for performance of any TO under this contract. If satisfactory security arrangements cannot be made with the Contractor, the required services shall be obtained from other sources.

The level of classified access required shall be indicated on DD-254 or other appropriate form incorporated into each TO Request requiring access to classified information. Contractors are required to have background investigations for suitability if they occupy positions of trust (e.g., systems administration) even if they do NOT have access to classified information.

Necessary facility and/or staff clearances shall be in place prior to issuance of a TO under this contract.

H.17 CONTRACTOR STAFF TRAINING

The contractor shall provide fully trained and experienced technical and lead personnel (including replacement personnel) required for performance of task orders. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the Contractor at its own expense.

H.18 AWARD FEE PLAN/AWARD FEE

- a. For any Task Orders issued with award fee provisions, the individual TO shall contain the applicable Award Fee Plan.
- b. At a minimum, the Award Fee clause shall contain the following:
 - 1. Performance measures
 - 2. Schedule for determination of award fee earned
 - 3. Amount of the award fee to be earned

H.19 TASK ORDER SUBCONTRACTORS

Because of the wide diversity of work possible under COMMITS NexGen, the potential ten-year contract life, and the rapidly changing nature of information technology, the Government recognizes that the Contractor may need to use many different subcontractors to meet specific customer needs.

For the purposes of COMMITS NexGen, "mandatory subcontractor" is defined as any subcontractor, team member, or consultant (at any tier) designated by the prime Contractor as being necessary for technical consideration (i.e., technical evaluation) by the Government in its selection decision for each task order.

A subcontractor designated as "mandatory" for a TO shall not be replaced on that TO without the written approval of the cognizant CO. A subcontractor designated as "mandatory" for a TO may be replaced on that TO only if the replacement is approved by the cognizant CO. A subcontractor designated as "mandatory" for a TO shall not be replaced on that TO without the written approval of the cognizant CO. A subcontractor designated as "mandatory" for a TO may be replaced on that TO only if the replacement is approved by the cognizant CO.

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prohibited from performing inherent Governmental functions (e.g., negotiating on behalf of the Government, signing contractual documents, etc.). Contractor employees will be required to sign a Certificate of Non-Disclosure certifying that it will not disclose any procurement sensitive or proprietary business information obtained in the course of their duties and will use such information only for official purposes in the performance of the support contract or required to do by law. By execution of this contract, the contractor hereby provides its assent to the Government's use of a contractor to provide contract administration support.

H.22 FAR 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 **60 calendar days** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 calendar days** before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed **10 years**.

(End of Section H)

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 FAR 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 it were 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 the URL: <http://www.ARNet.gov/far>.

FEDERAL ACQUISITION REGULATION CLAUSES

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.202-01	Definitions	DEC 2001
52.203-03	Gratuities	APR 1984
52.203-05	Covenant against contingent Fees	APR 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-07	Anti-Kickback Procedures	JUL 1995
52.203-08	Cancellation, Recission & Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2003
52.204-02	Security Requirements	AUG 1996
52.204-04	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-05	Material Requirements	AUG 2000
52.215-02	Audit and Records – Negotiation	JUN 1999
52.215-08	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications	OCT 1997

52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data - Modification	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversion	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Post-retirement Benefits Other Than Pensions (PRB)	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Costs or Pricing Data - Modifications	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Costs or Pricing Data - Modifications (OCT 1997) Alternate III	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Costs or Pricing Data - Modifications (OCT 1997) Alternate IV	OCT 1997
52.216-07	Allowable Cost and Payment	DEC 2002
52.216-08	Fixed Fee	MAR 1997
52.216-10	Incentive Fee	MAR 1997
52.216-16	Incentive Fee Revision – Firm Target	OCT 1997
52.216-17	Incentive Price Revision - Successive Targets	OCT 1997
52.217-02	Cancellation Under Multiyear Contracts	OCT 1997
52.217-08	Option to Extend Services	NOV 1999
52.217-09	Option to Extend the Term of the Contract	MAR 2000
52.219-06	Notice of Total Small Business Set-Aside	JUN 2003
52.219-08	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations on Subcontracting	DEC 1996
52.222-2	Payment for Overtime Premiums	JUL 1990
52.222-03	Convict Labor	JUN 2003
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996

52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	JUN 2003
52.222-29	Notification of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action for Workers Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act of 1965, as Amended	MAY 1989
52.222-43	Fair Labor Standards Act and Services Contract Act - Price Adjustment	MAY 1989
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993
52.222-47	SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA)	MAY 1989
52.222-48	Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, And/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment – Contractor Certification	AUG 1996
52.222-49	Service Contract Act-Place of Performance Unknown	MAY 1989
52.223-05	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-06	Drug Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	JUN 2003
52.224-01	Privacy Act Notification	APR 1984
52.224-02	Privacy Act	APR 1984
52.225-01	Buy American Act – Supplies	JUN 2003
52.225-03	Buy American Act – North American Free Trade Agreement - Israeli Trade Act	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN

		2003
52.226-01	Utilization of Indian Organizations and Indian Owned Economic Enterprises	JUN 2000
52.227-01	Authorization and Consent	JUL 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-03	Patent Indemnity	APR 1984
52.227-14	Rights in Data - General	JUN 1987
52.227-16	Additional Data Requirements	JUN 1987
52.227-17	Rights in Data - Special Works	JUN 1987
52.228-05	Insurance - Work on a Government Installation	JAN 1997
52.228-07	Insurance - Liability to Third Persons	MAR 1996
52.229-03	Federal, State, and Local Taxes	APR 2003
52.230-02	Cost Accounting Standards	APR 1998
52.230-03	Disclosure and Consistency of Cost Accounting Practices	APR 1998
52.230-06	Administration of Cost Accounting Standards	NOV 1999
52.232-01	Payments	APR 1984
52.232-07	Payments under Time-and-Materials and Labor-Hour Contracts	DEC 2003
52.232-08	Discounts for Prompt Payment	FEB 2002
52.232-11	Extras	MAY 1984
52.232-16	Progress Payments	APR 2003
52.232-17	Interest	JUN 1996
52.232-18	Availability of Funds	APR 1984
52.232-19	Availability of Funds for the Next Fiscal Year	APR 1984
52.232-20	Limitation of Cost	APR 1984

52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-25	Prompt Payment – Alternate I	FEB 2002
52.232-32	Performance-Based Payments	FEB 2002
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration	MAY 1999
52.233-01	Disputes	JUL 2002
52.233-01 I	Disputes - Alternate I	DEC 1991
52.233-03	Protest after Award	AUG 1996
52.233-03 I	Protest after Award (AUG 1996) - Alternate I	JUN 1985
52.237-02	Protection of Government Buildings, Equipment and Vegetation	APR 1984
52.237-03	Continuity of Services	JAN 1991
52.239-01	Privacy or Security Safeguards	AUG 1996
52.242-01	Notice of Intent to Disallow Costs	APR 1984
52.242-03	Penalties for Unallowable Costs	MAY 2001
52.242-04	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JULY 1995
52.243-01	Changes - Fixed Price	AUG 1987
52.243-01	Changes - Fixed Price - Alternate I	APR 1984
52.243-01	Changes - Fixed Price - Alternate II	APR 1984
52.243-02	Changes - Cost Reimbursement	AUG 1987
52.243-02	Changes - Cost Reimbursement - Alternate I	APR 1984
52.243-02	Changes - Cost Reimbursement - Alternate II	APR

		1984
52.243-03	Changes - Time-and-Materials or Labor-Hours	SEP 2000
52.243-07	Notification of Changes	APR 1984
52.244-02	Subcontracts	AUG 1998
52.244-02	Subcontracts (AU 1998) – Alternate II	AUG 1998
52.244-05	Competition in Subcontracting	DEC 1996
52.244-06	Subcontracts for Commercial Items	APR 2003
52.245-01	Property Records	APR 1984
52.245-02	Government Property (Fixed-Price Contracts)	JUN 2003
52.245-05	Government Property (Cost-Reimbursement, Time-and-Material or Labor-Hour Contracts)	JUN 2003
52.245-09	Use and Charges	APR 1994
52.246-25	Limitation of Liability - Services	FEB 1997
52.248-01	Value Engineering	FEB 2000
52.249-02	Termination for Convenience of the Government (Fixed-Price)	SEP 1996
52.249-04	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-06	Termination (Cost-Reimbursement)	SEP 1996
52.249-06 IV	Termination (Cost-Reimbursement) – Alternate IV	SEP 1996
52.249-08	Default (Fixed-Price Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-01	Government Supply Sources	APR 1984
52.253-01	Computer Generated Forms	JAN 1991

I.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the **Source Selection Authority** and shall not be binding until so approved.

