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|--|---|--|--|--|
| 2. CONTRACT NUMBER | 3. SOLICITATION NUMBER 1333ND23QNB770030 | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NUMBER NB773000-22-01136 NB773000-22-01136 |
| 7. ISSUED BY NATIONAL INST OF STDS AND TECHNOLOGY 100 BUREAU DRIVE STOP 1640 BUILDING 301 ROOM B129 GAITHERSBURG MD 20899-1640 | | CODE 000SB | 8. ADDRESS OFFER TO (If other than Item 7) | |

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 100 BUREAU DRIVE STOP 1640 BUILDING 301 GAITHERSBURG MD 20899-1640 until 11:00 AM ET local time MAR 24, 2023
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

| | | | |
|--------------------------|--------------------------|---|--|
| 10. FOR INFORMATION CALL | A. NAME HING PAN WONG | B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXTENSION 301 975-6289 | C. E-MAIL ADDRESS hingpan.wong@nist.gov |
|--------------------------|--------------------------|---|--|

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | | |
|---|----------------------|----------------------|----------------------|-------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | 10 CALENDAR DAYS (%) | 20 CALENDAR DAYS (%) | 30 CALENDAR DAYS (%) | CALENDAR DAYS (%) |
|---|----------------------|----------------------|----------------------|-------------------|

| | | | | |
|---|---------------|------|---------------|------|
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated): | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | | | | |

| | | | | |
|----------------------------------|--------|---|--|--|
| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | |
| 15B. TELEPHONE NUMBER | | <input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | 17. SIGNATURE | |
| AREA CODE | NUMBER | | | |

AWARD (To be completed by Government)

| | | |
|--|------------|--|
| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 3304(a) () | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) |
| 24. ADMINISTERED BY (If other than Item 7) | | 25. PAYMENT WILL BE MADE BY CODE |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) |
| | | 28. AWARD DATE |

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

SCHEDULE Continued

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|--------|
| 0001 | <p>The purpose of this solicitation is to award multiple Indefinite-Delivery, Indefinite-Quantity (IDIQ) contracts. The maximum amount of the IDIQ contract(s), across all potential awardees, is \$125,000,000.00.</p> <p>Funding to be obligated via Task Orders issued under the resultant IDIQ contract(s).</p> <p>SHIP TO: NATIONAL INST OF STDS AND TECHNOLOGY BUILDING 301 SHIPPING AND RECEIVING 100 BUREAU DRIVE GAITHERSBURG MD 20899-0001 Period of Performance: 06/01/2023 to 05/31/2028</p> | 0.00 | LO | _____ | _____ |

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SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 1352.216-75 Minimum and maximum contract amounts

1352.216-75 Minimum and maximum contract amounts.

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

MINIMUM AND MAXIMUM CONTRACT AMOUNTS (APR 2010)

During the term of the contract, the Government shall place orders totaling a minimum of \$50,000.00 against each awarded Indefinite- Delivery, Indefinite-Quantity contract awarded. The amount of all orders awarded against all contracts awarded shall not exceed \$125,000,000.00.

Schedule of Labor Categories

The following is a description of the labor categories available for use on task orders issued under this IDIQ contract. When submitting a quotation for a task order, the Contractor may propose any combination of the below listed labor categories. In order for a candidate to be proposed and accepted under a particular labor category, the nature of the work to be performed by said candidate must fall within the scope of the respective labor category, and the candidate must meet the minimum qualifications for the respective labor category. The description of the work to be performed under each labor category is a generalized description and may be expanded under individual task orders, where the work will be further defined. In places where an advanced degree may be substituted for experience, the years' experience given for a PhD includes time for a Masters' degree. All positions that allow for no college degree require a high school diploma or equivalent. Only the highest-level degree should be considered in these calculations. For example, a Cybersecurity SME 3 with a PhD will get 5 years' experience credit, not 7. All degrees must be from an accredited college or university. Degrees received outside of the US must have been evaluated by a member of either the [National Association of Credential Evaluation Services \(NACES\)](#) or the [Association of International Credentials Evaluators \(AICE\)](#).

Agile Project Manager 2

Minimum/General Experience:

This position requires 5 years' experience working with Agile teams through effective application of Agile principles and frameworks including Scrum. Strengthens understanding of effective practices, theories, and techniques to support continuous improvement. Educates and coaches teams to create an environment that fosters self-organization, cross-functionality, collaboration, conflict resolution, transparency, and continuous improvement. Visualizes, communicates, and radiates team information to keep their work and impediments visible to stakeholders.

Functional Responsibility: Duties may include but are not limited to: Organize and lead project status, prepare and distribute progress reports, manage risks and issues, and correct deviations from plans while also incorporating continuous process improvement (e.g., Lean, Six Sigma, etc.). Facilitate meetings with development team for purposes of idea generation, sprint planning, daily stand-ups, backlog refinement, sprint reviews, retrospectives, problem-solving, and alignment. Capable of utilizing standard applications to effectively manage development projects (e.g., JIRA, MS Project, etc.). To be clear this LCAT is not to be used instead of a TO Level PM. This LCAT is to be used to manage technical work only.

