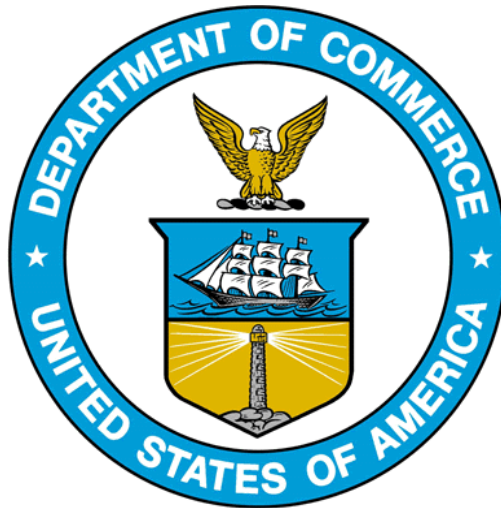


DEPARTMENT OF COMMERCE ENTERPRISE SERVICES-ACQUISITION



REQUEST FOR PROPOSAL FOR COMMERCE ACQUISITION FOR TRANSFORMATIONAL TECHNOLOGY SERVICES (CATTS) FOR THE OFFICE OF THE CHIEF INFORMATION OFFICER OFFICE OF THE SECRETARY

Table of Contents

Table of Contents

SECTION A - STANDARD FORM 1449.....	7
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS.....	9
B.1 CLAUSES INCORPORATED IN FULL TEXT.....	9
B.2 GENERAL.....	9
B.3 BASE AND OPTIONS.....	9
B.4 CONTRACT TYPE	9
B.5 SCHEDULE OF RATES	10
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	11
C.1 PERFORMANCE WORK STATEMENT (PWS).....	11
C.2 BACKGROUND, SCOPE AND OBJECTIVES.....	11
C.3 REQUIREMENTS.....	12
C.4 HOURS OF OPERATION.....	13
C.5 GOVERNMENT FURNISHED RESOURCES	14
C.6 TRAINING, LICENSES AND CERTIFICATIONS	14
C.7 IDENTIFICATION OF CONTRACTOR EMPLOYEES	14
C.8 TRAVEL.....	14
C.9 SECURITY REQUIREMENTS	15
C.10 CONFLICTS OF INTEREST.....	16
C.11 DATA RIGHTS	16
C.12 DIRECT LABOR COSTS	16
C.13 REPORTS AND DELIVERABLES.....	17
C.14 DELIVERABLES.....	17
SECTION D - PACKAGING AND MARKING	18
SECTION E - INSPECTION AND ACCEPTANCE	19
E.1 CLAUSES INCORPORATED BY REFERENCE	19
E.2 CLAUSES INCORPORATED IN FULL TEXT	19
E.3 SCOPE OF INSPECTION.....	19
SECTION F - DELIVERIES AND PERFORMANCE	20
F.1 CLAUSES INCORPORATED BY REFERENCE.....	20

F.2 CLAUSES INCORPORATED IN FULL TEXT	20
F.3 PLACE OF PERFORMANCE	21
F.4 SCHEDULE OF DELIVERABLES	21
F.5 PERFORMANCE REQUIREMENTS SUMMARY	22
F.6 GOVERNMENT RIGHTS TO DELIVERABLES	22
F.7 TIMELY NOTICE TO THE GOVERNMENT OF PERFORMANCE DELAYS	23
SECTION G - CONTRACT ADMINISTRATION DATA	24
G.1 CLAUSES INCORPORATED IN FULL TEXT	24
G.2 PAYMENT – (FIRM FIXED PRICE)	26
G.3 PAYMENT— (TIME & MATERIALS/LABOR HOUR)	26
G.5 APPLICATION OF ESCALATION RATES ON T&M TASK ORDERS	26
G.6 NON-PERSONAL SERVICES	26
G.7 AUTHORIZATION OF GOVERNMENT PAID TRAVEL	27
G.8 SUBMITTAL OF INVOICES	27
G.9 IDIQ CONTRACTOR PROGRAM MANAGER	28
SECTION H - SPECIAL CONTRACT REQUIREMENTS	30
H.1 CLAUSES INCORPORATED BY REFERENCE	30
H.2 CLAUSES INCORPORATED IN FULL TEXT	30
H.3 CONTRACTOR IDENTIFICATION RESPONSIBILITIES	34
H.4 NOTICE REQUIREMENT	35
H.5 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE	35
H.6 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR	36
H.7 POST AWARD CONFERENCE	36
H.8 UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT PERSONNEL	36
H.9 CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS	36
H.10 NOTICE OF PARTICIPATION OF NON-GOVERNMENT OR NON-COMMERCE PERSONNEL	37
H.11 SUPPLY CHAIN RISK MANAGEMENT REQUIREMENTS	37
H.12 TRAINING	40
H.13 INTERRELATIONSHIPS OF CONTRACTORS	40
H.14 INNOVATIVE TASK ORDER SOURCE SELECTION AND STRUCTURE	40
H.15 ON-RAMPING	41
H.16 DORMANT STATUS	42
H.17 OFF-RAMPING	42
H.18 NEWS RELEASES	43

H.19 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS	43
H.20 HARMLESS FROM LIABILITY	43
H.21 REQUIREMENTS FOR CLEARED PERSONNEL	44
H.22 SET-ASIDES BASED ON SOCIO-ECONOMIC GROUP	44
SECTION I - CONTRACT CLAUSES.....	45
I.1 CLAUSES INCORPORATED BY REFERENCE	45
I.2 CLAUSES INCORPORATED IN FULL TEXT	46
SECTION J - LIST OF ATTACHMENTS.....	58
SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	59
K.1 PROVISIONS INCORPORATED BY REFERENCE.....	59
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	60
SECTION M - EVALUATION FACTORS FOR AWARD	76
M.2.1 CAR 1352.215-73 EVALUATION QUANTITIES – INDEFINITE QUANTITY CONTRACT	76
M.2.2 CAR 1352.215-74 BEST VALUE EVALUATION (APR 2010)	76
M.2.1 CAR 1352.215-75 EVALUATION CRITERIA (APR 2010)	78

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

7

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CLAUSES INCORPORATED IN FULL TEXT

1352.216-75 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (APR 2010)

During the term of the contract, the Government shall place orders totaling a minimum of \$10,000.00. The amount of all orders shall not exceed \$1,500,000,000.

B.2 GENERAL

The Department of Commerce, Office of the Secretary, Office of the Chief Information Officer (OCIO) has a requirement enterprise-wide Information Technology services. These services fall within 6 main task areas: CIO support, Digital Document and Records Management, Managed Service Outsourcing and Consulting, IT Operations and Maintenance, Information Technology Services Management, and Cyber Security. The specific needs and requirements will be defined at the task order level but will fall into at least one of the categories above.

The North American Industry Classification System (NAICS) code associated with this requirement is 541519 – Other Computer Related Services.

B.3 BASE AND OPTIONS

This contract consists of a base ordering period of one (1) year and four optional ordering periods for a total ordering period duration of 10 years as depicted in the table below.

Period	Duration
Base Period	1 Year
Option Period 1	1 Year
Option Period 2	3 Years
Option Period 3	3 Years
Option Period 4	2 Years
Total Ordering Period	10 Years

B.4 CONTRACT TYPE

This is an indefinite delivery, indefinite quantity contract (IDIQ) issued in accordance with FAR Part 12 and FAR Part 15 for commercial items. Task orders may be issued on a Firm-Fixed-Price (FFP) or Time-and- Material/Labor Hour type (T&M/LH) basis. Firm-Fixed-Price (FFP) CLINs will be established at the task order level for as many tasks possible. Task orders may be performance-based. Descriptions of labor categories applicable to performance under the T&M/Labor Hour CLINs are contained in Attachment 09 – Labor Category Descriptions. The Government reserves the right to incorporate additional labor categories into the contract after award to effectively and efficiently meet mission need requirements within the general scope of work.

B.5 SCHEDULE OF RATES

Labor rate ceilings contained in Attachment 03 shall apply to each year of the contract respective to when the task order is placed under the IDIQ contract. The unit of issue (rates) is the fully burdened fixed price hourly rate. Contractor's may discount from these rates in response to Task Order Proposal Requests (TOPRs) but shall not exceed the ceiling rates.

The labor categories and rates shall be listed in the labor rate pricing form at attachment 03 (Excel version).

At the time of task order award and/or at the time of task order option exercise the task order CLINs may be funded incrementally consistent with the availability of funds.

(End of Section B)

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The contractor shall provide the services set forth in the CATTS Performance Work Statement (Attachment 01) and the attachments referenced in Section J in accordance with the provisions and clauses included in the solicitation, contract and any subsequent amendments and modifications thereto. Additional requirements and clauses may be set forth as required at the task order level.

C.1 PERFORMANCE WORK STATEMENT (PWS)

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified) to perform the Performance Work Statement below.

C.2 BACKGROUND, SCOPE AND OBJECTIVES

The Department of Commerce (DOC) has a wide range of responsibilities in the areas of trade, economic development, technology, entrepreneurship and business development, environmental stewardship, and statistical research and analysis. Within the federal government, the DOC is also the principal defender and champion of the digital economy. Data from the DOC touches every American and influences daily business decisions. Additionally, data derived from DOC systems enables start-ups, moves markets, protects life and property, and powers both small and multi-billion-dollar companies. DOC promotes job creation and economic growth by ensuring fair and reciprocal trade, providing the data necessary to support commerce and constitutional democracy, and fostering innovation by setting standards and conducting foundational research and development. The DOC operating units are in all 50 states, every U.S. territory, and more than 86 countries worldwide, and provide U.S.-based companies and entrepreneurs invaluable tools through programs such as the Decennial Census, the National Weather Service, Export Administration, NOAA Fisheries, and the Foreign Commercial Service. Among many other functions, the Department oversees ocean and coastal navigation, helps negotiate bilateral trade agreements, and enforces laws that ensure a level playing field for American businesses and workers.

The Office of the Chief Information Officer (OCIO) is an Operating Unit within the Office of the Secretary (OS). The OCIO is responsible for ensuring that the department's programs make full and appropriate use of information technology. It supports the increased use of leading-edge technology to enable the department to carry out its mission more efficiently, with improved products and services at the lowest cost.

OCIO's vision is to leverage Cloud-based platforms delivering IT "as-a-service" and ensuring redundancy, agility, and responsiveness in delivering solutions quickly and securely to support new business requirements. The department is moving in a direction of minimizing the capital investments needed every three-to-five years for a technology refresh of obsolete infrastructure equipment and hardware. Utilizing IT as a service, the DOC can position itself to meet the strategic goals, deliver its missions, and be recognized as a leader within future administrations and the federal enterprise in its use of Information Technology.

The Office of Solutions and Service Delivery (OSSD) is located within the OCIO's Office and is responsible for management of the Herbert C. Hoover Building network (HCHBNet). OSSD provides complete IT solutions to customers by leveraging industry-leading infrastructure and advanced technology service solutions to maintain and improve their experience. OSSD also provides services delivery, which entail collaboration with the customer to improve the quality of our products and services utilizing network and web-resources to deliver a consistent, reliable, and dependable platform to assist in fulfilling the customer's business needs.

The scope of this requirement is to obtain industry partner support to provide services in the following task areas:

- Task Area 1: Chief Information Officer (CIO) Support
- Task Area 2: Digital Document and Records Management
- Task Area 3: Managed Service Outsourcing and Consulting
- Task Area 4: IT Operations and Maintenance
- Task Area 5: Information Technology Services Management
- Task Area 6: Cyber Security

C.3 REQUIREMENTS

C.3.1 Tasks Order Specific Requirements

Individual task orders issued under this indefinite delivery vehicle (IDV) will be managed, monitored and evaluated by the federal personnel as specified in the task order. Task orders will describe the required work to be performed, period of performance and any unique terms not addressed in this contract.

C.3.2 Information Technology Services

The Contractor shall provide qualified technical support to perform the general responsibilities as identified in the CATTs Performance Work Statement (PWS). Services shall be provided as directed by discrete task orders for any organization within the Department. The labor categories provide for basic competencies to be applied to any office, program or system as identified in task orders. All final decisions will be made by federal personnel.

C.3.3 Performance Standards

- The Contractor shall provide proposals to Task Order requirements within fourteen (14) calendar days after issuance of Task Order Proposal Request (TOPR), unless a later date is specified.
- The Contractor shall be prepared to provide services requested to the assigned place of duty in the task order thirty (30) working days from issuance of the order, unless a later date is specified.

C.4 HOURS OF OPERATION

Hours of operation will be identified in individual task orders. General facility base hours are between 8:00 am and 5:00 pm Monday through Friday. Extended hours are not an authorization for overtime or premium pay.

Generally, Government offices are closed for the following Federal holidays and occasionally during other designated periods. Contractors who may be working at DOC or other Government facilities shall not be able to perform activities onsite on these days or during those periods designated for closure:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Juneteenth National Independence Day	

When any such holiday falls on a Saturday, the preceding Friday is observed; when any such holiday falls on Sunday, the following Monday is observed.