(End of clause)

I.3 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (JUL 1995)

As prescribed in 9.409(b), insert the following clause:

Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (July 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

I.4 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

As prescribed in 15.408(k), insert the following clause:

Notification of Ownership Changes (Oct 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I.5 FAR 52.216-18 ORDERING - (OCT 1995)

(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 date of award through expiration of the contract including all options.

(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.6 FAR 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 \$2,500, 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 million dollars.

(2) Any order for a combination of items in excess of 45 million dollars.

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause of 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) above.

(d) Notwithstanding paragraph (b) and (c) above, 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 five (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.7 FAR 52.216-20 Definite Quantity (OCT 1995)

As prescribed in 16.506(c), insert the following clause:

Definite Quantity (Oct 1995)

(a) This is a definite-quantity, indefinite-delivery contract for the supplies or services specified, and effective for the period stated, in the Schedule.

(b) The Government shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule.

(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 time 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 _____ [insert date].

(End of clause)

I.8 FAR 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 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 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 or provide any services under this contract after one (1) year after expiration of this contract.

(End of clause)

I.9 FAR 52.219-17 SECTION 8(a) AWARD (DEVIATION) (DEC 1996)*

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) *(DELETED)*

(2) Except for novation agreements, delegates to the Department of Commerce the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Department of Commerce Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

*Only applicable to 8(a) awards.

(End of clause)

(End of Section I)

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Attachment	J-1 COMMITS Fair Opportunity Competitive Procedures
Attachment	J-2 Monthly Project Status Report (MPSR)
Attachment	J-3 COMMITS Task Order Subcontract Report
Attachment	J-4 Employee/Contractor Non-Disclosure Agreement Form
Attachment	J-5 Agency Protest Procedures
Attachment	J-6 Pricing Proposal Rate Matrix
Attachment	J-7 U.S. Department of Labor Wage Determination

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

K.1 FAR 52.252-02 Clauses Incorporated by Reference (FEB 1998)

The following clauses are incorporated into this contract by reference, with the same force and effect as if they were 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 the URL <http://www.ARNet.gov/far>.

FEDERAL ACQUISITION REGULATION CLAUSES

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.203-10	Price of Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-11	Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions	APR 1991
52.204-05	Women-Owned Business (Other Than Small Business)	MAY 1999

K.2 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.3 FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

As prescribed in 4.905, insert the following provision:

Taxpayer Identification (Oct 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) *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;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.
- (e) Type of organization.*
 - ☐ Sole proprietorship;
 - ☐ Partnership;
 - ☐ Corporate entity (not tax-exempt);
 - ☐ Corporate entity (tax-exempt);
 - ☐ Government entity (Federal, State, or local);
 - ☐ Foreign government;
 - ☐ International organization per 26 CFR 1.6049-4;
 - ☐ Other _____.
- (f) Common parent.*
 - ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
 - ☐ Name and TIN of common parent:
 - Name _____
 - TIN _____

(End of provision)

K.4 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

As prescribed in 9.409(a), insert the following provision:

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(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 a public (Federal, state, or local) 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, or receiving stolen property; and

(C) Are o are not o 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.

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, 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 Prosecution Under 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 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS.

As prescribed in 19.307(a)(1), insert the following provision:

Small Business Program Representations
(Apr 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is see Section L.10.

(2) The small business size standard is see Section L.10.

(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) *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 (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o 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 (b)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that-

(i) It o is, o 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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

"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 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 the size standard in paragraph (a) of this provision.

"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.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 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-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

52.219-2 Equal Low Bids.

As prescribed in 19.307(c), insert the following provision:

Equal Low Bids (Oct 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

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(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

K.6 FAR 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

As prescribed in 19.307(b), insert the following provision:

Small Disadvantaged Business Status (Oct 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the

representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.*]

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall-

- (1) Be punished by imposition of a 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 Small Business Act.

(End of provision)

Alternate I (Oct 1998). As prescribed in 19.307(b), add the following paragraph (b)(3) to the basic provision:

(3) *Address.* The offeror represents that its address ___ is, ___ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

K.7 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

As prescribed in 22.810(a)(2), insert the following provision:

Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that-

- (a) It ___ has, ___ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It ___ has, ___ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.8 FAR 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)

K.9 FAR 223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JUN 2003)

As prescribed in 23.907(a), insert the following provision:

Certification of Toxic Chemical Release Reporting (June 2003)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[] (v) The facility is not located in the United States or its outlying areas..

(End of provision)

K.10 FAR 52.227-6 ROYALTY INFORMATION (APR 1984)

As prescribed at 27.204-2, insert the following provision:

Royalty Information (Apr 1984)

(a) *Cost or charges for royalties.* When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) *Copies of current licenses.* In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

Alternate I (Apr 1984). Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

K.11 ALTERNATE DISPUTE RESOLUTION PROCEDURES (ADR)

Background: Pub. L. No. 101-552 *The Administrative Dispute Resolution Act* encourages the use of alternative means of resolving disputes involving government agencies. The Act is based on Congress' finding that alternative processes, including mediation, often "yield decisions that are faster, less expensive and less contentious and can lead to more creative, efficient and sensible outcomes."

Please indicate your interest in participating in ADR by checking the appropriate blank below:

☐ The offeror shall participate in ADR.

☐ The offeror shall not participate in ADR.

K.12 CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title: _____

Date: _____

(End of Section K)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.252-01 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 it were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provision may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: www.arnet.gov/far

CLAUSE #	TITLE	DATE
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.222-24	Pre-award On-Site Equal Opportunity Compliance Review	FEB 1999
52.252-1	Solicitation Provisions Incorporated by Reference	FEB 1998

L.2 FAR 52.215-10 INSTRUCTIONS TO OFFERORS - COMPETITIVE (MAY 2001)

As prescribed in 15.209(a), insert the following provision:

Instructions to Offerors-Competitive Acquisition (May 2001)

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

L.3 ACQUISITION SCHEDULE

The Government anticipates contract awards will be made in January 2004. The following are scheduled time frames to complete major steps leading up to contract awards:

<u>Action</u>	<u>Completion Date</u>
Issue solicitation	August 11, 2003
Pre-proposal conference	August 18, 2003
Responses to down-select questions due	September 5, 2003
Evaluate responses to questions/past performance data	Sep 8 – Sep 19, 2003
Offerors notified of down-select decision	September 22, 2003
Last day for offerors to submit questions (solicitation)	September 26, 2003
Government response to Offeror's questions due	October 3, 2003
Formal proposals due	October 17, 2003
Evaluate proposals	Oct 20 – Oct 31, 2003
Request for clarification of offers	November 5, 2003
Offeror response of clarifications due	November 14, 2003
Oral presentations (if required)	Nov 17 – Nov 28, 2003
Conduct discussions (if required)	Dec 5 – Dec 19, 2003
Contract awards	January 21, 2004
Debriefing of unsuccessful offerors	Jan 28 – Feb 12, 2004

L.4 SERVICE OF PROTEST

a. An agency level protest may be filed with either the Contracting officer or the agency protest decision authority. See Section J, Attachment J-5 for procedures for filing an agency protest with the protest decision authority.

b. Agency protest filed with the Contracting Officer shall be sent to the following address:

U. S. Department of Commerce
 Ronald O. Ortega, Contracting Officer
 Room 6520,
 14th & Constitution Avenue, NW,
 Washington, DC 20230.

c. If a protest is filed with the General Accounting Office (GAO), a complete copy of the protest and all attachments shall be served upon the Contracting Officer as well as the Contract Law Division of the General Counsel within one day of filing with GAO. Service upon the Contract Law Division is to be made as follows:

U. S. Department of Commerce
 Contract Law Division
 Office of General Counsel
 Herbert C. Hoover Building, Room H5893
 14th Street between Penn. and Constitution Ave., N.W.
 Washington, DC 20230
 Attn Mr. Mark Langstein

L.5 EXCEPTION TO SOLICITATION TERMS AND CONDITIONS

- a. The Offeror must state in its proposal any exceptions taken to the terms and conditions of the solicitation. For each exception, the Offeror shall identify the term or condition, state the reason for the exception, and provide any other information concerning the exception.
- b. The Offeror is advised that any exception taken to the terms and conditions of the solicitation may cause their proposal to be ineligible for award. As the Government intends to award without discussions, it is strongly advised that prospective Offerors notify the COMMITTS NexGen Contracting Officer of any anticipated exceptions sufficiently in advance of the proposal submission due date to allow time for evaluation of the concern. This will allow time for the Contracting Officer to make a decision on the appropriate course of action.