Minimum Education: A Bachelor's degree with a relevant curriculum or major field of study, such as computer science or information technology, and a minimum of 5 years' experience as an Agile team member or in project management. OR no college degree, 9 years' experience in SCRUM/Agile methodologies and a PMI-ACP or CSM or equivalent.

Agile Project Manager 3

Minimum/General Experience:

This position requires 10 years' experience working with Agile teams through effective application of Agile principles and frameworks including Scrum. Strengthens understanding of effective practices, theories, and techniques to support continuous improvement. Educates and coaches teams to create an environment that fosters self-organization, cross-functionality, collaboration, conflict resolution, transparency, and continuous improvement. Visualizes, communicates, and radiates team information to keep their work and impediments visible to stakeholders.

Functional Responsibility: Duties may include but are not limited to: Organize and lead project status, prepare and distribute progress reports, manage risks and issues, and correct deviations from plans while also incorporating continuous process improvement (e.g., Lean, Six Sigma, etc.,). Facilitate meetings with development team for purposes of idea generation, sprint planning, daily stand-ups, backlog refinement, sprint reviews, retrospectives, problem-solving, and alignment. Capable of utilizing standard applications to effectively manage development projects (e.g., JIRA, MS Project, etc.,). To be clear this LCAT is not to be used instead of a TO Level PM. This LCAT is to be used to manage technical work only.

Minimum Education: A Bachelor's degree with a relevant curriculum or major field of study, such as computer science or information technology, and a minimum of 10 years' experience as an Agile team member or in project management. A Master's degree in a relevant field may be substituted for 2 years' experience. OR no college degree with 14 years' experience in SCRUM/Agile methodologies and a PMI-ACP or CSM or equivalent.

Application Tester

Minimum/General Experience:

This position requires a minimum of 5 years' experience, of which at least 3 years must be specialized experience that includes: experience as an application tester for web-based applications, REST-based data services, XML or JSON data formats, knowledge of computer equipment, and the ability to develop complex software testing approaches to satisfy design objectives and user requirements. Have experience with automated testing frameworks for web-based user interfaces, service-based testing, and performance testing web applications.

Increasingly complex and progressive experience in conducting requirements analysis consisting of development of use cases, and design of integration and functional tests for application development projects. Demonstrated ability to work independently or under only general direction.

Functional Responsibilities: Duties may include but are not limited to: analyzes design specifications and developed applications for testing activities. Applies testing expertise to verify application functionality in support of user requirements. Prepares required documentation, including test plans and test reports. Develops test procedures and automated testing scripts. Participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of

user requirements, test design and test tools selection.

Minimum Education: A Bachelor's degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, management, natural sciences, social sciences, mathematics, or business/finance. A Master's Degree (in subjects described above) may be substituted for 2 years' general IT experience. OR no college degree and 9 years of general IT experience of which at least 5 years must be specialized experience.

Communications Specialist 1

Minimum/General Experience:

This position requires a minimum of 3 years of general communications experience of which at least 1 must be specialized experience that includes working in communications dealing with scientific and/or technical topics.

Functional Responsibilities: Duties to include, but not be limited to: Under direct supervision, assists with the design and development of a wide variety of multimedia products using computers, production equipment, and software. Includes, but not limited to development of web pages, videos, models, graphics, etc. Writes, edits, creates layouts for publications, information displays, video scripts, internal/external websites, social media, and multimedia presentations. Promotes content standards and consistency across websites, social media, and/or content management systems. Works with technical staff to ensure content supports agency goals. Assists with preparing responses to public input on various topics.

Minimum Education: A Bachelor's degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, management, natural sciences, social sciences, mathematics, or communications. A Master's Degree (in subjects described above) may be substituted for 2 years general experience. OR no college degree with 7 years' general communications experience of which at least 1 year must be in IT-related communications work.

Communications Specialist 2

Minimum/General Experience:

This position requires a minimum of 6 years of general communications experience of which at least 3 must be specialized experience that includes working in communications dealing with scientific and/or technical topics.

Functional Responsibilities: Duties to include, but not be limited to: With limited supervision, assists with the design and development of a wide variety of multimedia products using computers, production equipment, and software. Includes, but not limited to development of web pages, videos, models, graphics, etc. Writes, edits, creates layouts for publications, information displays, video scripts, internal/external websites, social media, and multimedia presentations. Promotes content

standards and consistency across websites, social media, and/or content management systems. Works with technical staff to ensure content supports agency goals. Assists with preparing responses to public input on various topics.

Minimum Education: A Bachelor's degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, management, natural sciences, social sciences, mathematics, or communications. A Master's Degree (in subjects described above) may be substituted for 2 years' general experience. A PhD (in subjects described above) may be substituted for 5 years of general experience. OR no college degree and 10 years of general experience of which at least 3 years must be in IT-related communications work.

Cryptographer 2

Minimum/General Experience:

This position requires 8 years' general experience and 3 years specialized experience is required. General experience includes all aspects of cryptography, and a mixture of experience from the mathematical disciplines and the demonstrated ability to work independently or under only general supervision. Specialized experience includes developing cryptographic and hash algorithms including but not limited to triple DES, AES, SHA, etc. Demonstrated experience in developing, analyzing, testing, and researching Public Key Infrastructures using X.509 certificates, symmetric and public key algorithms, hash functions, and quantum cryptography.