Government closures may occur during the contract performance period as a result of Executive Order, Office of Personnel Management direction or other form of Federal proclamation. These closures are often due to inclement weather, potentially hazardous conditions or other special circumstances. Closures or delays of this nature during the performance period do not entitle the Contractor to compensation for time not worked or to an automatic period of performance extension.

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 of compensation except as set forth within the contract. In the event the Contractor's personnel are authorized by the Government to work during the holiday at a government site, they may be reimbursed by the Contractor; however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

When the Federal entities grant excused absence to its employees, the Contractor agrees to continue to provide sufficient personnel at a government site to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the CO or the COR.

If Government personnel are furloughed, the Contractor shall contact the CO, or the COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:

(1) Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal work station), shall continue to work and the contract price shall not be reduced or increased.

(2) Contractor personnel that are not able to continue contract performance (e.g., support functions), may be asked to cease their work effort.

In those situations that Government personnel are furloughed, the Contractor may not invoice for their employees working during the Government furlough unless otherwise authorized by OMB, or until such time as any special legislation affecting Government personnel is signed into law.

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.

C.5 GOVERNMENT FURNISHED RESOURCES

For tasks performed in a Government facility, the Government will generally furnish the following resources as defined in the task order:

- Access to facilities
- Furnished office work space
- Telephone
- Computer equipment
- Email account
- Network connectivity and access
- Filing and storage
- Office supplies

C.6 TRAINING, LICENSES AND CERTIFICATIONS

The Contractor shall be responsible for any special training, licensing and certifications of Contractor personnel necessary to provide the expertise and support required by this contract.

C.7 IDENTIFICATION OF CONTRACTOR EMPLOYEES

All contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

C.8 TRAVEL

Travel may be required to meet with customers and/or vendors. Authorized travel will be identified in individual task orders. If travel is not specifically authorized in writing, travel is not authorized as a separate billable expense. Authorized travel shall be in accordance with the Federal Travel Regulation and the Federal Acquisition Regulation part 31.205-46. Travel reimbursed under task orders issued under this contract shall be based on the most economical form of transportation available only. Any costs deemed unreasonable will be reduced to a reasonable amount. Improper costs will be disallowed and deducted from the invoice. Any exceptions shall be fully justified and documented with the invoice. All travel shall be scheduled sufficiently in advance to take advantage of available discount rates.

Travel requirements shall be met using the most economical form of transportation available. This includes using connecting rather than direct flights, and reasonable efforts to insure the most economical flights are secured. Simply relying on a travel agent may not be sufficient. If economy class transportation is not available, the invoice must include justification for use of higher-class travel indicating dates, times, and flight numbers.

Information on current Federal Travel Regulations and current per diem rates may be obtained at the following web site:

<http://www.gsa.gov/portal/category/21287>

C.9 SECURITY REQUIREMENTS

C.9.1 Security Implementation

The Contractor shall establish and implement security aspects of the contract execution environment (i.e. policies, procedures, standards, resources, controls, and outcomes to include applicable verification testing) that are compliant, effective, and reliable in the areas of personnel security (for clearances and access), information security and assurance, and physical security and protection of facilities and infrastructure.

C.9.2 Physical Security

The Contractor shall ensure access to Contractor buildings, rooms, work areas and spaces, and structures that house DOC sensitive information or IT systems through which DOC sensitive information can be accessed, is limited to authorized personnel. The Contractor shall ensure controls are implemented to deter, detect, monitor, restrict, and regulate access to controlled areas at all times. Controls shall be sufficient to safeguard IT assets and sensitive information against misuse, loss, theft, destruction, accidental damage, hazardous conditions, fire, malicious actions, and natural disasters.

Additionally, work may require access to DOC owned/operated SCIFs to perform assigned duties such as end-user support, systems administration, or cybersecurity intelligence activities. These functions will be required to be performed on-site at DOC SCIF facilities. Contractors will NOT be required or authorized for off-site storage of classified information at contractor owned facilities.

C.9.3 Badges

All Contractors shall complete a Department of Commerce Personal Identity Verification (PIV) Request form CD-591 and Common Access Card (CAC) form 1172-2 prior to being granted access to U.S. federal Government facilities.

In addition, all Contractors will be issued a CAC badge, in compliance with Homeland Security Presidential Directive 12/HSPD. This technically advanced picture-ID badge will enhance the security of all federally controlled facilities and computer systems to ensure a safer environment for all Federal employees and Contractors. To receive a CAC card all personnel must have successfully cleared all DOC and Federal investigation and background checks.

C.9.4 Exit Interviews

The Contractor shall conduct exit interviews with all departing Contractors and return Government-issued identification badges and Government-issued equipment to the COR. In accordance with FAR 52.245-1, Government Property, the Contractor shall prepare for shipment and delivery f.o.b. origin any Government-issued laptop, cellular phone, or other business equipment taken off-site and is responsible for the cost of shipping and risk of loss.

C.10 CONFLICTS OF INTEREST

Contractor and subcontractor personnel performing work under this contract may receive, have access to, and/or participate in the development of government requirements which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. To mitigate these conflicts, the Contractor shall be prohibited from competing on solicitations resulting from this work and the Contractor's employees will be required to sign non-disclosure agreements (NDA).

C.11 DATA RIGHTS

The Government has unlimited rights to all documents/material produced under task orders. All documents and materials, to include the source code of any software produced, designs, blueprints and plans, whether resulting in a solicitation or not, shall be Government owned and the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the CO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

C.12 DIRECT LABOR COSTS

Direct Labor costs under this contract includes Contractor employee labor, Sub-Contractor employee labor and Consultant labor. Maximum direct labor rates are identified in Section B, Schedule of Rates.

C.13 REPORTS AND DELIVERABLES

The following reports and deliverables are required at the contract level during performance of this contract. If additional reports are required, they will be defined at the task order level

C.13.1 Post Award Conference

The Contractor shall attend a post award conference scheduled within 30 days after contract award. Location will be at the DOC, 1401 Constitution Ave NW, Washington, DC or virtually.

C.13.2 Monthly Status and Financial Report

The Contractor shall prepare and submit a Status and Financial Report by the 10th of every month for the previous month.

The report shall provide the following:

- The Monthly Financial Report (MFR) shall follow the basic format of Price Schedule by task order. Monthly invoices shall match the MFR
- Ordering Activity—the total number of orders completed during the month, total number of those in progress, average time to process and status of any order that exceeds the standard performance timeline for placement.
- Personnel—provide information on personnel status that may jeopardize mission accomplishment.

C.13.3 Periodic Progress Meetings

The Contractor shall attend progress meetings requested by the contracting activity. The Contracting Officer, Contracting Officer's Representative (COR), and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the CO will apprise the Contractor of how the government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

C.13.4 Task Order Reports and Deliverables

Task order reports and deliverables will be specified at the task order level.

C.14 DELIVERABLES

The contractor shall prepare and submit the deliverables as required and defined in this PWS in accordance with the Schedule of Deliverables, Section F.3.

(End of Section C)

SECTION D - PACKAGING AND MARKING

The Contract number and task order number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

(End of Section D)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE

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

<https://www.acquisition.gov>

52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE (AUG 1996)
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)
52.246-6	INSPECTION OF SERVICES--TIME AND MATERIAL OR LABOR HOUR (MAY 2010)

E.2 CLAUSES INCORPORATED IN FULL TEXT

CAR 1352.246-70 PLACE OF ACCEPTANCE (APR 2010)

(a) The Contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract.

(b) Unless otherwise designated by the COR, the place of acceptance will be:

U.S. Department of Commerce
Office of the Chief Information
Officer (OCIO)
1401 Constitution Ave NW
Washington, DC 20230

E.3 SCOPE OF INSPECTION

The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

All deliverables will be inspected for content, completeness, accuracy and conformation to contract requirements by the COR. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables. The scope and nature of testing will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables in accordance with inspection and acceptance requirements defined in the contract, including the PWS and the Quality Assurance Surveillance Plan (QASP) as applicable.

(End of Section E)

SECTION F - DELIVERIES AND PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

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

<https://www.acquisition.gov>

52.242-15 STOP-WORK ORDER (AUG 1989)
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
52.247-34 F.O.B. DESTINATION (NOV 1991)

F.2 CLAUSES INCORPORATED IN FULL TEXT

NOTE: Base and option year period of performance start and end dates are based on a projected award date by May 18, 2021 and may be adjusted to coincide with date of actual award.

CAR 1352.270-70 PERIOD OF PERFORMANCE (APR 2010)

NOTE: Base and option year period of performance start and end dates are based on a projected award date by May 18, 2022 and may be adjusted to coincide with date of actual award.

(a) The base period of performance of this contract is from **May 18, 2022 through May 17, 2023**. If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

Period	Start Date	End Date	Duration
Option Period 1	May 18, 2023	May 17, 2024	1 Year
Option Period 2	May 18, 2024	May 17, 2027	3 Years
Option Period 3	May 18, 2027	May 17, 2030	3 Years
Option Period 4	May 18, 2030	May 17, 2032	2 Years

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

F.3 PLACE OF PERFORMANCE

The requirements of this contract shall be performed at multiple locations within the United States including, but not limited to, the following locations:

- The contractor's facilities
- Department of Commerce, Office of the Secretary locations
 - US Department of Commerce Herbert C Hoover Building (HCHB)
 - 1401 Constitution Ave NW, Washington DC 20230
- National Oceanic and Atmospheric Administration (NOAA) locations
 - NOAA Headquarters in Silver Spring
 - 1335 East West Highway, Silver Spring, MD 20910
 - NOAA Finance Office
 - 20020 Century Blvd, Germantown MD 20874
- National Institute of Standards and Technology (NIST) locations
 - NIST Headquarters in Gaithersburg
 - 100 Bureau Drive, Gaithersburg MD 20899
- Census Bureau locations
 - Census Headquarters
 - 4600 Silver Hill Road, Hillcrest Heights MD 20746
- Other Department of Commerce and bureau locations as required

F.4 SCHEDULE OF DELIVERABLES

All deliverables, including administrative deliverables required during the period of performance of this contract, shall be in accordance with the terms and conditions of the contract. For lists of deliverables specific to technical performance requirements please reference the attached Performance Work Statement or the subsequent task order requirements documents.

For purposes of delivery, all deliverables shall be made by close of business (COB) 4:30 P.M. local time at the destination, Monday through Friday, unless stated otherwise.

All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the initial deliverable shall not be accepted. A replacement file shall be provided within two (2) business days after notification.

Any failure of the Contractor to adhere to a delivery schedule or deliverable requirement may be reflected in the Contractor's past performance report.

Deliverable	PWS Reference	Delivery Date	Format	Quantity
Post Award Conference	C.15.1	Within 30 days after award.	Meeting	1
Monthly Status and Financial Report	C.15.2	10 th of Every Month	Electronic MS Office or PDF	1
Progress Meetings	C.15.3	As Required	Meeting	As Required but no less frequent than quarterly

F.5 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) outlines the general standards of performance required by this contract. More specific performance requirements will be identified at the task order level.

Performance Objective	Performance Standard	Performance Threshold	Method of Surveillance
PRS #1. The Contractor shall provide qualified professional support to meet customer demands.	The Contractor provided staff shall meet the required performance capabilities as defined in PWS and conform to standard operating procedures of the office described in the task order.	Contractor staff shall possess knowledge and experience to perform the duties identified in task orders.	Government employees will monitor workload throughput and quality.
PRS #2 The Contractor staff shall report to their assigned tour of duty on time.	The Contractor shall report on-time to their assigned tour of duty. Provide adequate personnel coverage for schedule and unscheduled absences.	Not more than 15 minutes late once per week, 30 minutes late once per month.	The COR will be alerted to coverage gaps
PRS #3 The Contractor shall provide the required staff needed to meet mission requirements.	The Contractor shall recruit, employ and deliver the required staff support in accordance with the time limits stated.	Staff shall arrive ready for duty within the timelines identified at least 85% of the time. No order for staff shall exceed 25 calendar days before the personnel report.	Metrics on performance will be captured on every action. Time begins when task order is issued.
PRS #4 The Contractor shall meet delivery schedule.	The Contractor shall make required deliveries per the PWS	Make deliveries as required 90% of the time. No delivery shall exceed 3 days late.	Deliveries will be recorded when made.

F.6 GOVERNMENT RIGHTS TO DELIVERABLES

All deliverables provided under this contract become the property of the U.S. Government. The Government has unlimited rights to all documents/material produced under this contract pursuant to FAR 52.227-14, Rights in Data-General. All documents and materials shall be

Government owned and the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the CO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. These rights do not abrogate any other Government rights.

F.7 TIMELY NOTICE TO THE GOVERNMENT OF PERFORMANCE DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or completion date, or as soon as the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the COR and CO, in writing.

This notification shall give pertinent details, but this data shall be informational only in character; this term shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

(End of Section F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED IN FULL TEXT

CAR 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)

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.