L.6 ALTERNATE PROPOSALS ARE NOT PERMITTED

Each Offeror may submit only one proposal. Offerors should submit the proposal that sets forth their "best approach" in consideration of the requirements of the solicitation and Section M - Evaluation Criteria. The Government will not accept alternate proposals; submission of an alternate proposal will result in the Offeror being eliminated from further award consideration.

L.7 SMALL BUSINESS CLASSIFICATION CODES

Pursuant to FAR provision 52.219-6, this procurement is being conducted as a total small business set-aside. Consequently offerors are solicited and will be accepted only from firms qualifying as small. For the purpose of this solicitation and determining the offeror's eligibility as a small business, the following North American Industry Classification System (NAICS) codes and resulting size criteria shall apply:

Group 1 – Information Search and Retrieval and Scientific and Technical Consulting – Business cannot earn in excess of \$6 million in average annual gross receipts over the past three years.

518112 – Web Search Portals
 519120 - Libraries and Archives
 519190 – All Other Information Services
 541690 – Other Scientific and Technical Consulting Services
 541990 – All other Professional, Scientific and Technical Services

Group 2 – Satellite Telecommunications, Cable and other Communications - Business cannot earn in excess of \$12.5 million in average annual gross receipts over the past three years.

517410 – Satellite Telecommunications
 517510 – Cable and other Program Distributions
 517910 – Other Telecommunications

Group 3 – Internet Service Providers, Data Processing, Computer Programming, System Design, Facilities Management, and Other Computer Services - Business cannot earn in excess of \$21 million in average annual gross receipts over the past three years.

518111 – Internet Service Providers
 518210 – Data Processing, Hosting and Related Services
 541511 – Custom Computer Programming Services
 541512 – Computer System Design Services
 541513 – Computer Facilities Management Services
 541519 – Computer Related Services (NEC)

Group 4 – Internet Publishing – The average number of employees per pay period for the last twelve months cannot exceed 500.

516110 – Internet Publishing and Broadcasting

Group 5 – Wired Telecommunication Carriers, Paging, Wireless Communications, Resellers - The average number of employees per pay period for the last twelve months cannot exceed 1500.

517110 – Wired Telecommunications Carriers
 517211 - Paging
 517212 - Cellular and Other Wireless Telecommunications
 517310 – Telecommunications Resellers

L.8 PRE-PROPOSAL CONFERENCE

The Government is planning a pre-proposal conference during which potential contractors may obtain a better understanding of the work required. The pre-proposal conference is scheduled for August 18 & 19, 2003. Interested vendors are invited to attend on one of the two dates. The purpose of the conference is to: (1) outline the principle features of the COMMITS program and provide information on the overall COMMITS NexGen objectives; (2) describe the scope of program work as well as explain and clarify instructions for completing proposals along with describing how proposals will be evaluated in order to aid potential offerors in deciding if they wish to proceed in this acquisition further; and (3) provide an opportunity to ask specific questions and receive pertinent responses from the Government.

Questions posed by offerors will be considered during the conference. Subsequent to the conference an amendment containing a transcription of the questions and answers, and a list of attendees, will be made publicly available.

Offerors are cautioned that, notwithstanding any remarks, clarifications, or responses given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment. It is the responsibility of each offeror, prior to proposing, to seek clarification of any ambiguity created by amendment of the solicitation.

The Department of Commerce will hold a pre-proposal conference on **August 18 & 19, 2003 from 1:00 to 3:00 p.m.** The location is the Herbert C. Hoover Building,

Auditorium, 1401 Constitution Ave, NW, Washington, DC 20230. Interested vendors are asked to use the 14th Street entrance between Pennsylvania and Constitution Ave. Identification will be required for admittance.

L.8.1 REGISTRATION INSTRUCTIONS FOR PRE-PROPOSAL CONFERENCE

In order to facilitate conference preparations, registration is required for attendance to the COMMITS NexGen Pre-proposal Conference. Attendance at the conference is optional and will have no bearing, influence, or impact on the selection process. The following instructions will assist you with your registration. The below instructions are mandatory for the purpose of this conference.

Interested vendors are invited to attend on one of the two dates. Due to the limited seating capacity, attendance is restricted to (2) representatives per company. Requests will be processed on a first-received basis. Registration for August 18th 2003, will be accepted from the first 480 registrants. No written correspondence, literature or submissions of any type will be accepted by the team at the conference. No recording devices of any types are permitted.

Information provided during the conference including briefing slides and questions and answers will be posted on the COMMITS web-site at www.commits.doc.gov. The Government will not provide material at the pre-proposal conference. Information presented at the pre-proposal conference will be provided on the COMMITS web-site no later than noon, August 17th. Attendees are encouraged to bring their own copies of the presentation. It is also recommended that attendees bring a copy of the COMMITS NexGen solicitation to the conference.

All interested vendors attending the pre-proposal conference shall submit registration information to Janet Hall (202) 482-8319 (jhall1@doc.gov) by 12:00 PM, local time, on August 14, 2003. All advance registrants will be notified via e-mail confirming their registration conference date.

Registration information is required for each attendee. Due to security requirements, additional information will be required from Non-U.S. citizens.

Registration Information: **U.S. citizens**

Name:
Address:
Company Name:
Company Address:
Company Telephone Number:

Registration Information: **Non-U.S. citizens**

Name:
Address:
DOB:
Place of Birth:
Passport Number:
Country of Citizenship:

Company Name:
Company Address:
Company Telephone Number:

L.9 ELECTRONIC LIBRARY OF PREVIOUS COMMITS TASK ORDERS

All previous task orders issued under COMMITS are available for offerors to review and to assist with a better understanding of the program. These are located on the COMMITS Business Opportunity Page at <http://commitsbop.osec.doc.gov/UsCommercePage/UsCommercePage.htm>. These provide background on the type of work historically contracted for under COMMITS.

L.10 PROPOSAL SUBMISSION INSTRUCTIONS

All proposal information shall be mailed to U. S. Department of Commerce, Ronald O. Ortega, Contracting Officer, Room 6520, 1401 Constitution Avenue, NW, Washington, DC 20230. When proposals are hand-carried or sent by courier service, the Offeror assumes the full responsibility for ensuring that the offer is received at the U. S. Department of Commerce, 1401 Constitution Avenue, NW (Use 15th Street entrance), Office of Security/Courier Service Center/Room 1874, Washington, DC 20230 by 3:00 P.M. EST. All offers must be closed and sealed as if for mailing and fully identified on the sealed envelope. Please note that there are no provisions for acceptance of late offers sent by overnight courier service (except by U.S. Postal Service Mail), regardless of the date of mailing. The Offeror is hereby notified that the building located at the address stated above is a secure building and only uniformed couriers such as Federal Express, DHL, etc., will be allowed access into the building. All other couriers will be required to deliver packages to the U. S. Department of Commerce, 14th & Constitution Avenue, NW (Use 15th Street entrance), Office of Security/Courier Service Center/Room 1874, Washington, DC 20230

L.11 PROPOSAL PREPARATION INSTRUCTIONS

L.11.1 General Instructions.

Offerors shall submit each proposal in accordance with the guidance below. Submission requirements are specifically tailored to the COMMITS NexGen solicitation and are designed to limit information to only that considered essential to the evaluation of the proposal and award of a contract.

The Government will conduct this acquisition in multiple phases. The **first phase** is an “advisory down-select” process. Offerors will respond to a series of identified technical questions from the government as well as providing information on their experience and past performance references (Enclosure1). Only those offerors deemed as the most qualified will be invited to participate in the second phase. The Contracting Officer will notify all offerors of their respective status immediately after the decision is made.