Functional Responsibilities: Duties may include but are not limited to: Performing complex analysis, design, development, integration, testing and debugging of cryptographic and hashing algorithms. Applying cryptography-based solutions to contemporary use cases such as evaluating for FIPS 140 compliance, electronic voting, smart grid, health care, and resource constrained environments including but not limited to smart meters, smart cards, and medical devices.

Minimum Education: A Master's degree in Cryptography, Computer Science, Engineering, Mathematics, or other related scientific or technical discipline is required. A PhD in one of the subjects mentioned above may be substituted for 3 years' general cryptography experience.

Cryptographer 3

Minimum/General Experience:

This position requires 10 years' general experience and 5 years specialized experience is required. General experience includes all aspects of cryptography, and a mixture of experience from the mathematical disciplines and the demonstrated ability to work independently or under only general supervision. Specialized experience includes developing cryptographic and hash algorithms including but not limited to triple DES, AES, SHA, etc. Demonstrated experience in developing, analyzing, testing, and researching Public Key Infrastructures using X.509 certificates, symmetric and public key algorithms, hash functions, and quantum cryptography.

Functional Responsibilities: Duties may include but are not limited to: Performs complex analysis,

design, development, integration, testing and debugging cryptographic and hashing algorithms. Apply cryptography-based solutions to contemporary use cases such as evaluating for FIPS 140 compliance, electronic voting, smartgrid, health care, and resource constrained environments including but not limited to smart meters, smart cards, and medical devices. May supervise Intermediate Cryptographers.

Minimum Education: A PhD in Cryptography, Computer Science, Engineering, Mathematics, or other related scientific or technical discipline is required.

Cybersecurity Subject Matter Expert 2

Minimum/General Experience:

This position requires a minimum 10 years of cybersecurity related experience in one or more of the critical infrastructure sectors, and familiarity with the legal and regulatory cybersecurity frameworks associated with respective critical infrastructure sectors, especially as related to executive-level risk management, common cybersecurity practices, and cybersecurity tools and metrics. To be clear, this LCAT is not designed for operational cybersecurity services.

Functional Responsibilities: Assists with applying subject matter expertise to high-level analysis, and guidance development for some of the nation's top cybersecurity challenges. Assists with applying high-level facilitation skills within large groups in order to derive stakeholder cybersecurity imperatives and support the prioritization of sometimes competing cybersecurity imperatives.

Minimum Education: A Bachelor's degree with a curriculum or major field of study which is closely related to the work to be performed, and/or in a computer science, cybersecurity, information systems, engineering, or a mathematics-intensive discipline. A Master's Degree may be substituted for 2 years' experience. A PhD may be substituted for 5 years' experience. OR no college degree and 15 years of general IT-related experience of which at least 8 years must be specialized experience in cybersecurity and/or privacy work.

Cybersecurity Subject Matter Expert 3

Minimum/General Experience:

This position requires a minimum 15 years of cybersecurity related experience in one or more of the critical infrastructure sectors, and familiarity with the legal and regulatory cybersecurity frameworks associated with respective critical infrastructure sectors, especially as related to executive-level risk management, common cybersecurity practices, and cybersecurity tools and metrics. To be clear, this LCAT is not designed for operational cybersecurity services.

Functional Responsibilities: Applies subject matter expertise to high-level analysis, and guidance development for some of the nation's top cybersecurity challenges. Applies high-level facilitation skills within large groups in order to derive stakeholder cybersecurity imperatives and support the prioritization of sometimes competing cybersecurity imperatives.

Minimum Education: A Bachelor's degree with a curriculum or major field of study which is closely related to the work to be performed, and/or in a computer science, cybersecurity, information systems, engineering, or a mathematics-intensive discipline. A Master's Degree may be substituted for 2 years' experience. A PhD may be substituted for 5 years' experience. OR no college degree and 19 years of general IT-related experience of which at least 12 years must be specialized experience in cybersecurity and/or privacy work.

Developer 1

Minimum/General Experience:

This position requires a minimum of 1 year of experience in performing systems analysis, development, and implementation for business, mathematical, engineering, or scientific settings using a variety of information technology resources. Requires experience with current technologies and, where required for the task, emerging technologies. Must have experience with object or functionally oriented programming languages.

Functional Responsibilities: Duties may include but are not limited to: Analyzes functional business applications and design specifications for functional activities. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Takes direction from application engineer to ensure program deadlines are met.

Minimum Education: A Bachelor's degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, cybersecurity, natural sciences, social sciences, mathematics, or business/finance. OR no college degree and 4 years of general IT-related experience of which at least 1 years must be specialized experience as a developer.

Developer 2

Minimum/General Experience:

This position requires a minimum of 5 years of increasingly complex and progressive experience in performing systems analysis, development, and implementation for business, mathematical, engineering, or scientific settings using a variety of information technology resources. Requires experience with current technologies and, where required for the task, emerging technologies. Must have experience with object or functionally oriented programming languages.

Functional Responsibilities: Duties may include but are not limited to: Analyzes functional business applications and design specifications for functional activities. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or

improve efficiency. May take direction from application engineer to ensure program deadlines are met.