CAR 1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (APR 2010)

(a) (To Be Identified at Time of Award) is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract.

Address:

Phone Number:

Email:

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR 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 COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

CAR 1352.216-74 TASK ORDERS (APR 2010)

(a) In task order contracts, all work shall be initiated only by issuance of fully executed task orders issued by the Contracting Officer. The work to be performed under these orders must be within the scope of the contract. The Government is only liable for labor hours and costs expended under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work and costs. Charges for any work not authorized shall be disallowed.

(b) For each task order under the contract, the Contracting Office shall send a request for proposal to the contractor(s). The request will contain a description of the tasks to be achieved, a schedule for completion, and deliverables to be provided by the contractor as applicable.

(c) The contractor shall submit a proposal defining the technical approach to be taken to complete the task order, work schedule and proposed cost/price.

(d) After negotiations or exchanges, if any, the contractor shall submit a final proposal.

(e) Task orders will be considered fully executed upon signature of the Contracting Officer and may be issued unilaterally in response to an offeror's proposal. The contractor shall begin work on the task order in accordance with the effective date of the order.

(f) The contractor shall notify the Contracting Officer of any instructions or guidance given that may impact the cost, schedule or deliverables of the task order. A formal modification to the task order must be issued by the Contracting Officer before any changes can be made.

(g) Task orders may be placed during the period of performance of the contract. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect at the time the task order is issued.

(h) If multiple awards are made by the Government, the CO shall provide each awardee a fair opportunity to be considered for each task order over the micro-purchase threshold unless one of the exceptions at FAR 16.505(b) applies.

CAR 1352.216-76 PLACEMENT OF ORDERS (APR 2010)

(a) The contractor shall provide goods and/or services under this contract only as directed in orders issued by authorized individuals. Each order will include:

- (1) Date of order;
- (2) Contract number and order number;
- (3) Item number and description, quantity, and unit price or estimated cost or fee;
- (4) Delivery or performance date;
- (5) Place of delivery or performance (including consignee);
- (6) Packaging, packing, and shipping instructions, if any;
- (7) Accounting and appropriation data;
- (8) Method of payment and payment office, if not specified in the contract;
- (9) Any other pertinent information.

(b) In accordance with FAR 52.216-18, Ordering, the following individuals (or activities) are authorized to place orders against this contract:

Enterprise Services – Acquisition (ES-A) is the cognizant contracting activity within the Department for placing orders under this IDIQ on behalf of the whole Department. ES-A Contracting Officers are authorized for placement of orders under this IDIQ.

(c) If multiple awards have been made, the contact information for the DOC task and delivery order ombudsman is: The ES-A Senior Bureau Procurement Officer: Christopher Wallis
cwallis@doc.gov

CAR 1352.245-70 GOVERNMENT FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the contractor. The contractor shall be accountable for, and have stewardship of, the property in the performance of this contract. This property shall be used and maintained by the contractor in accordance with provisions of the "Government Property" clause included in this contract.

Government Property will be identified on individual task orders.

G.2 PAYMENT – (FIRM FIXED PRICE)

Payment of the prices delineated in this contract will be made after DOC's inspection and acceptance of the deliverables and receipt of a proper invoice.

G.3 PAYMENT— (TIME & MATERIALS/LABOR HOUR)

For Time and Material, payment will be made on a monthly basis (unless otherwise indicated in the task order) after acceptance of work and receipt of a proper invoice. The Contractor shall provide sufficient detail, including fully burdened labor rates and hours worked, and receipts for material to support the invoice.

The Contractor shall not accrue costs in excess of the amount funded under this Time and Material contract. Any work performed in excess of the amount funded is at the Contractor's own risk.

G.4 NOTIFICATION OF EXPENDITURE OF FUNDS – (TIME & MATERIAL/LABOR HOURS)

The Contractor shall notify the Contract Specialist and COR in writing, within 5 calendar days, when costs incurred exceed 75% of the obligated funds.

G.5 APPLICATION OF ESCALATION RATES ON T&M TASK ORDERS

The Contractor shall escalate rates in T&M task orders no earlier than twelve (12) months from the date the order is issued in accordance with the schedule of rates in Section B. The rate effective at the time of task order issuance shall remain in effect for twelve continuous months unless there is a task order option period shorter than 12-months; regardless of the amount of time remaining before the IDIQ rate escalation occurs. Subsequent task order option periods shall similarly escalate to the published or proposed rate for that next option period and remain in effect for a period of twelve additional months before escalating.

G.6 NON-PERSONAL SERVICES

No personal services, as defined by subpart 37.104 of the FAR, shall be performed under the subject 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 functions under this contract. No Contractor employee shall represent themselves 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 or other Government employees, 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 agencies, the Contractor employee shall state that he/she has no authority to in any way change the contract. If any Contractor believes that a communication is a direction to change its contract, he or she should notify the 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 and consultants working on the subject contract are informed of the substance of this section. 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 section shall be included in all subcontracts at any tier.

G.7 AUTHORIZATION OF GOVERNMENT PAID TRAVEL

Long distance travel may be necessary in order to accomplish certain task(s) required by this contract and will be identified within the individual orders. Long distance travel must be deemed necessary and authorized by the COR prior to the date of travel in order to be paid for by the Government. Only in exceptional circumstances will travel be reimbursed at more than applicable rates cited in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the United States or the Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered above. Local travel is considered to be travel within 50 miles of the contractor's duty station under this contract and is not eligible for reimbursement.

G.8 SUBMITTAL OF INVOICES

Submit invoices and required supporting documents, electronically via e-mail to the following e-mail address:

Specified in task orders. If the task order does not specify then email to invoice@nist.gov.

Email a copy of the invoice to the Contracting Officer and the Contracting Officer's Representative.

Invoices shall be prepared as follows:

- (a) A separate invoice shall be submitted for each billing period under this contract.
- (b) Invoices shall be submitted within 10 days after delivery or performance of work, but not more frequently than monthly
- (c) Include the invoice and supporting documents as an attached PDF document.
- (d) Include in the e-mail subject line the following:
 - (i) Invoice #
 - (ii) Contract Number
 - (iii) Name of your Company/Organization
 - (iv) Attention: Contract Specialist
 - (v) Example: Invoice No. 1 of Contract No 1331L5-19-F-1350-0001 ABC Corporation, Attention: Jimmy Dear
- (e) Documentation shall include:
 - (i) Name and address of the Contractor.
 - (ii) Invoice number and invoice date
 - (iii) Contract number and title.
 - (iv) Period of work billed.
 - (v) Amount billed by CLIN under the contract
 - (vi) Hours expended per individual under the Task Order (for Time and Material/Labor Hour Task Orders)
 - (vii) Total amount of billing and cumulative total billed for all work under the contract to date.
 - (viii) Name and address of the individual to whom payment should be sent.
 - (ix) Name, title, phone number, and mailing address of person to be contacted in the event of a defective invoice.
 - (x) Name of the Contracting Officer.
- (f) If the invoice and supporting documents exceed 8 MB, the Contractor shall submit the invoice via the postal service to:

Specified in task orders. If task order does not specify, send to:

NIST Accounts Payable Office
Bldg 101, Room A-836 MS 1621
100 Bureau Drive
Gaithersburg, MD 20899
Telephone: (301) 975-2261
Fax: (301) 975-8283
Email: invoice@nist.gov

G.9 IDIQ CONTRACTOR PROGRAM MANAGER

The Contractor's corporate management structure shall guarantee senior, high-level, program management of the CATTs IDIQ Program. The Contractor shall assign a Program Manager, who is a direct employee of the company, to represent the Contractor as a primary point-of-contact and to manage functions relating to the IDIQ Contract and task orders solicited and issued under

the IDIQ Contract. The Contractor Program Manager responsibilities include, but are not limited to:

- Representing the Contractor as the primary point-of-contact for the PCO/ACO to help resolve issues and perform other functions that may arise relating to the contract and task orders under the contract;
- Advising and assisting CATTS IDIQ customers regarding the technical scope of the IDIQ Contract and the overall attributes of the CATTS IDIQ;
- Educating and training Contractor staff to ensure that they are able to effectively communicate with existing and potential customers regarding the technical scope, the value, and the benefits of the IDIQ;
- Providing all reporting information required under the contract accurately and in a timely manner;
- Attending CATTS meetings and conferences, as required.

Name, email address, and telephone number of the Program Manager shall be emailed to CATTS@doc.gov within 30 calendar days of the Notice to Proceed. The Contractor shall ensure that DOC has current contact information for the Contractor's Program Manager. The Contractor shall notify DOC at CATTS@doc.gov any time there is a change in the Program Manager or their contact information. All costs associated with the Contractor's Program Manager shall be at no direct cost to the Government.

(End of Section G)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE

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

<https://www.acquisition.gov>

1352.208-70	RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010)
1352.209-72	RESTRICTIONS AGAINST DISCLOSURE (APR 2010)
1352.209-73	COMPLIANCE WITH THE LAWS (APR 2010)
1352.228-72	DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE-FIXED PRICE (APR 2010)
1352.231-71	DUPLICATION OF EFFORT (APR 2010)
1352.237-70	SECURITY PROCESSING REQUIREMENTS-HIGH OR MODERATE RISK CONTRACTS (APR 2010)
1352.237-73	FOREIGN NATIONAL VISITOR AND GUEST ACCESS TO DEPARTMENTAL RESOURCES (APR 2010)
1352.239-70	SOFTWARE LICENSE ADDENDUM (APR 2010)
1352.239-72	SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (APR 2010)

H.2 CLAUSES INCORPORATED IN FULL TEXT

CAR 1352.209-70 POTENTIAL CONFLICT OF INTEREST (APR 2010)

(a) There is a potential organizational conflict of interest (see FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest) due to the inherent nature of the different types of task orders that may be issued under this vehicle. Task orders will specify if award would preclude working on other task orders. Accordingly:

(1) Restrictions are needed to ensure that future Conflicts of Interest are mitigated or avoided for the competition of task orders.

(2) As a part of the proposal, the offeror shall provide the Contracting Officer with complete information regarding previous or ongoing work that is in any way associated with the contemplated acquisition.

(b) If award is made to the offeror, the resulting contract may include an organizational conflict of interest limitation applicable to subsequent Government work, at either a prime contract level, at any subcontract tier, or both. During evaluation of proposals, the Government may, after discussions with the offeror and consideration of ways to avoid the conflict of interest, insert a provision in the resulting contract that shall disqualify the offeror from further consideration for award of specified future contracts.

(c) The organizational conflict of interest clause included in this solicitation may be modified or deleted during negotiations.

CAR 1352.209-71 LIMITATION OF FUTURE CONTRACTING (APR 2010), ALT III, ALT IV, ALT V,

(a) The following restrictions and definitions apply to prevent conflicting roles, which may bias the contractor's judgment or objectivity, or to preclude the contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.

(1) Descriptions or definitions:

(i) "Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries, and successors in interest.

(ii) "Development" means all efforts towards solution of broadly defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

(iii) "Proprietary Information" means all information designated as proprietary in accordance with law and regulation and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

(iv) "System" means the system (or systems) that are the subject of this contract.

(v) "System Life" means all phases of the system's development, production, or support.

(vi) "Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

(vii) "Technical Direction" means developing work statements, determining parameters, directing other contractors' operations, or resolving technical controversies.

(2) Restrictions: The contractor may either prepare or assist in preparing a work statement for use in competitively acquiring services in support of a task order underneath the CATTs Program, or provide material leading directly, predictably, and without delay to such a work statement. The contractor may not supply the services contained in such work statement for a period of one year after expiration of the instant contract as either the prime or subcontractor unless it becomes the sole source, has participated in the design or development work, or more than one contractor has participated in preparing the work statement.

(b) The contractor may gain access to proprietary information of other companies during contract performance. The contractor agrees to enter into company-to-company agreements to

protect another company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company, and to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the contractor shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information which is available to the Government or to the contractor from other sources and information furnished voluntarily without restriction.

(c) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the Contracting Officer.

CAR 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

(a) Purpose. The purpose of this clause is to ensure that the contractor and its subcontractors:

- (1) Are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this contract, and
- (2) Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(c) Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the contractor and all subcontractors. 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, and that the contractor has disclosed all relevant information regarding any actual or potential conflict. The contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting Officer of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

(d) Remedies. The Contracting Officer may terminate this contract for convenience, in whole or in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the contractor fails to disclose facts pertaining to the existence of a

potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the contract for default, suspend or debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

- (e) Subcontracts. The contractor shall include a clause substantially similar to this clause, including paragraphs (f) and (g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. The terms "contract," "contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.
- (f) Prime Contractor Responsibilities. The contractor shall obtain from its subcontractors or consultants the disclosure required in FAR Part 9.507–1 and shall determine in writing whether the interests disclosed present an actual, or significant potential for, an organizational conflict of interest. The contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the contract to the satisfaction of the Contracting Officer. If the subcontractor's organizational conflict cannot be avoided, neutralized, or mitigated, the contractor must obtain the written approval of the Contracting Officer prior to entering into the subcontract. If the contractor becomes aware of a subcontractor's potential or actual organizational conflict of interest after contract award, the contractor agrees that the Contractor may be required to eliminate the subcontractor from its team, at the contractor's own risk.
- (g) Waiver. The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the contractor may at any time seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer, including a full written description of the requested waiver and the reasons in support thereof.