The **second phase** consists of offerors submitting a written technical and price proposal in accordance with the instructions provided below in section L.14.2.2 and the evaluation criteria set out in Section M.

The **third phase**, which is optional solely at the discretion of the government, includes Offerors providing oral presentations.

L.11.2 Evaluation Phases

L.11.2.1 Phase 1 Submission

Offerors shall respond to the request for information identified as an attachment to the solicitation cover letter. This will include responses to the pertinent questions for the offeror as well as past performance information. The government will evaluate responses to questions as it relate to the offeror's overall experience and quality of services provided. The criteria used will include the offerors technical capabilities, experience in providing similar work, and quality of completed work as determined by past performance information.

A total of ten questions are provided for answers. Depending on the offeror size status and tier (see Section C.2 for definition of tier grouping), either four questions (tier 1), six questions (tier 2), or all ten questions (tier 3) must be answered. Tier 1 and Tier 2 offerors are free to choose question to which they wish to respond. In addition to providing a technical response detailing the offerors capabilities and related experience, offerors must include past performance information for each answer. This includes identity of the effort, a contact person including name, telephone number and email address, and the dates of performance.

A page limitation applies to the total Phase 1 submission consisting of no greater number of pages than the number of questions responded to. For example, if a Tier 2 offeror replied to the required number of six questions, the total page count cannot exceed six. Within this parameter, an offeror is free to allocate space for each question response as it wishes as long as the total page limitation is not exceeded. In addition, text type should be Times New Roman or Arial, no smaller than 12 point with normal proportional spacing. A page is defined as each face of an 8 ½ x 11-inch sheet of paper containing information. Page margins shall be a minimum of 1 inch for the top, bottom, and sides.

L.11.2.2 Phase 2 Submission

Proposals shall be submitted in both an electronic media version and in paper based format. The electronic version shall be submitted on CD-ROM in Microsoft Word format (a current version) for text documents and in Microsoft Excel format (a current version) for spreadsheet documents. The paper-based document must be submitted in original plus twelve copies in a 1", 3-ring, standard size, white binder. The binder must allow for a cover insert that is labeled as follows in Bold Letters centered on the page:
Category Proposing As (Small, Small Disadvantaged, 8(a), Woman-Owned Small, Veteran-owned Small, or Hubzone Small)

Offeror's Name

Name of Solicitation and Solicitation # (COMMITTS NexGen, Solicitation No. CM1301-03-RP-0019)

L.11.2.2.1. Proposal Format and Submission.

Written Proposal and Associated Information

The Offeror shall submit the following:

Tab A-Transmittal Letter and SF-33

Tab B-Properly executed Section K Representations and Certifications

Tab C-Pricing for standard labor categories

Tab D-Proposal response detailing compliance with Mission Capability and Past Performance factors

Tab A - contains the transmittal letter and the SF-33 (see section A of the RFP). The transmittal letter formally transmits the offeror's proposal. This letter shall provide the company's name, address, point of contact and point of contact's telephone number. Also, this letter shall state the period of time that the offeror's proposal is valid. This period of time shall not be less than 120 calendar days from the date for receipt of proposals. The offeror shall also acknowledge all amendments under this solicitation in either the transmittal letter or the SF-33. An official authorized to bind your company to contractual agreements must sign both the SF-33 and transmittal letter.

Tab B – contains fully completed representation and certifications contained in Section K.

Tab C – complete the pricing tables for designated standard labor categories using the Government supplied format identified as Attachment J-6. This includes providing proposed rates for each of the defined categories by base year plus four additional option years for a total of five years.

The purpose of the pricing tables is to allow the Government to compare pricing among all offerors. Accordingly, offerors must complete all required information using the following instructions.

Complete Table A showing the hourly rate proposed for each of the five Government identified standard labor categories and assume the work is performed for a Washington DC location. Use the labor descriptions furnished for each category to determine which of your company's categories best matches the standard. If your company does not provide this exact type of service, assume it is required for a task and provide the service through a teaming partner or subcontractor you would normally use to complement your own resources. In a similar manner complete hourly rates for all four option years.

For purposes of pricing assume the base year starts on a contract award date of January 1, 2004 and runs through December 31, 2004. Each option period follows the same twelve-month cycle. Offerors are advised that the Service Contract Act applies to this acquisition. For purposes of pricing, proposed rates must be in accordance with the applicable Department of Labor Wage Determination (see Attachment J-7). Assume that the work is performed in the Washington, DC location.

Prices should be tied into an existing contract arrangement such as a GSA Schedule contract or another GWAC. Separately identify the specific contract vehicle where the prices are derived from including the applicable contract number. All proposed labor

rates must have been negotiated on a prior procurement within a year of the response to this solicitation.

State the basis of any annual price escalation. If the escalation coincides with the terms of an existing contract, state the conditions of that price increase.

Complete Table B in a similar manner except use annual rates. Assume 1800 hours in one year. Include the corresponding annual amounts for each labor category and by base and option years.

Finally add the total prices for each labor category for all five years under the right hand column entitled "Total Price." Then provide the total price for all five years and for all five labor categories in the bottom right hand cell.

Tab D - should be organized to address all factors and subfactors described in Provision M.3 of this solicitation entitled "Contract Award Evaluation Factors/Subfactors." Within both the Mission Capability and the Past Performance factors, address each of the designated subfactors with narrative information showing how your company clearly demonstrates compliance and support of the offeror's claims. Cursory responses that merely reiterate the requirements are considered unacceptable. Demonstration of experience, capability, and qualifications that clearly support compliance is required.

Under Mission Capability address the identified subfactors of use of innovative business practices, experience in an ID/IQ environment, and team relationships with other industry partners. In addition, offerors proposing under the 1500 employee size code must provide the information for the mentoring experience subfactor.

Under Past Performance, address the identified subfactors of awards, past performance management, and successful relationships with industry partners. For awards, state the specific name of the award, date received, and a contact point that includes a name, phone number and email address of the federal, state, local, or regional Government organization granting the award. Clearly explain the significance of the award and the distinction and reputation associated with it. Within the tab, include a copy of the award or certification, followed by its corresponding Official Criteria. The Official Criteria consist of the actual criteria used by the issuing organization to make the award. The criteria must be from an official source (e.g., web site, memorandum, handbook, etc.). It may be necessary for the Offeror to extract this information so that it can be included in the proposal. However the copy of the actual award and the supporting information does not count against any proposal page limitation. The Offeror must limit the submission to just that dealing with the criteria.

The Government intends on evaluating past performance reference information obtained during the Phase 1 evaluation. Offerors are not required to provide additional information in that regard. The Government reserves the right to evaluate past performance reference information collected during Phase I in Phase 2. Cursory responses that merely reiterate the requirements are considered unacceptable. Demonstration of experience, capability, and qualifications that clearly support compliance is required.

L.11.2.2.2 Page Limitation and Text/Font Size

Proposals shall be limited in the number of pages in accordance with the table below. Offerors are cautioned that proposal information in excess of page limitations will not be considered during the evaluation process.

Proposal Information	Maximum Page Limit
Mission Capability (excluding factors for mentoring experience – non 1500 employee NAICS code)	15 pages
Mission Capability– mentoring experience subfactor for 1500 employee NAICS code only	3 additional pages
Past Performance	15 pages
Price	See separate attachment

Text type should be Times New Roman or Arial, no smaller than 12 point with normal proportional spacing. A page is defined as each face of an 8 ½ x 11-inch sheet of paper containing information (excludes such things as blank pages, title pages, table of contents, charts, tabs, dividers, etc.). Page margins shall be a minimum of 1 inch for the top, bottom, and sides.

L.11.2.3 Oral Presentation

The government, solely at its option, may require offerors to also provide an oral presentation of their response to this acquisition. If the government elects to do so, the Contracting Officer will notify offerors and schedule the oral presentations with each company. The Government will provide a minimum of seven working days notice to the Offeror of the scheduled date and location. All oral presentations will take place in the Washington, DC area.