Minimum Education: A Bachelor's degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, cybersecurity, natural sciences, social sciences, mathematics, or business/finance. A Master's Degree in an IT-related field may be substituted for 2 years' general experience. OR no college degree and 9 years of general IT-related experience of which at least 3 years must be specialized experience as a developer.

Developer 3

Minimum/General Experience:

This position requires a minimum of 7 years of increasingly complex and progressive experience in performing systems analysis, development, and implementation for business, mathematical, engineering, or scientific settings using a variety of information technology resources. Requires experience with current technologies and, where required for the task, emerging technologies. Must have experience with object or functionally oriented programming languages.

Functional Responsibilities: Duties may include but are not limited to: Analyzes functional business applications and design specifications for functional activities. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides guidance and training to less experienced analysts/programmers.

Minimum Education: A Bachelor's degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/programming, cybersecurity, natural sciences, social sciences, mathematics, or business/finance. A Master's Degree in an IT-related field may be substituted for 2 years' experience. A PhD in an IT-related field may be substituted for 5 years' experience. OR no college degree and 11 years of general IT-related experience of which at least 5 years must be specialized experience as a developer.

Developer 4

Minimum/General Experience:

This position requires a minimum of 10 years of increasingly complex and progressive experience in performing systems analysis, development, and implementation for business, mathematical, engineering, or scientific settings using a variety of information technology resources. Requires experience with current technologies and, where required for the task, emerging technologies. Must have experience with object or functionally oriented programming languages.

Functional Responsibilities: Duties may include but are not limited to: Formulates and defines

system scope and objectives. Prepares detailed specifications for programs. Designs, codes, tests, debugs, and documents programs. Works at the highest technical level of all phases of applications, systems analysis and programming activities including the installation of enhancements, security features, and analytical tools. Provides guidance and training to less experienced analysts/programmers.

Minimum Education: A Bachelor's degree with a curriculum or major field of study which provides substantial knowledge useful in managing large, complex projects closely related to the work to be automated, and/or in a computer science, information systems, cybersecurity, a physical science, or engineering. A Master's Degree (in subjects described above) may be substituted for 2 years' experience. A PhD (in subjects described above) may be substituted for 5 years' experience. OR no college degree and 14 years of directly related experience.

Developer 5

Minimum/General Experience:

This position requires a minimum of 15 years of increasingly complex and progressive experience in performing systems analysis, development, and implementation for business, mathematical, engineering, or scientific settings using a variety of information technology resources. Requires experience with current technologies and, where required for the task, emerging technologies. Must have experience with object or functionally oriented programming languages.

Functional Responsibilities: Duties may include but are not limited to: Analyzes functional business applications and design specifications for functional activities. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides guidance and training to less experienced analysts/programmers.

Minimum Education: A Bachelor's degree with a curriculum or major field of study which provides substantial knowledge useful in managing large, complex projects closely related to the work to be automated, and/or in a computer science, information systems, cybersecurity, a physical science, or engineering. A Master's Degree (in subjects described above) may be substituted for 2 years' experience. A PhD (in subjects described above) may be substituted for 5 years' experience. OR no college degree and 19 years of directly related experience.

Information Engineer 1

Minimum/General Experience:

This position requires a minimum of 3 years' experience, of which at least 2 years must be specialized. Specialized experience includes functional and data requirements analysis, systems analysis and design, programming, program design, and documentation preparation. The following experience is also required: demonstrated experience in the implementation of information engineering projects;

systems planning, business information planning, and business analysis.

Functional Responsibilities: Duties may include but are not limited to: Applies business process improvement practices to re-engineer methodologies/principles and business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques. Assists in establishing standards for information systems procedures. Develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems. Constructs sound, logical business improvement opportunities consistent with corporate information management guiding principles, cost savings, and open system architecture objectives.

Minimum Education: A Bachelor's degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/ programming, cybersecurity, natural sciences, social sciences, mathematics, or business/finance. OR no college degree with 7 years' experience of which 4 must be IT-related experience.

Information Engineer 2

Minimum/General Experience:

This position requires a minimum of 6 years' experience, of which at least 4 years must be specialized. Specialized experience includes functional and data requirements analysis, systems analysis and design, programming, program design, and documentation preparation. The following experience is also required: demonstrated experience in the implementation of information engineering projects; systems planning, business information planning, and business analysis. Must demonstrate the ability to work independently or under only general direction.

Functional Responsibilities: Duties may include but are not limited to: Applies business process improvement practices to re-engineer methodologies/principles and business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques. Assists in establishing standards for information systems procedures. Develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems. Constructs sound, logical business improvement opportunities consistent with corporate information management guiding principles, cost savings, and open system architecture objectives.

Minimum Education: A Bachelor's degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/ programming, cybersecurity, natural sciences, social sciences, mathematics, or business/finance. A Master's Degree may be substituted for 2 years' experience. OR no college degree and 10 years of general experience of which at least 4 must be IT-related experience.

Information Engineer 3

Minimum/General Experience:

This position requires a minimum of 10 years' experience, of which at least 8 years must be specialized. Specialized experience includes functional and data requirements analysis, systems analysis and design, programming, program design, and documentation preparation. The following experience is also required: demonstrated experience in the implementation of information engineering projects; systems planning, business information planning, and business analysis. Must demonstrate the ability to work independently or under only general direction.