CAR 1352.227-70 RIGHTS IN DATA, ASSIGNMENT OF COPYRIGHT (APR 2010)

In accordance with 48 CFR 52.227–17, Rights in Data—Special Works, the contractor agrees to assign copyright to data, including reports and other copyrightable materials, first produced in performance of this contract to the United States Government, as represented by the Secretary of Commerce.

CAR 1352.228-70 INSURANCE COVERAGE (APR 2010)

(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, they 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) When special circumstances apply in accordance with FAR 28.307–2(b), Property Damage Liability Insurance shall be required in the amount of \$____[insert zero unless special circumstances apply, if applicable, insert dollar amount.].

(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 Contractor shall provide, vessel collision liability and protection and indemnity liability insurance as determined by the Government.

H.3 CONTRACTOR IDENTIFICATION RESPONSIBILITIES

(a) During performance of the subject contract, the rights of ingress and egress to and from any Government office for Contractor's personnel shall be made available, as deemed necessary by the Government. All Contractor employees must identify themselves as contractors in all communications. All Contractor employees, whose duties under this contract require their presence at any Government facility, shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges may be worn on the outer garment. Obtaining the corporate identification badge is the sole responsibility of the Contractor. All prescribed information shall immediately be delivered to the appropriate Government Security Office for cancellation or disposition upon the termination of employment of any Contractor personnel. All on-site Contractor personnel shall abide by security regulations applicable to that site.

All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties, are required to identify themselves as such to avoid creating an impression in the minds of the public that they are Government officials.

(b) All documents or reports produced by the Contractor shall be suitably marked as Contractor products or that Contractor participation is appropriately identified.

H.4 NOTICE REQUIREMENT

The Contractor shall immediately inform the Contracting Officer and the Contracting Officer's Representative in the event that the Contractor's Chairman of the Board of Directors or other official initiates any investigation by an independent auditor of potential corporate insolvency.

H.5 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

(a) Interim and final evaluations of Contractor performance will be prepared on this contract in accordance with FAR 42.1502 and CAM 1342.15. The final performance evaluations will be prepared at the time of completion of work.

(b) The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The Contractor will be permitted 30 calendar days to respond unless an extension for an additional 30 days is requested in writing to the Contracting Officer. Contractor response is voluntary. If the Contractor does not respond within 30 days (60 days if extension is requested), the Government will presume that the Contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final.

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

(d) The DOC Enterprise Acquisition Office (EAO) utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. CPARS hosts a suite of web-enabled applications that are used to document Contractor performance information that is required by Federal Regulations.

(e) The CPARS module assesses performance on contracts for Systems, Services, Information Technology, and Operations Support. CPARS reference material can be accessed at <http://www.cpars.gov/>. The registration process requires the Contractor to identify an individual that will serve as a primary contact. This individual will be authorized access to the evaluation for review and comment. In addition, the Contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. After the DOC Contract Specialist registers the contract in CPARS,

the Contractor will receive a system generated e-mail notifying him/her that the contract is registered. A system generated e-mail will also provide the Contractor with a User ID if the person does not already have a CPARS User ID.

(f) Once a performance evaluation has been prepared and is ready for comment, the Contractor representative will receive a system generated e-mail notification that the performance evaluation is electronically available for review and comment. The Contractor representative will receive an automated e-mail whenever an assessment is completed and can subsequently retrieve the completed assessment from CPARS. Contractors may access evaluations at <http://www.cpars.gov/> for review and comment in CPARS.

H.6 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

In accordance with Federal Acquisition Regulation (FAR) 25.204-1(b) the completed and submitted "Representations, Certifications, and Other Statements of Offeror" as Section K of the solicitation are hereby incorporated by reference in this resulting contract.

H.7 POST AWARD CONFERENCE

The Contractor shall participate in a post award conference to be held within thirty (30) business days after award of this contract. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identify and resolve potential problems (See FAR Subpart 42.5, *Post- award Orientation*).

The CO is responsible for establishing the time and place of the conference and will notify the appropriate Government representatives and the Contractors. The conference may be conducted at a location within the Washington, D.C. commuting area at the Government's discretion or regionally to facilitate Contractor attendance.

H.8 UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT PERSONNEL

The Contractor will not accept technical direction issued by any other person employed by the U.S. Government other than the Contracting Officer or the Contracting Officer's Representative (COR) acting within the limits of their authority.

No information, other than that which may be contained in an authorized modification to this contract will be considered as grounds for deviation from any stipulations of the contract's terms and conditions.

H.9 CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the Government under the terms of this contract. For the purpose of this contract, a written commitment by the Contractor consists of the Contractor's offer as contained in its proposal to meet and/or exceed contract requirements. Written commitments by the Contractor are further defined as including, but not limited to:

a. Any warranty or representation made by the Contractor in a proposal as to hardware or software performance; total systems performance; other physical, design, or functioning

characteristics of a machine, software package, or system, or installation date;

b. Any warranty or representation made by the Contractor concerning the system or performance characteristics or specifications accompanying or referred to in a proposal; and

c. Any modification of or affirmation or representation relating to the above which is made by the Contractor in or during the course of negotiations pre or post award.

d. This clause shall not be construed as resulting in the general incorporation of the awardee's proposal into the contract, or of Government acceptance of any contractor assumptions or exceptions, or any statements that qualify any contract requirements.

H.10 NOTICE OF PARTICIPATION OF NON-GOVERNMENT OR NON-COMMERCE PERSONNEL

The Contractor is advised that the Government may utilize the outside Contractors and/or Consultants, or other federal agencies listed below to assist in the administration of this contract. These Contractors/Consultants or Government personnel will have access to any and all information submitted by the Contractor and will be subject to the restrictions contained in CAR Clauses 1352.209-71 – Limitation of Future Contracting, 1352.209-72 – Restrictions Against Disclosure, 1352.209-74 – Organizational Conflict of Interest, and FAR Clause 52.203-16 – Preventing Personal Conflicts of Interest. The companies/organizations employing the subject Contractors/Consultants are also required to comply with these same confidentiality restrictions. All non-federal personnel supporting the government in the administration of this contract will have executed Non-Disclosure Agreements.

H.11 SUPPLY CHAIN RISK MANAGEMENT REQUIREMENTS

The Contractor shall comply with all Supply Chain Risk Management (SCRM) requirements as specified in this contract. The Contractor shall support the Government in proactively identifying and responding to potential SCRM issues, as well as developing alternative solutions as required. SCRA reviews will be required at the task order level as applicable only and are not required for award of the CATTS IDIQ.

H.11.1 Notice of Supply Chain Risk Assessment (Sept 2015)

The Department of Commerce will review the supply chain risk and conduct a risk assessment for this acquisition. Offerors and awardees shall provide any information the Department deems necessary to facilitate its Supply Chain Risk Assessment (SCRA) including, but not limited to, the data requested by the clause H.16.3 – Supply Chain Risk Assessment Information (Sept 2015) included in this solicitation. By submission of its proposal, the offeror acknowledges the Department may reject any offer without recourse or explanation if the Department determines the proposal presents an unacceptable risk.

(End of Clause)

H.11.2 Non-Destructive and Destructive Testing (Sept 2015)

The Department of Commerce may engage in non-destructive and/or destructive testing of any information system, equipment and software to determine whether it will negatively affect the security or performance of a Department of Commerce information system.

(End of Clause)

H.11.3 Supply Chain Risk Assessment Information (Sept 2015)

The offeror/contractor shall submit the following information with its proposal, or after award at the Government's request:

(A)

- (1) Its identity, including that of each parent and/or subsidiary corporate entities.
- (2) The identity of any proposed subcontractors (including but not limited to suppliers, distributors, and manufacturers) involved in its supply chain.
- (3) The degree of any foreign ownership in or control of the entities identified under (A)(1) or (2).
- (4) The names and dates of birth of the offeror's/contractor's corporate officers identified under (A)(1) or (2), including this information for subcontractors (including but not limited to suppliers, distributors, and manufacturers).
- (5) Whether the offeror/contractor and subcontractors (including but not limited to suppliers, distributors, and manufacturers) maintain a:
 - i. Formal security program that includes personnel security;
 - ii. Information security program;
 - iii. Physical security program;
 - iv. Cyber security program; and
 - v. Supply chain risk management program.
- (6) The name and locations of each facility where any information system, IT hardware and/or software to be delivered under the contract or task order was designed, manufactured, packaged and stored prior to distribution.
- (7) Whether a separation of duties exists during the development process of any information system, IT hardware and/or software to be delivered under the contract or task order.
- (8) The means and method for delivering any information system, IT hardware and/or software to be delivered under the contract or task order, including the name(s) of any entity responsible for transport or storage. This information should address whether the information system, IT hardware and/or software will be direct-shipped to the Department.

- (9) Whether the proposed information system, IT hardware and/or software includes a service agreement required by the contract or task order, and, if so, the identity of the contractor/subcontractor(s) who will provide this follow-on service, and how the

services will be delivered/deployed (e.g., via on-site service? Remotely via internet?)

- (10) The identity of the entity that will provide disposal services of any information system, IT hardware and/or software required by the contract or task order.

(B) The Government may request and the offeror/contractor shall provide additional information if necessary.

(C) The offeror/contractor shall include this language in all subcontracts (including but not limited to those with suppliers, distributors, and manufacturers) involving the development and delivery of an IT system, IT hardware and/or software under this acquisition.

(D) Supply Chain Risk Assessment Information shall be marked as contractor bid proposal information and source selection information in accordance with FAR 3.104-4 and securely transmitted to the contracting officer.

(E) By submission of its offer and/or acceptance of this contract or contract modification, the offeror/contractor represents this information is accurate and complete. Offerors and contractors shall have a continuing obligation to amend any information that changes during the evaluation period prior to award and/or during the period of performance of the contract or task order(s).

(End of Clause)

H.11.4 Evaluation of Supply Chain Risk Assessment Information (Sept 2015)

The Department will evaluate the information provided to assess the supply chain risk associated with the offeror's proposal and to determine if the award is in the national interest of the United States.

(End of Clause)

H.11.5 Novation Agreement for Acquiring Certain Information Technology (Sept 2015)

(1) "Novation agreement" means a legal instrument--(a) Executed by the--(i) Contractor (transferor); (ii) Successor in interest (transferee); and (iii) Government; and (b) By which, among other things, the transferor guarantees performance of the contract, the transferee assumes all obligations under the contract, and the Government recognizes the transfer of the contract and related assets. (FAR 2.101 - Definitions).

(2) The Department may in its interest recognize a successor in interest. The offeror

and/or subsequent awardee(s) agree as a condition of this contract, that any novation considered and recognized by the Department shall be subject to SCRA requirements, including clauses H.26.1 "Notice of Supply Chain Risk Assessment (Sept 2015)," H.26.2 "Non-Destructive and Destructive Testing (Sept 2015)," H.26.3 "Supply Chain Risk

Assessment Information (Sept 2015)," and H.26.4 "Evaluation of Supply Chain Risk Assessment Information (Sept 2015)."

(End of Clause)

H.12 TRAINING

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements on this contract. Other training may be approved on a case-by-case basis by the Contracting Officer. Attendance at workshops or a symposium is considered training for purposes of this clause.

H.13 INTERRELATIONSHIPS OF CONTRACTORS

The Government anticipates awarding multiple awards under the CATTs vehicle, as such the Government may enter into multiple contractual relationships on a task order basis in order to provide technical services in the conduct of program management, administrative, clerical, and technical services related to this contract. As a result, the Contractor shall be required to coordinate with other contractor(s) as applicable and at the Government's discretion in providing suitable, non- conflicting technical or management interfaces and/or in the avoidance of duplication of effort for any supply or service. Additionally, during contract performance, other contractor(s) may be requested to assist the Government in the technical review of the Contractor's technical efforts. Information on reports/documentation provided under this contract may, at the discretion of the Government, be provided to other contractor(s) for the purpose of review.

H.14 INNOVATIVE TASK ORDER SOURCE SELECTION AND STRUCTURE

The Government may utilize innovative task order proposal request and proposal evaluation techniques consistent with FAR 16.5 Fair Opportunity procedures, including techniques listed below as referenced in the [Table of Acquisition Innovations](#).