- a. In presenting, Offerors will be provided a total of one (1) hour. This includes approximately 30 minutes to convey information to the Government. Offerors are free to use the half hour time period in any manner they choose. It is strongly recommended that Offerors take into consideration the relative order of importance for section M evaluation criteria in planning their presentations. The individual identified as the Offeror's program manager will conduct the presentation. Offerors are limited to seven (7) participants attending the session. Offerors are responsible for providing any and all audio-visual equipment required for the presentation (e.g., overhead projector, screen, extension cords, etc.) and 15 copies of the presentation for the Government. The Offeror will be provided 30 minutes prior to the presentation for set up and familiarization with the room characteristics.
- b. There are no limitations or restrictions on the presentation material or media other than the number of slides the presenter believes can realistically be presented within the half hour period. Slides not discussed at the oral presentations will be removed from the offeror's proposal and not considered by the evaluators.

- c. No price information shall be included in the presentation.
- d. The Government does not intend to engage in discussions as defined by FAR Part 15. After completion of the oral presentation, the Government may request clarification of any of the points addressed which were unclear and may ask for elaboration. The responses are for clarification only and will not constitute discussions. This will normally take no more than 30 minutes. The Government will strive to ask clarifying questions at the end of the Offeror's presentation. However should the Government need to ask questions in the middle of the offeror's presentation, time spent in responding by the Offeror will not count against its presentation time.

RECOMMENDED PRESENTATION TOPICS

- a. **Introduction** - Offeror's Program Manager and participants.
- b. **Mission Capability** – The offeror shall identify innovative business practices, highlight its experience working in an indefinite delivery/indefinite quantity contract environment, and describe teaming relationships with other Industry partners. In addition, firms proposing only under the 1500 employees NAICS code shall describe their experiences mentoring other small businesses.
- c. **Past Performance** - The Offeror shall describe any awards or certification(s) received both relevant to work covered by the scope of COMMITS NexGen and timely. The presentation should provide the Government with a clear understanding of the significance of the award or certification and the distinction and reputation associated with it. No awards will be considered that were achieved more than five years from the date of the proposal submission. The Offeror should also describe its past performance in managing complex information technology service efforts. The presentation should focus on the management tools and techniques applied to previous efforts and the results achieved. Special emphasis in the presentation should be placed on the Offeror past performance on the application and use of performance and customer satisfaction metrics.

L.12 QUESTIONS AND REQUESTS FOR CLARIFICATION OR INFORMATION

All questions and requests for RFP clarification or information are due by 3:00 p.m., September 26, 2003.

Only electronic submission of requests will be accepted. They shall be submitted to Ron Ortega, Contracting Officer.

Should any request be received after the date and time stated above, the Government reserves the right not to provide an answer. If, however, in the Government's opinion, the question cites an issue of significant importance, the Government may provide written responses to all offerors.

The Government will not provide any information concerning requests for clarifications in response to telephone calls from Offerors. All questions and requests will be answered electronically and provided to all Offerors at the COMMITS NexGen Internet site.

(End of Section L)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 MULTIPLE AWARDS

The Government intends to award multiple contracts to a sufficient number of awardees so that the following occurs: a) the full gamut of technical offerings, competence and specialization contemplated within the broad range of COMMITS NexGen work is adequately covered; b) a reasonable number of awards are made within each identified NAICS code grouping and size status based on the governments overall anticipated requirements over the life of the contract program; and c) all identified individual socio-economic categories are adequately represented to the greatest extent practicable. While no maximum number of contracts to be awarded has been determined, the Government will keep the number of awards to a reasonable amount considering such factors as:

- (a) Maintaining a sufficient number of vendors to ensure adequate competition for issuing task orders throughout COMMITS's NexGen ten life,
- (b) Avoiding unnecessary and burdensome contract administration, and
- (c) Ensuring that winning contractors have the opportunity to receive a meaningful amount of task order work.

M.2 BASIS FOR CONTRACT AWARD

a. The contract award decisions will be based on the Government's evaluation of each Offeror's complete proposal submission (and oral presentation if applicable) with respect to the following:

- (1) Offerors not responding to any one or more of the factors or sub-factors identified in this solicitation shall be disqualified from further consideration.
- (2) The Government's evaluation of the first two selection factors (i.e., Mission Capability and Past Performance) shall be accomplished separately from the evaluation of the Offeror's pricing.

b. The source evaluation will be based on a "Best Value Analysis." Accordingly, award(s) will be made to the responsible and technically acceptable Offeror(s) whose proposal(s) (including information from the oral presentation) provides the greatest overall value to the Government, price and technical factors considered. Best value for the purpose of COMMITS NexGen, means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. In making this evaluation, the Government is more concerned with obtaining superior management and technical skills than with making award(s) to the Offeror(s) with the lowest labor prices.

- c. When conducting the evaluations, the Government will use data provided by the Offeror in the proposal, the optional oral presentation, as well as data obtained from other sources. While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the Offeror.
- d. The quality of the Offeror's response and adherence to solicitation requirements and/or restrictions will be considered reflective of the manner in which the Offeror could be expected to perform COMMITS NexGen tasks and will be considered in the evaluation process. Information furnished by Offerors beyond stated page and oral presentation time limitations shall not be considered.
- e. The Government anticipates award without discussion.

M.3 CONTRACT AWARD EVALUATION FACTORS/SUBFACTORS

A major objective of COMMITS NexGen is to provide opportunities for the total small business community to meet the Government's information technology needs. However, one readily apparent fact is that a wide range of knowledge, experience, abilities, and capabilities exist throughout the universe of small businesses. Under this acquisition for example, firms range in size from the very small to much larger firms. It is unrealistic to expect that the smaller firms have the same depth and breadth of resources as well as experience and capabilities as the larger ones. In order to provide a more equitable means of proposal evaluation and to ensure a representative distribution of contract awards to small firms of varying sizes, the Government will utilize varying standards in the proposal evaluation process. While the same technical criteria apply to all offerors, the standards with respect to each evaluation factor/subfactor will become comparatively more stringent as the size category grows.

Offerors also will be evaluated on their stand-alone capabilities for initial award of the contract. While companies ultimately receiving contract awards are free to team and subcontract with other partners to compete for and perform on specific task orders, this evaluation for contract award will consider only the offerors qualifications and experience. The very broad scope of work covered by this acquisition does not lend itself to evaluating teaming arrangements or subcontractor agreements. Rather, specific partner capabilities will be evaluated subsequent to contract award at the time task orders are being proposed against. However the ability of an offeror to recruit, retain and work closely with other entities in any form of teaming arrangement that provides specific solutions to agency needs is important along with their record of past performance. Consequently the ability to work jointly with other entities, with a degree of demonstrated success, is a key part of the evaluation.

M.3.1 MISSION CAPABILITY

The Offeror's approach to managing performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. A total of three subfactors comprise this factor except that a fourth subfactor of mentoring applies to offerors who propose under a 1500 employee size standard. Subfactors are of approximately equal importance with each other.

Sub-Factors:

1. Use of innovative business practices

The government will evaluate the quality, completeness, responsiveness, relevance, and credibility of innovative business practices employed by the offeror. Such innovations improve business operations on a continuous basis and are designed to enhance contract performance, increase the likelihood that desired contractual outcomes are achieved, utilize metrics to set goals and monitor performance, and reduce overall costs. The government will look at the types of innovative practices the offeror currently employ including the use of performance based contracting.

2. Experience in ID/IQ environment

The government will examine the offeror's experience in an Indefinite Delivery Indefinite Quantity (ID/IQ) contracting environment. ID/IQ contracts include working on a wide variety of complex tasks for multi-functional information technology projects on a simultaneous basis and at different locations and often on a quick reaction basis.

3. Team arrangements with other Industry Entities

The ability to obtain required resources for performance of tasks and working in a team arrangement with a number of other industry entities will be evaluated. This includes the ability to manage and staff a variety of tasks through teaming, partnering and subcontracting. Furthermore it includes the ability to recruit and retain entities as well as managing and integrating the efforts of the entire team.

4. Mentoring experience (applicable only to 1500 employee NAICS code)

Experience in mentoring other small firms so that they can ultimately compete successfully for and subsequently perform government contracts on their own will be evaluated. The degree to which offerors provide technical, managerial, financial and other types of assistance to aid developing smaller businesses is a prime consideration. Special emphasis is placed on mentor designations as part of formal government "Mentor-Protégé Programs".

M.3.1.2 PAST PERFORMANCE

The evaluation of the quality of the Offeror's past performance is a subjective assessment based on a consideration of all relevant facts and circumstances. Subfactors are of equal importance with each other.