Functional Responsibilities: Duties may include but are not limited to: Applies business process improvement practices to re-engineer methodologies/principles and business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques. Assists in establishing standards for information systems procedures. Develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems. Constructs sound, logical business improvement opportunities consistent with corporate information management guiding principles, cost savings, and open system architecture objectives.

Minimum Education: A Bachelor's degree in computer science/systems, information systems/technology, engineering/engineering technology, software engineering/ programming, cybersecurity, natural sciences, social sciences, mathematics, or business/finance. A Master's Degree (in subjects described above) may be substituted for 2 years' experience. A PhD (in subjects described above) may be substituted for 5 years' experience. OR no college degree and 14 years of general experience of which at least 12 years must be IT-related experience.

Information Engineer 4

Minimum/General Experience:

This position requires a minimum of 15 years' experience, of which at least 12 years must be specialized. Specialized experience includes information systems development, functional and data requirements analysis, systems analysis and design, programming, program design, and documentation preparation. The following experience is also required: demonstrated experience in the implementation of information engineering projects; systems planning, business information planning, and business analysis. Must demonstrate the ability to work independently or under only general direction.

Functional Responsibilities: Duties may include but are not limited to: Applies business process improvement practices to re-engineer methodologies/principles and business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques. Assists in establishing standards for information systems procedures. Develops and applies organization-wide information models for use in designing and building integrated, shared

software and database management systems. Constructs sound, logical business improvement opportunities consistent with corporate information management guiding principles, cost savings, and open system architecture objectives. May provide daily supervision and direction to staff.

Minimum Education: A Bachelor's degree in computer science/systems, information systems/technology, engineering/engineering technology software engineering/programming, cybersecurity, natural sciences, social sciences, mathematics, or business/finance. A Master's Degree in an IT-related field may be substituted for 2 years' experience. A PhD in an IT-related field may be substituted for 5 years' experience. OR no college degree and 19 years of general experience of which at least 12 years must be IT-related experience.

Program Manager 1 - Assistant Level

Minimum/General Experience:

This position requires a minimum of 3 years' general project management experience of projects that involve physical sciences, engineering, IT fields, or mathematics. Experience includes increasing responsibilities in project management.

Functional Responsibilities: Duties may include but are not limited to: Serves as an Assistant Project Manager on large or complicated Task Orders or as a Task Manager for small (under \$250,000), simple tasks, working with the Lead or TO Project Manager to ensure communications are timely and clear, project materials are prepped in a timely and accurate fashion, schedules are adhered to, and all deliverables reach the COR and Tech Lead on time.

Minimum Certification/Education: No certification required. No college degree required. A Master's Degree in Project Management can be substituted for 2 years' project management experience.

Program Manager 2 - Task Order Level

Minimum/General Experience:

This position requires a minimum of 6 years' general project management experience and 4 years' experience in managing projects involving physical sciences, engineering, mathematics, or IT-related fields, including cybersecurity and/or privacy. At least 2 years' experience managing contracted projects for a US federal agency. Experience includes increasing responsibilities in project management.

Functional Responsibilities: Duties may include but are not limited to: Serves as project manager for a large, complex task order and shall assist the Lead Program Manager in working with the ordering activity Contracting Officer (CO), the Federal Acquisitions Contract - Project/Program Manager (FAC-P/PM), the contract-level Contracting Officer's Representative (COR), and the task order-level COR(s), ordering activity management of personnel and NIST representatives. The Project Manager is responsible for the overall management of the specific task order(s) and ensuring that the technical

solutions and schedules in the task order are implemented in a timely manner. Performs enterprise-wide horizontal integration planning and interfaces to other functional systems.

Minimum Certification/Education: No college degree required. Must either be certified as a.) Project Management Professional (PMP) by the Project Management Institute (PMI) or other such credentialing organization, or b.) Have been or currently are certified as a FAC- Program/Project Manager (P/PM) (Mid or Senior level). A Defense Systems Management College (DSMC) Program Management (PM) certification of Level 2 or 3 will be considered equivalent to a FAC-P/PM Mid or Senior Level. A Master's Degree in Project Management can be substituted for 2 years' project management experience.

Program Manager 3 - Contract Level

Minimum/General Experience:

This position requires a minimum of 10 years' general project management experience, with at least 8 years managing projects involving physical sciences, engineering, mathematics, or IT-related fields, including cybersecurity and/or privacy. At least 5 years' experience managing contracted projects under an IDIQ for a US federal agency. Experience includes increasing responsibilities in project management.

Functional Responsibilities: Duties may include but are not limited to: Serves as the Lead Program Manager for the IDIQ contract as a whole. Serves as Project Manager for a large, complex task order (or a group of task orders affecting the same common/standard/migration system) and shall assist the Government Program Manager in developing/presenting project materials by and between the Contracting Officer (CO), the NIST FAC-P/PM, the contract-level COR, the task order-level COR(s), ordering activities of the management personnel and NIST representatives. The Program Manager is responsible for the overall management of all task order(s) and ensuring that the technical solutions and schedules of the task orders are implemented in a timely manner. Performs enterprise-wide horizontal integration planning and interfaces to other functional systems. The Program Manager shall also supervise Assistant Project Managers and Project Managers at the task order level.