- Oral Presentations
- Confidence Ratings
- Multi-Phase Down Selects
- Technical Demonstrations
- Select Best Suited, then Negotiate
- Highest Technically Rated Offeror with Reasonable Price (HTRO-RP)
- Past Performance Under Prior CATTs Orders as single or most important factor
- Any other innovative task order proposal request and evaluation techniques

Additionally, the Government may design innovative task order and Contract Line Item Number (CLIN) structures for requirements to be sourced under this contract. The innovative structures

may include competition of a Master Task Order (MTO) for enterprise-wide requirements to be funded through placement of separate funding orders by customer bureaus. For example, the Government may conduct a single competition to establish support for a Center of Excellence for Applications Development or other requirements that results in award of a MTO available for use Department-wide. The MTO may incorporate CLINs that can be funded through placement of separate funding orders by customer bureau against the MTO awardee's underlying IDIQ contract rather than through modification to the MTO. The placement of funding orders against the MTO will not represent sourcing of a new requirement subject to fair opportunity procedures, as the competition resulting in award of the MTO meets fair opportunity requirements for the complete scope of work.

Other innovative task order structures may be utilized including establishment of two or more task orders for the same basic scope of requirements with future funding and/or period of performance extensions subject to achievement of performance objectives, incorporation of CLINs that may be funded at Government discretion pending emerging requirements, and other innovative structures that enable the Government to maximize flexibility in the award and administration of task orders to meet mission requirements.

H.15 ON-RAMPING

The total number of Contractors within the IDIQ may fluctuate due to any number of reasons including but, not limited to, competition levels on task orders, mergers & acquisitions; and the Government's exercise of the off-ramp process.

It is in the Government's best interest that there remain an adequate number of Contractors eligible to compete for task orders to meet the Government's professional service mission requirements. Contractors are hereby notified that utilization of any on-ramping procedure below does not obligate the Government to perform any other on-ramping procedure. Furthermore, any on-ramping procedure may be performed at any time.

H.15.1 OPEN SEASON ON-RAMPING

DOC will determine whether it would be in the Government's best interest to initiate an open season to add additional Contractors to the IDIQ at any time, subject to the following conditions:

1. An open season notice is published in SAM.gov in accordance with FAR Part 5, Publicizing Contract Action
2. An open season solicitation is issued under current Federal procurement law
3. The solicitation identifies the total anticipated number of new contracts that DOC intends to award
4. Any Offeror that meets the eligibility requirements set forth in the open season solicitation may submit a proposal in response to the solicitation
5. The award decision under the open season solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation
6. An Offeror's proposal must meet all of the Acceptability Pass/Fail Criteria of the original solicitation
7. If the intent of the on-ramp is to "replace" contractors acquired, merged, off-ramped, etc., an Offeror's proposal must receive a proposal evaluation equal to or higher than the lowest evaluated Contractor.

8. If the intent of the on ramp is to “add” contractors to increase the Total number of contractors beyond the original number of awards for competition purposes, a number of contracts to be added will be announced and the highest technically rated Offerors will receive those awards regardless of how their evaluation compared to the original awardees.

9. The terms and conditions of any resulting awards are materially identical to the existing version of the IDIQ and,

10. The period of performance term for any new awards is coterminous with the existing term for all other Contractors. Immediately upon on-ramping, the Contractor is eligible to submit a proposal in response to any task order solicitation and receive task order awards with the same rights and obligations as any other Contractor.

H.16 DORMANT STATUS

DOC is responsible for ensuring performance and compliance with the terms of this IDIQ and safeguarding the interests of the Government and the American taxpayer in its contractual relationships. Additionally, DOC must ensure that Contractors receive impartial, fair, and equitable treatment. This vehicle must be reserved for high performing Contractors. Accordingly, if the CO determines that any requirement of the CATTs IDIQ is not being met a Contractor may be placed into Dormant Status. If Dormant Status is activated, the Contractor shall not be eligible to participate or compete in any subsequent task order solicitations while the Contractor is in Dormant Status; however, Contractors placed in Dormant Status shall continue performance on previously awarded and active task orders, including the exercise of options and modifications at the task order level. Dormant Status is not a Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4 or a Termination as defined in FAR Part 49. Dormant Status is a condition that applies to the IDIQ contract only. Grounds for being placed in Dormant Status specifically include, but are not limited to, trends or patterns of behavior associated with the failure to meet the deliverables and compliances specified under Section F.4. Dormant status will only be imposed after careful consideration of the situation and collaboration with the Contractor to resolve the issues. To place a Contractor in Dormant Status, the CATTs CO must first send a letter to the Contractor regarding the poor performance or non-compliance issue. The Contractor shall have reasonable time, at the discretion of the CATTs CO, to provide the CATTs CO with a remediation plan to correct the deficiencies/issues. If the CATTs CO is satisfied with the Contractor’s response, the Contractor will not be placed in Dormant Status. If the CATTs CO is not satisfied with the response, or the remediation plan is not effective, the CATTs CO may issue a final decision, in writing, placing the Contractor in a Dormant Status. The CATTs CO final decision may be appealed to the designated Ombudsman under Alternative Disputes Resolution (ADR), as defined in FAR Subpart 33.201. Using ADR does not waive the Contractor’s right to appeal to the Agency Board of Contract Appeals or United States Court of Federal Claims.

H.17 OFF-RAMPING

DOC reserves the unilateral right to Off-Ramp non-performing Contractors. Contractors that are Off-Ramped have no active task orders at the time of the Off-Ramping. Off-ramping methods may result from one of the following conditions:

1. After a Contractor is placed in Dormant Status and the Contractor has completed all previously awarded task orders under CATTs.
2. Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
3. Termination as defined in FAR Part 49

4. In compliance with FAR 19.301-2 Rerepresentation, Contractors who no longer qualify as small businesses after rerepresentation.
5. Contractors who fail to meet the standards of performance, deliverables, or compliances
6. Taking any other action which may be permitted under the CATTs terms and conditions

H.18 NEWS RELEASES

The Contractor shall make no news releases pertaining to the contract award and/or performance thereunder without prior agency approvals and then only in coordination with the Contracting Officer.

H.19 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (CAR 1352.223-99 OCT 2021) DEVIATION

(a) *Definition.* As used in this clause –

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the micro purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

H.20 HARMLESS FROM LIABILITY

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, to the extent caused by the fault, negligence, wrongful act or wrongful omission of the Contractor, or any subcontractor, their employees, and agents.

H.21 REQUIREMENTS FOR CLEARED PERSONNEL

Tasks that require personnel with a security clearance above a Public Trust will be stated in the Task Order Proposal Requests. In these circumstances, Contractors are authorized to propose labor rates that exceed the awarded ceiling labor rates in Attachment 03, for cleared positions only not to exceed 10% of the awarded ceiling labor rates. Attachment 03 rates are uncleared rates. The Government is not liable for the costs of any Contractor personnel to become cleared.

In order to meet the requirements for supplying cleared personnel, the Prime Contractor shall have a Top-Secret Facility Clearance. In addition, any subcontractor who supplies cleared personnel (the employee) shall have a Top-Secret Facility Clearance. Any subcontractor who is not supplying cleared personnel is not required to have a Top-Secret Facility Clearance.

H.22 SET-ASIDES BASED ON SOCIO-ECONOMIC GROUP

CATTs is a total small business set-aside contract. All orders issued under CATTs are automatically considered set-aside for small business as only small businesses were awarded a CATTs contract. All Contractors' size/socioeconomic status remains unchanged in each of their CATTs contracts unless modified by a FAR 52.219-28 representation. Unless the order solicitation explicitly requires size/socioeconomic re-certification at the order level, the ordering contracting officer shall rely on the size/socioeconomic status shown in the CATTs Contractor contract.

The ordering contracting officer has discretionary authority via 15 USC 644(r)(2) and in accordance with FAR 19.504 to further set-aside orders based on socioeconomic groups when it is anticipated that offers will be obtained from at least two small business concerns within a specific socio-economic group. There is not currently the ability for any directed (e.g. sole source SDVOSB) socioeconomic orders as that authority is excluded in the FAR (e.g. FAR 19.1404(b)). In accordance with 15 USC 644(r)(2), the socio-economic groups eligible for competitive set-asides are identified as follows:

1. HUBZone small business concerns
2. Service-disabled veteran-owned small business (SDVOSB) concerns
3. Economically disadvantaged women-owned small business (EDWOSB) concerns eligible under the women- owned Small Business Program and Repository**
4. Women-owned small business (WOSB) concerns eligible under the WOSB Program and Repository**
5. 8(a) concerns under FAR 19.8.

** EDWOSB and WOSB competitive set-asides are subject to specific North American Industry Classification System (NAICS) industry groups in which EDWOSBs and WOSBs are underrepresented. The eligible NAICS Codes for EDWOSB and WOSB set asides are subject to change by the SBA. See <https://www.sba.gov/wosb> for the updated list of NAICS Codes to determine NAICS availability for EDWOSB or WOSB set asides.

(End of Section H)

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE

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

<https://www.acquisition.gov>

52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT – ALT I (JUN 2020)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)
52.204-25	PROHIBITION OF CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
52.212-1	INSTRUCTIONS TO OFFERORS --- COMMERCIAL ITEMS (AUG 2018)
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (FEB 2021)
52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (OCT 2018) (FFP CLINs)
52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (OCT 2018), ALT I (Time & Material/Labor Hour CLINs) (Insert “\$0.00/None” at (i)(ii)(D)(2))
52.216-18	ORDERING (AUG 2020)
52.216-19	ORDER LIMITATIONS (OCT 1995)
52.216-22	INDEFINITE QUANTITY (OCT 1995)
52.224-3	PRIVACY TRAINING (JAN 2017)
52.227-14	RIGHTS IN DATA--GENERAL (MAY 2014)
52.227-17	RIGHTS IN DATA—SPECIAL WORKS (DEC 2007) (Applicable to data containing Personally Identifiable Information (PII) and additional data determined at the task order level)
52.233-3	PROTEST AFTER AWAD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.244-2	SUBCONTRACTS (OCT 2010) (Insert “determined at the task order level”)
52.245-1	GOVERNMENT PROPERTY (APR 2012), ALT 1 (APRIL 2012)
52.245-9	USE AND CHARGES (APR 2012)

I.2 CLAUSES INCORPORATED IN FULL TEXT

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items. (Jul 2021)

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

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

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

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

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

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

___ (5) [Reserved].

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

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

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

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

___ (10) [Reserved].

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

___ (ii) Alternate I (MAR 2020) of [52.219-3](#).

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

___ (ii) Alternate I (MAR 2020) of [52.219-4](#).

___ (13) [Reserved]

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

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

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

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

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

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

___ (ii) Alternate I (Nov 2016) of [52.219-9](#).

___ (iii) Alternate II (Nov 2016) of [52.219-9](#).

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

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

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

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

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

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

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

XX (22) (i) [52.219-28](#), Post Award Small Business Program Representation (Nov 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).

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

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

___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) ([15 U.S.C. 637\(m\)](#)).

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

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

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

XX (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).

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

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

___ (ii) Alternate I (FEB 1999) of [52.222-26](#).

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

___ (ii) Alternate I (JUL 2014) of [52.222-35](#).

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

___ (ii) Alternate I (JUL 2014) of [52.222-36](#).

XX (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

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

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

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

XX (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

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

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

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

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

___ (40)

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

___ (ii) Alternate I (OCT 2015) of [52.223-13](#).

___ (41)

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

___ (ii) Alternate I (JUN 2014) of [52.223-14](#).

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

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

___ (ii) Alternate I (JUN 2014) of [52.223-16](#).

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

- ___ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- ___ (46) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
- _XX_ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- ___ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- ___ (48) [52.225-1](#), Buy American-Supplies (JAN 2021) ([41 U.S.C. chapter 83](#)).
- ___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021)([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (JAN 2021) of [52.225-3](#).
- ___ (iii) Alternate II (JAN 2021) of [52.225-3](#).
- ___ (iv) Alternate III (JAN 2021) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ___ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#)Note).
- ___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (NOV 2007) ([42 U.S.C. 5150](#)).
- ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) ([42 U.S.C. 5150](#)).
- ___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021) .
- ___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (57) [52.232-30](#), Installment Payments for Commercial Items (JAN 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- _XX_ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) ([31 U.S.C. 3332](#)).

___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

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

___ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (APR 2003) of [52.247-64](#).

___ (iii) Alternate II (FEB 2006) of [52.247-64](#).

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

XX (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

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

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

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

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

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

XX (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).

XX (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

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

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

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

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

(e)

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

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

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

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

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

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in

FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

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

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

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

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

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

(xiii)

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

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

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

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

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

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).

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

(xix)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

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

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

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

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least 10 days before the contract completion.

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 any time prior to contract expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 plus 6 months.

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Deviation APR 2020)

(a)[(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract [in accordance with the accelerated payment date established], to the maximum extent practicable and prior to when such payment is otherwise

required under the applicable contract or subcontract, [with a goal of 15 days] after receipt of a proper invoice and all other required documentation from the small business subcontractor [if a specific payment date is not established by contract].