Sub-Factors

1. Awards

The Government will evaluate the quality of the award and certification received by the Offeror. This includes an examination of the relevancy and currency of the award and certification. Relevancy refers to how applicable the award and certification are to the work contemplated by COMMITTS NexGen as well as the character. Currency addresses the date the award or certification was received (see Section L).

Evaluation weight is given for federal, state, local and regional awards and certifications (e.g., the Malcolm Baldrige National Quality Award, ISO 9000 series, Carnegie Mellon University's Software Engineering Institute (SEI) Capability Maturity Level, etc.) While important, local or regional awards are not as significant. In addition self-certification, as opposed to independent reviews and certifications, is not meaningful and will receive no consideration in the evaluation.

2. Past performance management

The Government will evaluate the Offeror's past performance in management of complex information technology service efforts. This focuses on the management tools and techniques applied to previous efforts and the results achieved. Special emphasis is placed on the application and use of performance and customer satisfaction metrics.

3. Successful relationships with Industry Entities

The Government will examine the offerors ability to maintain a successful relationship with ppnincludes evidence that mutual goals were accomplished, high quality services were provided where shared responsibilities in fulfilling the customer's objectives existed, and ultimate customer satisfaction resulted. Offerors record of establishing successful relationships in both depth and breadth with othe5.4artners is paramount.

M.3.2 PRICE

Price proposals will be evaluated for realism and reasonableness. Rates for work in the Washington, DC area will be examined to determine if they deviate above or below what is expected. If ppnes are excessively low or unrealistically high such information will indicate a lack of understanding of the requirements. A designated sample of rates will also be compared against those of othe5.offerors to determine if they are reasonable.

M.3.3 RELEVANCY OF IMPORTANCE FACTORS

Within Non-Price Factors, Factor 1 (Mission Capability) is of equal importance with Non-Price Factor 2 (Past Performance). Each of the Non-Price Factors is more important than the Price Factor. Together the Non-Price Factors are significantly more important than the Price Factor (FAR 15.304(e)).

(End of Section M)

ATTACHMENTS J-1 THROUGH J-7

Reference Section J for Additional Information

COMMITTS NexGen Fair Opportunity Competitive Procedures

In accordance with FAR 16.505, the fair opportunity to be considered competitive procedures for the COMMITTS program is provided below.

As an overview, the basic COMMITTS fair opportunity competitive process begins when an information technology need is identified. A performance based (when appropriate) Statement of Requirements (SOR), with source selection criteria is prepared. Additionally, the requiring agency and COMMITTS program office define the roles and responsibilities of the government parties in a task order management plan. The SOR is offered to the appropriate COMMITTS contract holders to determine if they wish to submit a task order proposal. The requesting activity evaluates the submitted task order proposals, and based on an evaluation of the proposal against the previously developed evaluation criteria, the delivery order is awarded to the "best value" contractor.

In the event the Department of Commerce delegates ordering authority through this vehicle, the ordering agency must abide by the Department of Commerce ordering procedures.

The following process represents general guidelines. The process for each effort can be tailored to fit the needs of the customer.

Step 1: Identify Need

Identifying the need for information technology solutions is the first step in the COMMITTS process. This task is the responsibility of the requiring activity (the customer). If an activity recognizes the need for information technology solutions, they should first contact the COMMITTS program office. The program office will provide guidance and instructions on the use of the COMMITTS contracts. The program office will, if needed, assist with the development of the full Statement of Requirements, and provide the necessary resources to fully describe the technical requirements of the task, to ensure successful competition and award of the delivery order. During this step the reimbursable charge to non-DOC customers will be discussed. The charge will be tailored to fit the amount of effort the customer requires of the COMMITTS office to satisfy their requirement.

Step 2: Address Scope Issues, if any

This is the responsibility of the COMMITTS Program Office, in conjunction with the COMMITTS Contracting Office. This step is necessary to ensure that the anticipated requirements are within the scope of the COMMITTS contracts. While this step is necessary, given the scope of work envisioned by the basic contracts, and the solution based structure, it is anticipated that only

requirements that do not in some manner call for information technology would be considered outside the scope of the COMMITS contract.

Step 3: Prepare Statement of Requirement (SOR), Source Selection Criteria, and Task Order Management Plan

As the title implies, the Statement of Requirements presents the requesting activities requirements. It is this document, along with the source selection criteria, that contractors will use to prepare proposals for evaluation. The SOR is the most important document in the process. The SOR must fully detail the entire requirement, as that will be the primary source of information used by the contractors to prepare their proposals. The SOR should not just be limited to technical details: logistics requirements, data deliverables, special instructions or conditions should also be described. For information technology services, it is important that the SOR be written as a performance based requirement. Preparation of the SOR and the source selection criteria is the responsibility of the requiring activity unless the activity requests COMMITS program office support.

Following the solution based structure, the COMMITS contracts have no contract pricing. This gives contractors the latitude to propose various solutions which that they feel will give the best value to the Government, at the time of requirement. Requesting activities are encouraged to perform market research in drafting the SOR. This could include seeking and receiving input or suggestions from the COMMITS contractors as well as other sources. However, COMMITS contractors are prohibited from preparing Statements of Requirements.

Preparation of the Source Selection Criteria will also be accomplished by the requiring activity. These criteria may be different for each SOR, but may include Price, Technical Solution, Management Approach, Past Performance and/or Small Business Participation.

In addition to identifying the evaluation criteria, the requesting activity can further identify the functional area, and category they wish for the fair opportunity competition to take place. For example, the nature of the requirement should identify which functional area would be best to request a solution, e.g., Information System Security Support Services. Within the functional area, the requesting activity can further identify the category (i.e., small, small disadvantaged, small disadvantaged 8(a), or small women-owned business) they want the competition to be conducted. This allows the requesting activity to select and receive acquisition credit based on the selected category's status.

Finally, the requesting activity with assistance of the COMMITTS program office will develop a task order management plan. This plan will identify the specific responsibilities of each party in performing contract administration functions. The plan will further serve as a statement of work for any efforts to be performed by the COMMITTS program office.

Step 4: Release Statement of Requirements via Internet

In keeping with the COMMITTS program office's intent to minimize the flow of paper, the requiring activity will send the completed SORs and source selection evaluation criteria to the COMMITTS program office for electronic release to COMMITTS contractors. The COMMITTS program office will use the COMMITTS website for release of the SOR, source selection criteria, and other instructions to the COMMITTS contractors.

Each SOR will be offered to the identified COMMITTS category contractors in accordance with the requirement for fair opportunity to be considered as described in the Federal Acquisition Regulation (FAR) 16.505(b). The COMMITTS program office cannot direct an award to a specific COMMITTS contractor unless one of four exemptions in FAR 16.505(b)(2) applies. These exemptions are:

1. The agency's need for such supplies or services is of such urgency that providing such an opportunity would result in unacceptable delays.
2. Only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
3. The order should be issued on a sole-source basis in the interest of economy and efficiency as logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
4. Necessary to satisfy a minimum order.

Step 5: Respond to SOR

After release of the SOR via the Internet, those contractors interested in submitting a proposal will provide detailed proposals in accordance with the suspense date provided and await Government evaluation.

In crafting solutions to specific task order requirements, the COMMITTS contractors will have access to the General Services Administration's (GSA) Federal Supply Schedules (FSS). The Government will authorize the COMMITTS contractors to use the FSS contracts to take advantage of the significant quantity discounts available to the Government. Small businesses may not be able to match the Government's buying power or achieve similar discounts. It is in the best interest of the Government to allow COMMITTS contractors the opportunity to use the FSS contracts for each proposed task order solution.

Step 6: Evaluate Responses to SOR

Proposal evaluation will be conducted by the requiring activity. The COMMITTS program office can assist in the evaluation as necessary. Each evaluation shall be conducted in accordance with the established evaluation criteria. The requiring activity is responsible for selecting the best value contractor. An evaluation report will be provided to the COMMITTS program office with the results of the evaluation.

Step 7: Award Task Order

If award authority has been delegated, the requiring activity places the task order with the selected contractors. Copies of the task order will be provided to the COMMITTS program office.

If award authority remains with the COMMITTS contracting officer, the requesting activity forwards their appropriate funding document, to the COMMITTS program office. Based on the selection decision, the COMMITTS contracting officer will award the task order to the successful contractor. Successful offerors will be notified and arrangements will be made for work to begin. In either case, the funding agency will receive award credit for the category of business selected (i.e., small, small disadvantaged, small disadvantaged 8(a), and small women-owned).