Minimum Certification/Education: No college degree required. Must either be certified as a.) a PMP by the PMI or other such credentialing organization, or b.) Have been or is currently certified as a Senior-level FAC-P/PM, or c.) Have a DSMC PM certification of Level 3. A Master's Degree in Project Management can be substituted for 2 years' project management experience.

Security Engineer 2

Minimum/General Experience:

This position requires 8 years' experience in technology-oriented security engineering support related to hardware, software, O/S and/or processes. To be clear, this is an operational cybersecurity LCAT.

Functional Responsibility: Duties may include but are not limited to: network security design engineering, intrusion detection/prevention engineering design and/or execution, environment risk assessments, network security architectural engineering, operating system security and operational security process engineering; providing direction to intermediate and junior staff on the tasks needed to implement security objectives.

Minimum Education: A Bachelor's degree with a curriculum or major field of study which is closely related to the work to be automated, and/or in a computer science, information system, cybersecurity, engineering, or a mathematics intensive discipline. A Master's Degree (in subjects described above) may be substituted for 2 years' experience. A PhD (in subjects described above) may be substituted for 5 years' experience. OR no college degree and 12 years of directly applicable experience coupled with an industry or vendor technical certification (e.g., CISSP, CIPA, MCSE, MCSA, CCNA, CCNE, SCSA, etc.)

Security Engineer 3

Minimum/General Experience:

This position requires 12 years' experience in technology-oriented security engineering support related to hardware, software, O/S and/or processes. To be clear, this is an operational cybersecurity LCAT.

Functional Responsibility: Duties may include but are not limited to: network security design engineering, intrusion detection/prevention engineering execution, environment risk assessments, network security architectural engineering, operating system security and operational security process engineering; providing direction to junior staff on the tasks needed to implement security objectives.

Minimum Education: A Bachelor's degree with a curriculum or major field of study which is closely related to the work to be automated, and/or in a computer science, information system, cybersecurity, engineering, or a mathematics intensive discipline. A Master's Degree (in subjects described above) may be substituted for 2 years' experience. A PhD (in subjects described above) may be substituted for 5 years' experience. OR no college degree and 16 years of directly applicable experience coupled with and industry or vendor technical certification (e.g., CISSP, CIPA, MCSE, MCSA, CCNA, CCNE, SCSA, etc.).

Systems Administrator 1

Minimum/General Experience:

This position requires 3 years' experience in a large enterprise environment involving network architecture and management.

Functional Responsibility: Duties may include but are not limited to: Perform functions to plan, monitor, maintain, update, and provide security and support for NIST's servers. Monitor operation,

maintain, install, and upgrade software and hardware assets and ensure that systems are operating at optimal value.

Minimum Education: A Bachelor's degree with a curriculum in computer science, information technology, or related field required. OR no college degree and 7 years of directly applicable experience coupled with an industry or vendor technical certification (e.g., MCSE, RHCSA & RHCE, VCP-DCV, LPIC System Administrator, CompTIA Server +, etc.).

System Administrator 2

Minimum/General Experience:

This position requires 7 years' experience in a large enterprise environment involving network architecture and management.

Functional Responsibility: Duties may include but are not limited to: Perform functions to plan, monitor, maintain, update, and provide security and support for NIST's servers. Monitor operation, maintain, install, and upgrade software and hardware assets and ensure that systems are operating at optimal value.

Minimum Education: A Bachelor's degree with a curriculum or major field of study in computer science, information technology, or related field required. A Master's Degree (in subjects described above) may be substituted for 2 years' experience. A PhD (in subjects described above) may be substituted for 5 years' experience. OR no college degree and 11 years of directly applicable experience coupled with and industry or vendor technical certification (e.g., CISSP, CIPA, MCSE, MCSA, CCNA, CCNE, SCSA, etc.).

System Administrator 3

Minimum/General Experience:

This position requires 12 years' experience in in a large enterprise environment involving network architecture and management.

Functional Responsibility: Duties may include but are not limited to: Perform functions to plan, monitor, maintain, update, and provide security and support for NIST's servers. Monitor operation, maintain, install, and upgrade software and hardware assets and ensure that systems are operating at optimal value. May provide daily supervision and direction to staff.

Minimum Education: A Bachelor's degree with a curriculum or major field of study in computer science, information technology, or related field required. A Master's Degree (in subjects described above) may be substituted for 2 years' experience. A PhD (in subjects described above) may be substituted for 5 years' experience. OR no college degree and 16 years of directly applicable experience coupled with and industry or vendor technical certification (e.g., CISSP, CIPA, MCSE, MCSA, CCNA, CCNE, SCSA, etc.).

Technical Specialist 1

Minimum/General Experience:

This is an entry level position that has no minimum years of experience.

Functional Responsibilities: Performs technical tasks in the areas of engineering or science, performs research, conducts studies, communicates technical or scientific data via papers or presentations, supports system, software, or hardware engineering activities, serves as a resource in a technical or scientific area or in an area of specialty in support of systems development, implementation, operation, or support. Specialty areas of support may include but are not limited to: engineering, technical writing, training, graphics, technical research, planning, logistics, finance, budgeting, or management.