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

(End of Section I)

SECTION J - LIST OF ATTACHMENTS

- J.1 Attachment 01 – Final CATTs Performance Work Statement
- J.2 Attachment 01A – NARA Requirements
- J.3 Attachment 02 – Labor Category Descriptions
- J.4 Attachment 03 – Price Schedule
- J.5 Attachment 04 – RFP Inquiries Template
- J.6 Attachment 05 - Final Office of Infrastructure and Platform (OIPS) Services and Support Performance Work Statement
- J.7 Attachment 06 – Phase One, Self-Assessment Worksheet

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 PROVISIONS INCORPORATED BY REFERENCE

52.203 -11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS
52.209-12	CERTIFICATION REGARDING TAX MATTERS
52.216-31	T&M/LH PROPOSAL REQUIREMENTS – COMMERCIAL ITEM ACQUISITION (FEB 2007)
52.225-25	PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN- CERTIFICATION (AUG 2018)

(End of Section K)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PROVISIONS INCORPORATED BY REFERENCE

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed 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/these address(es):

<http://farsite.hill.af.mil/>
<https://www.acquisition.gov/>

- 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (OCT 2018) (**As tailored herein in Section L**)
- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
- 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)
- 52.222-24 PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1993)
- 1352.239-71 ELECTRONIC AND INFORMATION TECHNOLOGY (APR 2010)
- 1352.242-70 POSTAWARD CONFERENCE (APR 2010)

L.2 PROVISIONS INCORPORATED IN FULL TEXT

FAR 52.216-31 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS – COMMERCIAL ITEM ACQUISITIONS (FEB 2007)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The Offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates or the offeror under a common control.

FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from address specified on the cover page of this Solicitation.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

(b) The use in this solicitation of any Commerce Acquisition Regulation (48 CFR Chapter 13) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

CAR 1352.209-70 POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

(a) There is a potential organizational conflict of interest (see FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest) due to Offerors potentially working under other contracts in support of Department of Commerce financial, acquisition, or asset management requirements. Accordingly:

(1) Restrictions are needed to ensure that work performed by an Offeror does not result in an unfair competitive advantage for the Offeror, unequal access to nonpublic information, or impair the Offeror’s objectivity in performing work under those contracts.

(2) As a part of the proposal, the offeror shall provide the Contracting Officer with complete information regarding previous or ongoing work that is in any way associated with the contemplated acquisition.

(b) If award is made to the offeror, the resulting contract may include an organizational conflict of interest limitation applicable to subsequent Government work, at either a prime contract level, at any subcontract tier, or both. During evaluation of proposals, the Government may, after discussions with the offeror and consideration of ways to avoid the conflict of interest, insert a provision in the resulting contract that shall disqualify the offeror from further consideration for award of specified future contracts.

(c) The organizational conflict of interest clause included in this solicitation may be modified or deleted during negotiations.

CAR 1352.215-70 PROPOSAL PREPARATION

(a) General Instructions.

- (1) This acquisition is conducted pursuant to FAR Part 12, Acquisition of Commercial Items and Part 15, Contracting by Negotiation. Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. Noncompliance may result in the elimination of the proposal from consideration for contract award.
- (2) To aid in evaluation, the proposal shall be clearly and concisely written, neatly presented, indexed (cross-indexed as appropriate), and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the offeror, the date of the offer, and the solicitation number. Each volume shall be clearly marked by volume number and title. Offers shall be submitted in electronic format through email to both the Contracting Officer and Contract Specialist, readable by Microsoft (MS) Word 2007, MS Excel 2007, or in text searchable PDF format, as applicable. Offers shall not include marketing materials. Margins can be no smaller than 1" (headers and footers are allowed in the margins). File names shall be "Company Name Vol#– Initial" for the first submission. File name of later submissions (if necessary), shall be "Company Name Vol #– Revision X" with X indicating the number of the revision. Due to the submission format requirements described herein, only email proposals will be accepted. All files cannot exceed 10 MB when combined.
- (3) All text shall be double-spaced and have black text on white background, with the exceptions of graphics and tables which may be single-spaced. Color is acceptable to highlight or call out a specific detail, graphics, photos, etc., and for Company stationary and logos. Text shall be easily readable (For all text not in tables or graphs - Arial size 11 font or Times New Roman 12 font and for tables or graphics - Arial 10 font or Times New Roman 11 font). Cross-references should be utilized to preclude unnecessary duplication of data between sections.
- (4) Page Limitation. Pages shall be numbered sequentially from "1" through the total number of pages in the volume. The proposal shall not exceed the page limits stated for each volume. Any pages in excess of that listed will be disregarded and will not be included in the proposal evaluation. Failure of the offeror to comply with the page limitations, resulting in the excess pages not being evaluated, shall not constitute grounds for a protest. The Government will not accept any changes to the offeror's proposal after the closing date of the solicitation. Page limits include: all appendices, charts, graphs, diagrams, tables, photographs, drawings, etc.

Page Limits do not include covers for volumes, tables of contents, indices, title pages, cross reference indices, and section dividers/tables if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. However, they will be counted if they contain any other information material to the proposal; i.e., diagrams, extraneous data, etc. Pages marked "This page intentionally left blank" will not be counted.

A page shall be 8 ½ X 11" with a minimum of 1" margins. Letter size and spacing

requirements for illustrations and tables can be at the discretion of the offeror but must be easily readable. Fold-outs with diagrams and tables will be counted as one page and shall not exceed 11 X 17". The offeror shall number each page in order to eliminate any confusion. In the event the offeror creates an ambiguity in their numbering of pages, the Government may exercise its own discretion in counting pages in accordance with the guidance above.

Proposals shall consist of seven (7) separate volumes: The page limits and volume titles applicable to each volume are contained in the table below.

Phase One		
Volume No.	Volume Title	Page Limitations
Volume I (Part One)	Proof of Facilities Security Clearance	5 pages
Volume II (Part One)	Part 1 – Relevant Technical Experience Self-Assessment Matrix	No Page Limit (Must submit completed worksheet only)
Phase Two		
Volume No.	Volume Title	Page Limitations
Volume I (Part Two)	Business Proposal	5 pages
Volume II (Part Two)	Technical Proposal	50 pages
Volume III	Past Performance Proposal	18 Pages
Volume IV	Price/Cost Proposal	No Page Limit
Volume V	Task Order 1 Technical Proposal	20 pages

(5) The Government intends to conduct this procurement through a phased proposal submission and phased evaluation with two (2) phases:

1. *Phase One – Advisory:* This phase requires proof of Top Secret Facilities Clearance (Volume I: Part One) and a Self-Assessment (Volume II: Part One).
2. *Phase Two – Evaluation of Written Proposals and Selection.* This phase requires a further written submission (Volume I: Part Two, Volume II: Part Two, Volume III, Volume IV, and Volume V).

A notional schedule is provided below:

Event	Date
RFP Questions Due	November 22, 2021
RFP Answers Posted	December 1, 2021
Phase I Proposals Due	December 8, 2021
Notification of Advisory Down Select	December 21, 2021
Phase II Proposals Due	January 17, 2022
Award	May 18, 2022

Participation in Phase One is a mandatory part of this acquisition. Failure to participate in Phase One will preclude further consideration of the Offeror's proposal. Phase Two submissions will not be accepted from any Offeror who has not completed Phase One.

Offerors shall examine and follow all instructions. Failure to do so will be at the Offeror's own risk. Offerors whose proposals do not follow all instructions may be deemed "Noncompliant" and disqualified from further evaluation. Proposals shall conform to solicitation provisions and be prepared in accordance with this section. To aid in the evaluations, proposals shall be neatly prepared, clearly and concisely written, properly indexed, and logically assembled. Offerors are asked to bear in mind that all material submitted should be directly pertinent to the solicitation requirements. Extraneous narratives, elaborate brochures, marketing materials, and so forth, shall not be submitted. All pages of each part shall be appropriately numbered, identified with the name of the Offeror, the date, and the solicitation number.

Offeror proposal submissions shall address all requirements identified in Section L and the evaluation factors set forth in Section M of the solicitation.

All acceptable proposals must demonstrate the Offeror's understanding of the requirements and associated risks. The Government considers statements that the prospective Offeror understands, can, or will comply with the specifications, or statements paraphrasing the requirements or parts thereof to be inadequate and unsatisfactory. The Government further considers mere reiteration of the requirement or standard reference material to also be inadequate and unsatisfactory. Such responses may result in a proposal being evaluated as Unacceptable and ineligible for award.

DOC's intent is to make awards for this solicitation in the 3rd Quarter FY22. This information is provided for use as a basis for schedules and labor rate calculations.

The proposal shall be valid for not less than 210 calendar days from the proposal due date. The Offeror shall make a clear statement that the proposal is valid until such date in Volume I – Administrative of the proposal. The Government reserves the right to request additional

information after receipt of Offeror's response to the solicitation.

(A) Instructions for Phase One

This phase requires a proof of Top-Secret Facilities Clearance (Volume I: Part One) and a Self-Assessment (Volume II: Part One)

(B) Advisory Notification

After the Government completes Phase One reviews, Offerors will receive an advisory notification via email from the Contracting Officer. This notification will advise the Offeror of the Government's advisory recommendation to proceed or not to proceed with a Phase Two submission. Offerors who are rated most highly for Factor I - Phase One will be advised to proceed to Phase II of the proposal submission process. Offerors who were not among the most highly rated will be advised that they are unlikely to be viable competitors, along with the general basis for the Government's advisory recommendation.

The intent of this advice is to minimize proposal development costs for those Offerors with little to no chance of receiving an award. However, the Government's advice will be a recommendation only, and those Offerors who are advised not to proceed may elect to continue their participation in the procurement.

Failure to participate in Phase One of the procurement precludes further consideration of an Offeror. Phase Two submissions will not be accepted from Offerors who have not submitted Phase One proposals by the due date and time stated in this solicitation. For those Offerors that are rated most highly and advised to proceed to Phase Two of the proposal submission process, the Contracting Officer will include the Phase Two submission instructions on the advisory notification, as well as the due date for the written portion of the Phase Two submission. The Government recommends Offerors to begin preparation of Phase Two proposals only after receipt of the Phase One advisory notice.

Those Offerors that received advisory notifications not to proceed to Phase Two, but regardless choose to proceed to Phase Two, shall send an email to CATTS@doc.gov not later than 24 hours after receipt of the advisory recommendation not to proceed, indicating an intent to participate in Phase Two. After the Contracting Officer receives notice from the Offeror stating its intent to participate in Phase Two despite the Government's advisory notification not to proceed, the Contracting Officer will send a separate email with Phase Two submission instructions within two business days.

(C) Instructions for Phase Two

This phase requires a further written submission (Volume I: Part Two, Volume II: Part Two, Volume III, Volume IV, and Volume V). Details for what must be included in these sections are detailed below.

(b) Overall Arrangement of Proposal.

(1) VOLUME I: Part One – PROOF OF ACTIVE TOP-SECRET FACILITIES CLEARANCE

(i) Volume I: Part One consists of proof of an active Top-Secret Facilities Clearance (TS-FCL). Offeror's clearance must be active through at least May 31, 2022.

The Facilities Clearance requirements for teaming arrangements are as follows:

For prime/subcontractor arrangements, the prime Offeror is required to hold an active TS-FCL. The subcontractor is only required to have an active TS-FCL if providing cleared personnel.

For Joint-Ventures, either the Joint-Venture itself or the individual partner(s) of the Joint Venture that will perform the necessary security work may hold the TS-FCL. If the work requiring the facility clearance is primary and vital to the requirements of the task order, the lead small business partner must hold the TS-FCL. If the work is ancillary to the principal purpose of the task order the partner to the joint venture that will perform the work must hold the TS-FCL. Any partner providing cleared personnel must hold a TS-FCL.

(2) VOLUME II: Part One – SELF-ASSESSMENT WORKSHEET

(i) The Offeror shall submit a completed copy of the Self-Assessment Matrix (Attachment 6) detailing the element(s) of the Final CATTs PWS the Offeror (including proposed subcontractors(s)/team member(s)) is capable of performing. Through the Self-Assessment Matrix, the Government intends to gather a high-level understanding of the breadth and depth of the Offeror's capabilities and experience as it relates to the Government's requirements in the PWS.

(ii) For purposes of the self-assessment worksheet, the Offeror includes the entire Offeror team (Prime, subcontractors, joint venture/mentor-protégé/CTA partners, etc).

(iii) This is a self-assessment form. No supporting documentation is required for the worksheet. The Government will rely on the self-attestation of the vendor for this phase with the exception of the proof of facility clearance. A description of how the Offeror meets the section of the worksheet will be sufficient.

(3) VOLUME I: Part Two- BUSINESS PROPOSAL

(i) Volume I: Part Two, Business Proposal, consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, and acknowledgments, if applicable; justifications for noncompetitive proposed subcontracts; identification of technical data to be withheld; and any other required administrative information.

(ii) Format and Content. Volume I: Part Two, Business Proposal, shall include the following documents (in the order listed):

(A) Cover Page:

(1) Company Name

(2) Company Address

(3) DUNS

(4) CAGE code

(5) Small Business Qualifications: If a Small Business, list all Small Business Qualifications Company Certifies (i.e. SDB, SDVOSB, WOSB, etc.)