Step 8: Execute Task Order

Unless the agency requests COMMITTS program office support, the responsibility for managing the delivery order resides with the requiring activity. The requiring activity's responsibilities will be spelled out in the task management plan. At a minimum, the requiring activity will be responsible for completing past performance reports which will be sent the contractor for comment and then to the COMMIT program office. These performance reports will be maintained in a past performance database, to be used for future task order evaluations, and general reporting requirements.

Step 9: Acceptance of Product and/or Service.

When the work is completed, the requiring activity accepts the products and services via the appropriate acceptance document.

Monthly Program Status Report

1.0 Contract Overview Charts

TO Number	TO Type	TO Value Without Options	TO Value With Options	Cost Status	Schedule Status	Quality Status
T990001	CPFF	\$100,000	\$ 600,000	GREEN	GREEN	GREEN
T990002	FFP	\$200,000	\$ 700,000	GREEN	YELLOW	GREEN
T990003	CPAF	\$300,000	\$ 800,000	GREEN	BLUE	GREEN
T990004	T&M	\$400,000	\$ 900,000	RED	GREEN	GREEN
T990005	FPAF	\$500,000	\$1,000,000	GREEN	GREEN	BLUE

The Contractor will evaluate each active task order and provide a subjective rating of cost, schedule and quality status using the following color coding by task order:

Blue = Outstanding Green = Acceptable Yellow = Minor Problem Red = Major Problem

A red or yellow entry in the cost, schedule or quality status columns requires separate narrative comment in Section 3.0 of this report.

2.0 Major Accomplishments and Milestone Achievements

Where applicable, the Contractor will provide narrative summarizing major accomplishments and milestones achieved.

3.0 Problem Identification and Corrective Actions

For each red or yellow area identified in Section 1.0 of this report, the Contractor will provide a narrative describing the problem, its impact, the corrective actions being taken to remedy the problem, and any other pertinent information.

COMMITTS TASK ORDER SUBCONTRACT REPORT*(See instructions on page 2)*

			<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<i>include all options)</i>		NA
<i>(Dollar Amount)</i>		
<i>see block 5)</i>		NA
<i>(Dollar Amount)</i>		
<i>(Dollar Amount and Percent of 8)</i>		
<i>(Dollar Amount and Percent of 8)</i>	\$0	0.0%
<i>(Dollar Amount and Percent of 8)</i>	\$0	0.0%
<i>(Dollar Amount and Percent of 8)</i>	\$0	0.0%
<i>(Dollar Amount and Percent of 8)</i>	\$0	0.0%
<i>(Dollar Amount and Percent of 8)</i>	\$0	0.0%
<i>(if applicable) (Dollar Amount and Percent of 8)</i>	\$0	0.0%
<i>(Dollar Amount and Percent of 8)</i>	\$0	0.0%
<i>(Dollar Amount and Percent of 8)</i>	\$0	0.0%
<i>(Dollar Amount and Percent of 8)</i>	\$0	0.0%

**COMMITTS TASK ORDER SUBCONTRACT REPORT
INSTRUCTION FOR COMPLETION**

General: Pursuant to FAR 52.219-14, "Limitation on Subcontracting," small businesses receiving task orders under a contract awarded on a setaside basis may not subcontract greater than 50% of the cumulative task order work. Although individual tasks orders could exceed the 50% level, the total cumulative efforts of all task orders under the contract may not. The purpose of this form is to require the small business to annually report to the Contracting Officer the subcontracting activity on each active task order issued under the contract.

Reporting Period: The report covers the period October 1 through September 30. Include the year in block 5.

Type of Report: Because some task orders have multiple year duration, including exercise of options, reports may either be annual or total multiple year duration. In the case of multiple year period of performance, complete the report for both situations. This means submit the report for both the annual activity plus a cumulative task order multiple year life cycle basis. Check the appropriate block under number 5.

Task Order Identifier: Include the task order number in block 6.

Task Order Value: Include the total estimated task order value including all option periods in block 7.

Total dollar value for the task order for reporting period: Include value of funded work for the current reporting period in block 8. This includes just the work authorized by the Contracting Officer via a funded task order or task order modifications.

Total subcontract value for the reporting period: Include in block 9

Percent of work subcontracted to small and large businesses: Include these amounts in blocks 10a and 10b respectively.

Subcategories of subcontracts: Report subcontracts in the appropriate categories in blocks 11-16.

Employee/Contractor Non-Disclosure Agreement Form

A Quotation from USC Title 18, Section 1905:

“Whoever, being an officer or employee of the United State or of any department or agency thereof, publishes, divulges, discloses, or makes known in any manner or to any extent not authorized by law any information coming to him in the course of this employment of official duties or by reason of any examination or investigation made by, or return, report or record made to or filed with, such department or agency or officer or employee thereof, which information concerns or relates to the trade secrets, processes, operation, style of work, or source of any income, profits, losses, or expenditures of any person, firm, partnership, corporation or association; or permits any income return or copy thereof or any book containing any abstract or particulars thereof to be seen or examined by any person except as provided by law; shall be fined not more than \$1,000 or imprisoned not more than one year, or both; and shall be removed from office or employment.”

I, as a government employee or official Government contractor employee, certify that I will not disclose, publish, divulge, release, or make known, in any manner or to any extent, to any individual other than an appropriate or authorized Government employee, the content of any procurement sensitive information provided during the course of my employment. I understand that for the purpose of this agreement, procurement sensitive information is to include procurement data, contract information, plans, and strategies.

I hereby certify that I have read the non-disclosure agreement described above and I am familiar with the directives and policies governing the disclosure of procurement sensitive information. I will fully and completely observe these directives and will not disclose such information to any unauthorized person, or use any information obtained for private use or gain.

NAME (Please Print)

SIGNATURE

DATE

ORGANIZATION/AFFILIATION

CONTRACT NO.

AGENCY PROTEST PROCEDURES DEPARTMENT OF COMMERCE AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

I. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal

Acquisition Regulation (FAR 33.103). On October 25, 1995, President Clinton signed Executive Order No. 12979 which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the contracting officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the contracting officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES:

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to the Contracting Officer.

"The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest." The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Contract Law Division Office of the Assistant General Counsel for Finance and Litigation Department of Commerce, Room H588214th Street and Constitution Avenue, N.W. Washington, D.C. 20230 FAX: 202-482-5858

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external fora. If the protester has already filed with the GAO or other external fora, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

(i) the protester's name, address, telephone number, and fax number

(ii) the solicitation or contract number, name of contracting office and the contracting officer

(iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced

(iv) copies of relevant documents supporting protester's statement

(v) a request for ruling by the agency

(vi) statement as to form of relief requested

(vii) all information establishing that the protester is an interested party for the purpose of filing a protest

(viii) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester.

Within 14 days after the protest is filed, the contracting officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals.

The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

Solicitation No. 1301-03-RP-0019

(i) The supplies or services are urgently required, (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the contracting officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

(i) contract performance would be in the best interest of the United States, or (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract,
- (2) re-compete the requirement,
- (3) issue a new solicitation,
- (4) refrain from exercising options under the contract,
- (5) award a contract consistent with statutes and regulations,
- (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- (7) such other remedies as the decision-maker may determine are necessary to correct a defect

PRICING PROPOSAL RATE MATRIX

Table A - Hourly Rates

[illegible]

Table B - Annual Rates (Based on 1800 hour/year)

[illegible]

LABOR CATEGORIES

Program Manager (Contract Key Personnel) Serves as the contractor's single contract manager, and shall be the contractor's authorized interface with the Government Contracting Officer (CO), the contract level Contracting Officer's Representative (COR), government management personnel and customer agency representatives. Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes, and goals of the organization to subordinates. Shall be responsible for the overall contract performance and shall not serve in any other capacity under this contract.

Information Engineer Applies business process improvement practices to re-engineer methodologies/principles and business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques. Assist in establishing standards for information systems procedures. Develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems. Constructs sound, logical business improvement opportunities consistent with corporate Information Management guiding principles, cost savings, and open system architecture objectives. Senior level supervisors provide daily supervision and direction to staff.