Minimum Education: A Bachelor's degree. OR no college degree and 4 years of relevant work experience.

Technical Specialist 2

Minimum/General Experience:

This position requires a minimum of 4 years of relevant technical experience supporting IT-related projects.

Functional Responsibilities: Performs technical tasks in the areas of engineering or science, performs research, conducts studies, communicates technical or scientific data via papers or presentations, supports system, software, or hardware engineering activities, serves as a resource in a technical or scientific area or in an area of specialty in support of systems development, implementation, operation, or support. Specialty areas of support may include but are not limited to: engineering, technical writing, training, graphics, technical research, planning, logistics, finance, budgeting, or management.

Minimum Education: A Bachelor's degree. OR no college degree and 8 years of relevant work experience.

Technical Specialist 3

Minimum/General Experience:

This position requires a minimum of 8 years of relevant technical experience supporting IT-related projects.

Functional Responsibilities: Performs technical tasks in the areas of engineering or science, performs

research, conducts studies, communicates technical or scientific data via papers or presentations, supports system, software, or hardware engineering activities, serves as a resource in a technical or scientific area or in an area of specialty in support of systems development, implementation, operation, or support. Specialty areas of support may include but are not limited to: engineering, technical writing, training, graphics, technical research, planning, logistics, finance, budgeting, or management.

Minimum Education: A Bachelor's degree. A Master's degree may be substituted for 2 years' experience. OR no college degree and 12 years of relevant work experience.

Technical Specialist 4

Minimum/General Experience:

This position requires a minimum of 12 years of relevant technical experience supporting IT-related projects.

Functional Responsibilities: Performs technical tasks in the areas of engineering or science, performs research, conducts studies, communicates technical or scientific data via papers or presentations, supports system, software, or hardware engineering activities, serves as a resource in a technical or scientific area or in an area of specialty in support of systems development, implementation, operation, or support. Specialty areas of support may include but are not limited to: engineering, technical writing, training, graphics, technical research, planning, logistics, finance, budgeting, or management.

Minimum Education: A Bachelor's degree. A Master's degree may be substituted for 2 years' experience. A PhD degree may be substituted for 5 years' experience. OR no college degree and 16 years of relevant work experience.

Technical Specialist 5

Minimum/General Experience:

This position requires a minimum of 16 years of relevant technical experience supporting IT-related projects.

Functional Responsibilities: Performs technical tasks in the areas of engineering or science, performs research, conducts studies, communicates technical or scientific data via papers or presentations, supports system, software, or hardware engineering activities, serves as a resource in a technical or scientific area or in an area of specialty in support of systems development, implementation, operation, or support. Specialty areas of support may include but are not limited to: engineering, technical writing, training, graphics, technical research, planning, logistics, finance, budgeting, or management.

Minimum Education: A Bachelor's degree. A Master's degree may be substituted for 2 years'

experience. A PhD degree may be substituted for 5 years' experience. OR no college degree and 20 years of relevant work experience.

Technical Subject Matter Expert 2

Minimum/General Experience:

This position requires 8 years of intensive and progressive experience in the applicable specialty field, or, if the subject matter is less than 8 years old, the position requires being involved in the subject matter since the inception of the subject matter.

Functional Responsibilities: Duties may include but are not limited to: Applies subject matter knowledge to high level analysis, collection, assessment, design, development, modeling, simulation, integration, installation, documentation, and implementation. Resolves problems that require an intimate knowledge of the related technical subject matter. Applies principles and methods of the subject matter to specialized solutions. Includes but not limited to: identity management, biometrics, industrial controls, electronic voting, cloud computing, cybersecurity, cryptography, virtualization, PKI, XML, applied IT policy and compliance, networking, business processes, security automation, and logistical support activities.

Minimum Education: A Bachelor's degree with a curriculum or major field of study which is closely related to the work to be accomplished, and/or in a computer science, information system, cybersecurity, privacy, engineering, or a mathematics intensive discipline. A Master's Degree in a field related to the work may be substituted for 2 years' experience. A PhD degree in a field related to the work may be substituted for 5 years of experience. OR no college degree and 12 years of intensive and progressive experience in the applicable specialty field.

Technical Subject Matter Expert 3

Minimum/General Experience:

This position requires 12 years of intensive and progressive experience in the applicable specialty field or, if the subject matter is less than 10 years old, the position requires being involved in the subject matter since the inception of the subject matter.

Functional Responsibilities: Duties may include but are not limited to: Applies subject matter knowledge to high level analysis, collection, assessment, design, development, modeling, simulation, integration, installation, documentation, and implementation. Resolves problems, which require an intimate knowledge of the related technical subject matter. Applies principles and methods of the subject matter to specialized solutions. Includes but not limited to; identity management, biometrics, industrial controls, electronic voting, cloud computing, cyber security, cryptography, virtualization, PKI, XML, applied IT policy and compliance, networking, business processes, security automation, and logistical support activities.