(6) Point of Contact(s) For This Proposal

(7) Point of Contact(s) Phone Number(s)

(8) Point of Contact(s) Email Address(es)

(B) Volume Contents:

(1) Standard Form 1449 is to be signed/executed fully and used as the cover sheet (or first page) of this volume. Include one (1) original signed copy of the form in the original volume.

(2) Acceptance Period - The acceptance period is **210 days** unless the offeror states a longer period.

(3) SF30 Amendments – Acknowledge/sign all SF30 amendments that have been issued for this solicitation and include signed copies in this section.

(4) Signature Authority – The person signing the Proposal Forms shall have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the Solicitation, to make an award without discussion if it so elects.

(5) Other Responsibility Information: The offeror shall identify its current financial status and plans relative to this proposed contract, including information documenting its financial condition and financial capability to conduct a project of the type and magnitude of this contract. This information shall be provided at both the corporate level and the lowest level pertinent to the Contractor's financial condition. If the Contractor is a division, subsidiary, or other business affiliate of a firm for which the financial information is submitted, the financial relationship between the parent and affiliate shall be clearly described, including at a minimum the following:

- Name and location of the company and all its divisions, highlighting the division(s) expected to perform the effort.
- Other pertinent information on financial resources available to the company.

(6) Potential Conflict of Interest Information: The offeror shall provide the

Contracting Officer with complete information regarding previous or ongoing work that is in any way associated with the contemplated acquisition pursuant to CAR 1352.209-70, Potential Organizational Conflict of Interest (APR 2010).

(4) VOLUME II: Part Two - TECHNICAL PROPOSAL

(i) Evaluation Factor 1 – Technical. *General.*

(A) Volume II: Part Two, Technical Proposal, consists of the offeror's proposal delineating its capabilities and how it intends to perform contract requirements. The Technical Proposal will be evaluated in accord with the criteria contained in Section M.

(B) In order that the technical proposal may be evaluated strictly on the merit of the material submitted, no contractual price information is to be included in Volume II. However, the type and quantity of labor and materials is to be included in the Technical Proposal, without any associated cost information.

(C) The Technical Proposal must be typed, double-spaced, with one-inch margins, using Arial size 11 font or Times New Roman 12 font, not exceeding 50 pages, single-sided. Any pages in excess of 50 will be disregarded and will not be included in the proposal evaluation. Failure of the offeror to comply with the page limitations, resulting in the excess pages not being evaluated, shall not constitute grounds for a protest.

(ii) Format and Content. Volume II: Part Two, Technical Proposal, shall include the following contents:

(A) Cover Page, which includes:

(1) Company Name

(2) Company Address

(3) DUNS

(4) CAGE code

(5) Small Business Qualifications: If a Small Business, list all Small Business Qualifications Company Certifies (i.e. SDB, SDVOSB, WOSB, etc.)

(6) Point of Contact(s) For This Proposal

(7) Point of Contact(s) Phone Number(s)

(8) Point of Contact(s) Email Address(es)

(B) Table of Contents

(C) List of Tables and Figures

(D) Technical Proposal

(1) Summary. This section shall provide a summary that addresses each of the technical evaluation factors set out in Section M.

(2) Technical Proposal. Evaluation Factor 1 - Technical Approach/Management Capability. The offeror shall clearly address each of the technical evaluation criteria in Section M, and, at a minimum, cover each element. The offeror shall provide information on how the project is to be organized, staffed, and managed that demonstrates the offeror's understanding and effective management of important events or tasks. The offeror shall:

(a) Provide a detailed technical approach to performing the work in the [Final CATTS PWS \(Attachment 1\)](#).

(b) Provide information on how the project is to be organized, staffed, and managed, to include labor breakdown, that demonstrates the offeror's understanding and effective management of important events and tasks,

(c) Provide the title and a description of the duties key personnel will perform; address qualifications for key personnel to be assigned to the project (Attachment 2).

(3) Exceptions and Deviations. This section shall identify and explain any exceptions or deviations taken to any part of the solicitation or conditional assumptions made with respect to the technical requirements of the solicitation. Offerors should note that taking exceptions to the Government's requirements may indicate an unwillingness or inability to perform the contract, and the proposal may be evaluated as such.

(5) Volume III: PAST PERFORMANCE PROPOSAL

(i) Evaluation Factor 2 – Past Performance.

(A) The offeror shall provide information that describes the offeror's experience and qualifications to perform the contract requirements. The offeror shall explain how the experience provides confidence that the offeror can perform all contract requirements.

(B) The offeror shall submit data for past performance on a minimum of three (3) contracts, but no more than six (6), for relevant work completed or substantially performed within 36 months of the offer submission date.

(C) The offeror shall provide documentation outlining relevant past performance with contracts, as a prime or major subcontractor, which is the same or similar in nature, size, and complexity to the services being procured under this solicitation.

Non-Government contracts may be used if Government contracts are not available. Offeror may provide performance information of predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant. The documentation shall be submitted in the following format:

- Contract Number, Award Date and Contract type,
- Cost/Price – original awarded AND final (or projected final, if contract is active),
- Delivery Schedule – original AND final (or projected final, if the contract is active),
- Name, telephone number, fax number and e-mail address for the following:
 - Contracting Officer (CO)
 - Government Technical Representative or COR/COTR
- Identify in specific detail for each contract listed, why or how that effort is considered relevant or similar to the effort required by this solicitation. In determining relevancy, consideration should be given to such things as product/service similarity, size and complexity, contract type, contract environment, division of company proposing, and subcontractor interaction.
- A narrative explanation on each contract listed describing the objectives achieved and any cost growth or schedule delays encountered. For any contracts which did not/do not meet original requirements with regard to cost, schedule, or technical performance, a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective actions taken to avoid recurrence.
- A copy of any cure notices or show cause letters received on each contract listed and a description of any corrective action by the offeror or proposed subcontractor.
- Description of any Termination or Termination proceedings for contracts that required work similar to that required by this solicitation. Detail circumstances leading to Termination proceedings and final outcome.

(D) Offerors are reminded that both independent data and data provided by offerors in their proposals may be used by the Government to evaluate offeror past performance. However, the burden of providing thorough, complete, and current past performance information as requested herein remains with the offeror. Proposals that do not contain the information requested by this section are at risk for rejection or a less than acceptable performance rating by the Government. In the case of an offeror without any relevant past performance history, past performance will be evaluated as "Neutral." A neutral rating is neither an advantage nor disadvantage to the Offeror. Offerors with no past performance may provide the equivalent information on company officials and/or personnel proposed for this action.

(E) All past performance comments received will be taken into account and could affect the overall rating. The overall past performance evaluation is a subjective decision based on the whole of all data received.

(6) Volume IV – PRICE/COST PROPOSAL

(i) Evaluation Factor 3 – Price. Price proposals must generally adhere to the pricing structure established in Section B, Schedule of Prices. The offeror shall submit one electronic copy of Volume V along with a completed Price Schedule (Attachment 3). The pricing for the overall IDIQ will require submission of hourly rates for each labor category which will be the basis of estimate for any firm fixed price order or labor-hour order placed under the IDIQ. See Attachment 3 for specific instructions regarding completion of the Price Schedule.

(ii) Additionally, in this section offerors shall provide a basis of estimate (BOE) consisting of a brief and concise description of the rationale for pricing proposed and of the methods used for estimating prices including assumptions upon which the Price Proposal is based for task order 1 and any subsequent task orders. NOTE: Pricing assumptions made are at the offeror's own risk and will not be incorporated into the resulting award. Additionally, offerors that take exception to terms and conditions as provided for in this solicitation may be determined non-responsive. This section shall include information responsive to 52.216-31 specifying whether the fixed hourly rate for each labor category applies to labor performed by the offeror, subcontractors, and/or divisions, subsidiaries, or affiliates or the offeror under a common control.

(iii) For overall IDIQ pricing and Task Order 1 pricing: Time & Material or Labor Hour CLINS: The offeror must also submit the following detailed information to support its proposed costs, as applicable:

(A) Direct Labor: Breakdown of direct labor cost by named person or labor category including number of labor-hours and current actual average hourly rates based on a work year of 2,080 hours. Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. Direct labor or levels of effort are to be identified as labor-hours and not as a percentage of an individual's time. Indicate fringe benefit rate, if separate from indirect cost rate.

(B) Other Direct Costs will be reviewed at the task order level only..

(iv) For Task Order 1 Firm-Fixed Price CLINS: Each offeror's price proposal must be based on the offeror's own technical proposal, the Government's specifications, and other contractual requirements. The Offeror shall not exceed the labor rates proposed for the IDIQ award for its proposed Task Order 1 pricing basis of estimate, unless for those labor categories that require a clearance, which shall not exceed the ceiling by more than 10%. The labor categories and rate ceilings proposed for the base IDIQ shall serve as the basis for labor categories and rate ceilings to be used for all Task Orders, to include those identified as part of this solicitation or any future order.

(v) The Government expects that this contract will be awarded based upon adequate price competition.

(vi) For the price evaluation of Task Order 1, the Government will evaluate the ceiling price quoted for Task Order 1 as the total evaluated price.

(7) Volume V- TASK ORDER 1 TECHNICAL PROPOSAL

(i) In addition to the placement of the IDIQ awards resulting from this solicitation, the Government plans to award Task Order 1 immediately or soon after award of the IDIQ awards. Only one awardee will be awarded for this task order. The award of Task Order 1 will be made after IDIQ awards and is subject to the availability of funds for FY22. The Performance Work Statement for Task Order 1 is detailed in Attachment 5. The Task Order 1 Volume should be submitted under separate cover and include the following contents.

(ii) Volume V must include:

(A) Table of Contents

(B) List of Tables and Figures

(C) Technical Proposal for the Task Order

(1) Summary. This section shall provide a summary that addresses each of the technical evaluation factors set out in Section M.

(2) Technical Proposal. The offeror shall clearly address each of the technical evaluation criteria in Section M, and, at a minimum, cover each element. The offeror shall provide information on how the task order is to be organized, staffed, and managed that demonstrates the offeror's understanding and effective management of important events or tasks. The offeror shall:

(a) Provide a detailed technical approach to performing the work in the Task Order 1 PWS (Attachment 5),

(b) Provide information on how the project is to be organized, staffed, and managed, to include labor breakdown, that demonstrates the offeror's understanding and effective management of important events or tasks,

(c) Provide the title and a description of the duties personnel will perform; and address qualifications for personnel to be assigned to the project; (Attachment 2).

(3) Exceptions and Deviations. This section shall identify and explain any exceptions or deviations taken to any part of the solicitation or conditional assumptions made with respect to the technical requirements of the solicitation. Offerors should note that taking exceptions to the Government's requirements may indicate an unwillingness or inability to perform the contract, and the proposal may be evaluated as such.

(End of clause)

CAR 1352.233-70 AGENCY PROTESTS (APR 2010)

- (a) An agency protest may be filed with either: (1) the contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999)
- (b) Agency protests filed with the Contracting Officer shall be sent to the following address: The Contracting Officer's email address.
- (c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: cwallis@doc.gov
- (d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.
- (e) Service upon the Contract Law Division shall be made as follows:

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

CAR 1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTESTS (APR 2010)

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

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

L.3 PROPOSAL PREPARATION COSTS

This solicitation does not commit the Government to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation.

L.4 NEWS RELEASES

Offerors shall make no news releases pertaining to the solicitation or subsequent contract award without prior agency approvals and then only in coordination with the Contracting Officer.

L.5 INQUIRIES

Inquiries regarding this solicitation shall be made in writing via e-mail to the Contracting Officer, Courtney Palmer and Contract Specialist, Lauren Gueye at CATTS@doc.gov using Attachment 04 – RFP Inquiries Template.

The email transmitting inquiries should include the solicitation number in the subject line as well as the offeror's name as follows: 1331L521R13OS0006 *_Insert Offeror Name_* Inquiries.

Inquiries shall be submitted no later than **November 22, 2021 at 10:00am Eastern Time**. Please be advised that inquiries that do not have the appropriate reference information may not be answered. All responses not involving discussion of proprietary information will be answered via Sam.gov referencing the solicitation, or if necessary, via formal amendment to the solicitation, and provided to all Offerors on www.sam.gov. DOC will not attribute the inquiries to the submitting vendor, but the text of the questions and answers will be available to the general public.

NOTE: Responses to inquiries will be provided for informational purposes only and do not amend or alter in any way solicitation requirements. Any changes to solicitation requirements arising out of the inquiry and response process will be addressed in a solicitation amendment.

L.6 PROPOSAL SUBMISSION REQUIREMENTS

All offers shall be submitted via email to the designated Contracting Officer and Contract Specialist. The time/date stamp of delivery will govern responsiveness and timeliness. The Government is not responsible for delays encountered in the emailing process. Offerors are encouraged to submit their proposal with adequate lead time to compensate for delays.

Proposals shall be submitted prior to the closing date and time to the attention of the Contracting Officer at the address identified below.