Web Designer Provides support in upgrading, maintaining and creating content for agency's web site under the guidance of Web Project Manager. Provides day-to-day site design and creation. Provides on-the-job training for the development, maintenance, and updating of Web pages.

Help Desk Specialist Has overall responsibility for help desk operations associated with the identification, prioritization and resolution of reported problems. Ensures that all phases of help desk support are properly coordinated, monitored, logged, tracked and resolved appropriately. May maintain responsibility for development, maintenance and integrity of help desk software. Provides phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and applications developed under this contract or predecessors. Serves as the initial point of contact for troubleshooting hardware/software PC and printer problems.

Software Developer Develops codes, tests, and debugs new software or enhancements to existing software. Performs maintenance on existing software products. Contributes knowledge of business applications. Writes programs according to specifications. Works with technical staff to understand problems with software and resolve them. Resolves customer complaints with software and responds to suggestions for improvements and enhancements. Assists in development of software user manuals. Senior level supervisors provide daily supervision and direction to staff.

94-2103 DC,DISTRICT-WIDE 06/10/03

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2103

William W.Gross

Division of

Revision No.: 30

Director

Wage Determinations|

Date Of Last Revision: 06/03/2003

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St

Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King

George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	11.18
01012 - Accounting Clerk II	12.74
01013 - Accounting Clerk III	14.30
01014 - Accounting Clerk IV	16.37
01030 - Court Reporter	16.43
01050 - Dispatcher, Motor Vehicle	16.09
01060 - Document Preparation Clerk	12.42
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.42
01110 - Film/Tape Librarian	14.65
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.04
01131 - Key Entry Operator I	10.80
01132 - Key Entry Operator II	12.07
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	14.24
01263 - Personnel Assistant (Employment) III	16.42
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	17.28
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	15.26
01312 - Secretary II	16.56
01313 - Secretary III	19.04
01314 - Secretary IV	20.15

01315 - Secretary V	23.47
01320 - Service Order Dispatcher	15.44
01341 - Stenographer I	14.68
01342 - Stenographer II	16.47
01400 - Supply Technician	20.15
01420 - Survey Worker (Interviewer)	14.94
01460 - Switchboard Operator-Receptionist	10.96
01510 - Test Examiner	16.56
01520 - Test Proctor	16.56
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	11.80
01612 - Word Processor II	14.22
01613 - Word Processor III	16.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.86
03041 - Computer Operator I	14.30
03042 - Computer Operator II	15.82
03043 - Computer Operator III	18.60
03044 - Computer Operator IV	20.44
03045 - Computer Operator V	22.94
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.05
03073 - Computer Programmer III (1)	26.99
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.30
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.01
07010 - Baker	11.87
07041 - Cook I	10.93
07042 - Cook II	12.46
07070 - Dishwasher	9.22
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59

09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05
09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	12.98
11121 - House Keeping Aid I	9.13
11122 - House Keeping Aid II	9.39
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	10.75
11240 - Maid or Houseman	9.28
11270 - Pest Controller	12.44
11300 - Refuse Collector	10.88
11330 - Tractor Operator	12.73
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	15.80
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.08
12071 - Licensed Practical Nurse I	14.63
12072 - Licensed Practical Nurse II	16.42
12073 - Licensed Practical Nurse III	18.38
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	15.32
12160 - Medical Record Clerk	13.60
12190 - Medical Record Technician	14.97
12221 - Nursing Assistant I	8.46
12222 - Nursing Assistant II	9.52
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	11.84
12280 - Phlebotomist	11.21
12311 - Registered Nurse I	24.00
12312 - Registered Nurse II	26.70
12313 - Registered Nurse II, Specialist	26.70
12314 - Registered Nurse III	34.48
12315 - Registered Nurse III, Anesthetist	34.48
12316 - Registered Nurse IV	41.33
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.95
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	22.48
13013 - Exhibits Specialist III	27.29
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	22.33
13050 - Library Technician	16.28
13071 - Photographer I	13.93
13072 - Photographer II	15.64

13073 - Photographer III	19.56
13074 - Photographer IV	24.08
13075 - Photographer V	26.50
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	9.94
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	10.67
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	17.12
21030 - Material Expediter	17.12
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	14.58
21080 - Production Line Worker (Food Processing)	14.08
21100 - Shipping/Receiving Clerk	13.09
21130 - Shipping Packer	13.02
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.01
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	15.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	22.51
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	16.88
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric Worker	16.55
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	20.93
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.25
23430 - Heavy Equipment Mechanic	19.98

23440 - Heavy Equipment Operator	20.28
23460 - Instrument Mechanic	19.98
23470 - Laborer	11.79
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	19.70
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	20.94
23800 - Plumber, Maintenance	19.86
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	19.41
23931 - Telecommunication Mechanic II	20.45
23950 - Telephone Lineman	20.93
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98
23980 - Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.37
24580 - Child Care Center Clerk	15.86
24600 - Chore Aid	8.86
24630 - Homemaker	16.45
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	13.85
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	21.76
27004 - Alarm Monitor	15.26
27006 - Corrections Officer	17.69
27010 - Court Security Officer	19.46
27040 - Detention Officer	18.29
27070 - Firefighter	19.72
27101 - Guard I	9.51
27102 - Guard II	12.53
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.76
28020 - Hatch Tender	16.76
28030 - Line Handler	16.76
28040 - Stevedore I	15.76
28050 - Stevedore II	17.78
29000 - Technical Occupations	
21150 - Graphic Artist	20.52
29010 - Air Traffic Control Specialist, Center (2)	29.85

29011 - Air Traffic Control Specialist, Station (2)	20.59
29012 - Air Traffic Control Specialist, Terminal (2)	22.67
29023 - Archeological Technician I	15.52
29024 - Archeological Technician II	17.35
29025 - Archeological Technician III	21.51
29030 - Cartographic Technician	22.87
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.84
29040 - Civil Engineering Technician	19.56
29061 - Drafter I	13.01
29062 - Drafter II	16.29
29063 - Drafter III	18.30
29064 - Drafter IV	22.87
29081 - Engineering Technician I	16.15
29082 - Engineering Technician II	18.75
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	25.86
29085 - Engineering Technician V	31.62
29086 - Engineering Technician VI	38.26
29090 - Environmental Technician	19.29
29100 - Flight Simulator/Instructor (Pilot)	30.54
29160 - Instructor	23.97
29210 - Laboratory Technician	16.87
29240 - Mathematical Technician	23.39
29361 - Paralegal/Legal Assistant I	18.38
29362 - Paralegal/Legal Assistant II	23.44
29363 - Paralegal/Legal Assistant III	28.68
29364 - Paralegal/Legal Assistant IV	34.69
29390 - Photooptics Technician	22.87
29480 - Technical Writer	25.08
29491 - Unexploded Ordnance (UXO) Technician I	18.97
29492 - Unexploded Ordnance (UXO) Technician II	22.96
29493 - Unexploded Ordnance (UXO) Technician III	27.51
29494 - Unexploded (UXO) Safety Escort	18.97
29495 - Unexploded (UXO) Sweep Personnel	18.97
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	12.94
31300 - Taxi Driver	10.99
31361 - Truckdriver, Light Truck	12.37
31362 - Truckdriver, Medium Truck	15.72
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.33
99030 - Cashier	8.53
99041 - Carnival Equipment Operator	11.78
99042 - Carnival Equipment Repairer	12.69
99043 - Carnival Worker	7.93
99050 - Desk Clerk	9.78
99095 - Embalmer	19.04

99300 - Lifeguard	9.97
99310 - Mortician	22.94
99350 - Park Attendant (Aide)	12.52
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.81
99500 - Recreation Specialist	15.94
99510 - Recycling Worker	14.06
99610 - Sales Clerk	10.49
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	16.41
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.60
99660 - Surveying Aide	10.20
99690 - Swimming Pool Operator	13.54
99720 - Vending Machine Attendant	10.43
99730 - Vending Machine Repairer	13.54
99740 - Vending Machine Repairer Helper	11.02

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This

publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

HELPFUL HINTS:

Because service IDIQ contracts may include many different tasks under their scope, it is recommended that there be language in the actual IDIQ PWS that states performance based task orders may be issued against the contract. Included in any performance based task orders will be measures and a quality assurance surveillance plan. The proposed measures and metrics would be used as the basis of comparison in evaluating technical proposals.