U.S. Department of Commerce

**Attn: Courtney Palmer, Contracting Officer,
Lauren Gueye Contract Specialist**

All delivered proposals shall be marked with the **Solicitation No. 1331L521R13OS0006** in the email subject line.

L.7 PROPOSAL DUE DATE AND TIME

The due date and time for the receipt of proposals is no later than **January 17, 2022 at 10:00am_**
Eastern Time.

(End of Section L)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed 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/these address(es):

<https://www.acquisition.gov/>

FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

M.2 BASIS FOR AWARD

M.2.1 CAR 1352.215-73 EVALUATION QUANTITIES – INDEFINITE QUANTITY CONTRACT

To evaluate offers for award purposes, the Government will apply the offeror's proposed fixed-prices/rates to the estimated quantities included in the solicitation (and add to this amount other direct costs, if applicable).

(End of clause)

M.2.2 CAR 1352.215-74 BEST VALUE EVALUATION (APR 2010)

(a) Award will be made to the offeror: whose offer conforms to the solicitation requirements; who is determined responsible in accordance with FAR Subpart 9.1 by possessing the financial and other capabilities to fulfill the requirements of the contract; and whose proposal is judged, by an integrated assessment of price and non-price evaluation factors, to provide the best value to the Government in accordance with CAR 1352.215-75, Evaluation Criteria.

(b) The Government intends to award multiple contracts in response to the solicitation. The evaluation process shall use a Trade-Off Analysis approach in order to determine which Offeror represents the best value to the Government. As such, the Government reserves the right to make an award to other than the lowest priced offeror, other than the highest technically rated offeror, or to elect to not make a contract award, depending on the quality of the proposals submitted and the availability of funds. The Government will make a manageable number of awards to ensure adequate competition at the task order level. To determine manageability, the Government may consider, for example, contractor coverage across all designated regions, internal contract administration costs, and contract management efficiency.

(c) This requirement will be a Total Small Business Set-Aside, and the Government anticipates it will award between 15-20 IDIQ contracts. The Government anticipates awarding a minimum of 50 percent of its IDIQ contracts to socio-economic firms with the following goals: 3-5 awards to SDVOSBs, 3-5 awards to WOSBs, 2-4 awards to HUBZones, and 2-4 awards to small, disadvantaged businesses/8(a)s.

(d) Evaluation of Proposals.

(1) In Phase One, offers will be assessed for the following:

- (A) Active Top-Secret Facilities Clearance. Offerors must possess an active Top-Secret Facilities Clearance that is active through at least May 31, 2022 as outlined in CAR 1352.215-70(b)(1)(i) on page 65. If Offerors do not have an active Top-Secret Facilities Clearance, they will not be advised to participate in the next phase.
- (B) Offeror Self-Assessment. Through the Self-Assessment Matrix, the Government will assess the breadth and depth of the Offeror's capabilities and experience as it relates to the Government's requirements in the Final CATTs PWS. Vendors with the best chance of success will be able to demonstrate their ability to perform in all six (6) task areas and demonstrate previous experience as a prime awardee on an IDIQ vehicle.
- (C) The Phase One assessment is only advisory in nature. The information submitted by offerors in the Self-Assessment Matrix, and the Government's assessment of such information, will not be considered in the Government's Trade-Off Analysis and final award decision.

(2) In Phase Two, offers will be evaluated in accordance with CAR 1352.215-75, Evaluation Criteria (see below).

(3) For all phases, Proposals will be reviewed for page limitations. Pages exceeding the page limitation will be eliminated from evaluation.

(4) Offerors must possess an active Top-Secret Facilities Clearance that is active through at least May 31, 2022. If Offerors do not have an active Top-Secret Facilities Clearance at the time of proposal submission, they will not be advised to proceed to Phase Two. If Offerors do not have a Top-Secret Facilities Clearance at the time of award, the Offeror will be ineligible for award.

(5) A proposal receiving an “Unsatisfactory” or “Fail” rating in one or more factors shall be removed from further consideration for award or continued evaluation.

(6) Initial Evaluation of Proposals. All offers received will be evaluated in accordance with the stated evaluation factors. The Government reserves the right to make an award without discussions based solely upon initial proposals. Therefore, offerors should ensure that their initial proposal constitutes their best offer in terms of both price and the technical solution being proposed. If award is not made upon initial proposals, then the Contracting Officer will establish a competitive range comprised of the most highly rated proposals. 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. Only those offerors in the competitive range will be offered an opportunity to participate further in the procurement.

(7) Discussions/Final Proposal Revisions. If discussions are held, the Contracting Officer will engage in discussions with all offerors in the competitive range in accordance with FAR 15.306. At the conclusion of discussions, a final common cut-off date for submission of final proposal revisions will be established. Those offerors remaining in the competitive range will be notified to submit Final Proposal Revisions.

(8) Final Evaluation of Offers. A final proposal evaluation will be performed after receipt of Final Proposal Revisions.

M.2.1 CAR 1352.215-75 EVALUATION CRITERIA (APR 2010)

IDIQ EVALUATION

To determine which proposal provides the best value to the Government, the Government will conduct an integrated evaluation and assessment of offers. The evaluation will consist of three factors as listed below:

Factor 1 – Technical/Management Capability

Factor 2 – Past Performance

Factor 3 – Price

The Technical/Management Capability factor is more important than Past Performance. When the two non-price factors (Technical/Management Capability and Past Performance) are combined, they are approximately equal to Price.

Based upon the results of the integrated assessment of the Technical/Management Capability, Past Performance, and Price factors, the Government may make an award to other than the lowest-priced offeror or the offeror with the highest technical rating if the source selection official determines that to do so would result in the best value to the Government.

(a) Technical/Management Capability Factor

The Government will evaluate the following elements that make up the Offeror's technical/management capability. The elements are of equal relative importance. Offers must:

- a. Demonstrate the Offeror's ability to meet or exceed the Final CATTs PWS requirements and deliverables as contained in Attachment 1, and use proven, innovative methods to meet the Final CATTs PWS requirements, resolve complex issues, and provide continuous process improvement and implementation, all while maintaining and tracking high levels of customer satisfaction.
- b. Demonstrate how the Offeror's approach will adapt to evolving technological innovations and the dynamic nature of the organization (impacted by changing regulations, laws, and executive directions) to improve service delivery and ensure ongoing organizational improvement.
- c. Demonstrate the Offeror's ability to manage and staff key personnel and non-key personnel, to include teaming arrangements, to support each of the task areas with the appropriate clearance levels, education, and certifications to adequately meet the requirements of the Final CATTs PWS.
- d. Demonstrate the Offeror's understanding and ability to provide a smooth, undisrupted transition (phase in and out) at each task area to include:
 - a. How the offeror will implement a proven, feasible and successful methodology for transitioning;
 - b. How the offeror will identify and mitigate transition risks;
 - c. How the offeror plans to shadow the incumbent and reach a 100% staffing capacity by the end of the transition period;
 - d. How the offeror will manage knowledge, material and property transfer throughout the contract transition period; and
 - e. How the offeror plans on assuming 100% of authority and responsibilities within the specified time period in the PWS without the further need of the incumbent contractor.

(b) Past Performance Factor

The Government will evaluate the quality of the offeror's past performance based on its record of recent, relevant work with its current and former customers. The Government will review the following areas for past performance:

- Timeliness – Delivery or Performance
- Responsiveness to problems and new/modified tasking
- Quality of products or services provided
- Cost control
- Compliance with past subcontracting plans/goals (if applicable)

Past Performance will be determined to be recent if the performance involves work performed within three (3) years of the offer submission date. Past Performance will be

determined to be relevant if the performance involves work that is the same or similar in nature, size, and complexity to the services being procured under this solicitation. The sizes of the majority of CATTs task orders are estimated to be between \$3 million and \$100 million. Each past performance reference must be relevant to at least one or more Task Areas in the Final CATTs PWS, and the combination of all past performance references shall demonstrate that the offeror has successfully performed all Task Areas in the Final CATTs PWS.

The Government reserves the right to assess the past performance of proposed subcontractors and team members.

The Government will use its discretion to determine the sources of past performance information used in the evaluation, and the information may be obtained from references provided by the offeror, the agency's knowledge of contractor performance, other government agencies or commercial entities, and past performance databases. The offeror's past performance may be evaluated based on in-depth evaluation of information obtained from past performance questionnaire responses, interviews with other sources known to the Government, Past Performance Information Retrieval System (PPIRS), Contractor Performance Assessment Reporting System (CPARS) and/or any information which may be obtained by the Government from sources other than those identified by the respondent.

If an offeror does not have a history of relevant past performance, or indications of unsatisfactory performance in general, the offeror will receive a "Neutral" past performance rating. A neutral rating is neither an advantage nor disadvantage to the Offeror. A strong record of recent and relevant past performance may be considered more advantageous to the Government than a "Neutral" rating. A more recent and/or relevant past performance record may be considered more favorably than a less recent and/or relevant record.

(c) Price Factor

Proposed prices will be evaluated but not scored. A price analysis will be conducted in accordance with FAR 15.305(a)(1) and as described at FAR 15.404-1(b) to determine that the proposed prices are complete, fair and reasonable in relation to the solicitation requirements. Proposed prices must be entirely compatible with the technical proposal and consistent with the pricing requirements listed in this solicitation.

Proposed prices identified in Attachment J.4 of the solicitation will be evaluated by multiplying the hourly labor price per respective year by the Government's estimated labor quantities required in each corresponding year -- years one (1) through ten (10). The totals for each labor category over the ten (10) years will then be added together to reach a single weighted price per offeror. The Government's estimated quantities will not be disclosed. Proposals must include ALL labor categories for ALL regions.

TASK ORDER 1 EVALUATION

Using the results of the IDIQ evaluation and determination for award of the multiple IDIQs, the Government will conduct a separate evaluation that may be limited to the projected IDIQ awardees only for the award of Task Order 1, Office of Infrastructure and Platform Services (OIPS) Services and Support. The Government will make a single award for Task Order 1 based on best value methodology. Specifically, the Government will make an award to the offeror whose proposal is judged, by an integrated assessment of the Price and Technical Approach evaluation factors, to provide the best value to the Government. Among the evaluation factors, Technical Approach is approximately equal to Price.

Creative or innovative solutions proposed to meet requirements will be rated favorably. The Government will consider the level of effort and the mix of labor proposed for reasonableness to ensure it is appropriate given the technical approach proposed.

(a) Technical Approach Factor: The Government will evaluate the Technical Approach for Task Order 1 on the specific criteria listed below:

(1) Demonstrate the Offeror's detailed technical approach to meeting or exceeding the Task Order PWS requirements as contained in Attachment 5, to include demonstrating how the Offeror plans to implement a proven program strategy and management structure that efficiently and cost effectively administers the program while achieving realistic and robust innovative implementation with minimal disruptions.

(2) Demonstrate how the offeror will proactively conduct critical analyses of the government processes, technology and infrastructure to identify and communicate issues, recommendations, results, inefficiencies, and risks to the government

(3) Demonstrate within the Offeror's draft Quality Management Plan (QMP) the following:

1. Demonstrate how the offeror will ensure adherence to the plan
2. Demonstrate how the offeror will meet the service levels to ensure satisfactory performance of services provided by the contractor staff and the firm
3. Demonstrate how the offeror will meet and comply with quality standards and physical security to include sensitive and classified information

(4) Demonstrate how the task is to be organized, staffed and managed. Demonstrate the Offeror's understanding and effective management of the task to include the proposed labor mix for accomplishing the requirements of the Task Order PWS.

(b) Price Factor: The Government will evaluate the Price for Task Order 1 on the specific criteria listed below:

(1) Proposed prices will be evaluated but not scored. A price analysis will be conducted in accordance with FAR 15.305(a)(1) and as described at FAR 15.404-1(b) to determine that the proposed prices are complete, fair and reasonable in relation to the solicitation requirements. Proposed prices must be entirely compatible with the technical proposal and consistent with the pricing requirements listed in this solicitation.

(2) For the price evaluation of Task Order 1, the Government will evaluate the ceiling price quoted for Task Order 1 as the total evaluated price. The Offeror shall not exceed the labor rates proposed for the IDIQ award for its proposed Task Order 1 pricing. The labor categories and rate ceilings proposed for the base IDIQ shall serve as the basis for labor categories and rate ceilings to be used for all Task Orders, to include those identified as part of this solicitation or any future order.

(d) SMALL BUSINESS SUB-CONTRACTING PLAN

This solicitation is a 100% small business set-aside; there is no requirement for a Small Business Sub-Contracting Plan. Proposed subcontractors and team members will be evaluated in accordance with 13 CFR 125.2(g).

M.3 COMPLIANCE REVIEW

Prior to evaluation of proposal submissions for either Phase One or Two, a compliance review will be performed to ensure that all submissions comply with solicitation requirements, to include the proposal schedule and formatting instructions. Offerors who fail to comply with all solicitation requirements may be removed from consideration for award and notified, in writing, as soon as practicable.

(End of Section M)