Minimum Education: A Bachelor's degree with a curriculum or major field of study which is closely

related to the work to be accomplished, and/or in a computer science, information system, cybersecurity, privacy, engineering, or a mathematics intensive discipline. A Master's Degree in a field related to the work may be substituted for 2 years' experience. A PhD degree in a field related to the work may be substituted for 5 years of experience. OR no college degree and 16 years of intensive and progressive experience in the applicable specialty field.

Technical Subject Matter Expert 4

Minimum/General Experience:

This position requires 18 years of intensive and progressive experience in the applicable specialty field or, if the subject matter is less than 18 years old, the position requires being involved in the subject matter since the inception of the subject matter.

Functional Responsibilities: Applies subject matter knowledge to high level analysis, collection, assessment, design, development, modeling, simulation, integration, installation, documentation, and implementation. Resolves problems, which require an intimate knowledge of the related technical subject matter. Applies principles and methods of the subject matter to specialized solutions. Includes but not limited to; identity management, biometrics, industrial controls, electronic voting, cloud computing, cyber security, cryptography, virtualization, PKI, XML, applied IT policy and compliance, networking, business processes, security automation, and logistical support activities.

Minimum Education: A Bachelor's degree with a curriculum or major field of study which is closely related to the work to be accomplished, and/or in a computer science, information system, cybersecurity, privacy, engineering, or a mathematics intensive discipline. A Master's Degree in a field related to the work may be substituted for 2 years' experience. A PhD degree in a field related to the work may be substituted for 5 years of experience. OR no college degree and 22 years of intensive and progressive experience in the applicable specialty field.

Vulnerability Analysis Specialist

Minimum/General Experience:

This position requires a minimum of 5 years' general IT experience, of which at least 2 years must be specialized experience in vulnerability analysis, incident response, or vulnerability management. Must demonstrate the ability to work independently or under only general direction.

Functional Responsibilities: Duties may include but are not limited to: Analyzes configuration settings, vulnerabilities, patches and applies standardized scoring models. Must demonstrate good written and verbal communication skills for client interactions. May provide daily supervision and direction to support staff.

Minimum Education: Associates Degree, IT industry certification in a platform or applications (e.g., MCSA, MSCE, CCNA, CCNE, SCSA, etc.) or demonstrated work experience in vulnerability analysis. A

Bachelor's degree may be substitute for 2 years' general IT experience. OR no college degree and at least 6 years of experience in general IT experience of which 2 years must be specialized experience in vulnerability analysis, incident response, or vulnerability management.

Vulnerability Analysis Specialist (Lead)

Minimum/General Experience:

This position requires a minimum of 5 years' experience, of which at least 3 years must be specialized experience in vulnerability analysis, incident response, or vulnerability management. Must demonstrate the ability to work independently or under only general direction.

Functional Responsibilities: This position will provide daily supervision and direction to vulnerability analysis support staff. This position will also support the analysis tasks to augment the efforts of the analysis support staff. This position requires 3 years' prior experience supervising vulnerability analysts, incident response personnel, or vulnerability management personnel, along with performing at least one of these activities. Must demonstrate the ability to author data analysis process documentation that is clear, complete, and concise.

Minimum Education: A Bachelor's degree in computer science/ systems, information systems/ technology, engineering/ engineering technology, software engineering/ programming, cybersecurity, natural sciences, social sciences, mathematics, or business/finance. A Master's degree (in subjects described above) may be substituted for 2 years' experience. OR no college degree and at least 9 years of experience, of which 3 years must be specialized experience in vulnerability analysis, incident response, or vulnerability management.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 IDIQ Performance Work Statement

PERFORMANCE WORK STATEMENT
Cybersecurity and Privacy Support Services (CAPSS) IDIQ Contract

1. BACKGROUND

The National Institute of Standards and Technology (NIST) develops cybersecurity standards, guidelines, best practices, and other resources to meet the needs of U.S. industry, federal agencies, and the broader public. Our work ranges from specific information that can be put into practice immediately to longer-term research that anticipates advances in technologies and future challenges.

As part of our efforts to cultivate trust in information, systems, and technologies and to help organizations measure and manage risk, we carry out cybersecurity assignments defined by federal statutes, executive orders, and policies, including developing cybersecurity standards and guidelines for federal agencies.

Our cybersecurity activities are driven by the needs of U.S. industry, government agencies, and the broader public, and they are undertaken only if our expertise is appropriate for NIST, which is a non-regulatory agency, and can make a difference. We manage very few operational programs, recognizing that other agencies and organizations focus on those aspects of cybersecurity, often using NIST-developed resources to inform their work.

NIST works closely with organizations in the public and private sectors to ensure that our information can be readily leveraged to address specific issues that they face. We listen, communicate, coordinate, and cooperate with industry and other agencies to prioritize and deliver the most effective information and services. When NIST produces documents and tools for federal agencies, we take their special needs into account while recognizing that many of these resources will be applied in the private sector and by state, local, and tribal government agencies. These activities take place primarily in the NIST Information Technology Laboratory (ITL) but also involve other parts of the agency.

Our priorities include cryptography, emerging technologies, enhanced risk management, identity and access management, cybersecurity measurements, privacy, trustworthy networks, trustworthy platforms, and education, training, and workforce development.

2. SCOPE OF WORK

The purpose of this Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract is for the contractor to provide cybersecurity and privacy technical expertise for the development of standards, guidelines, and research documents. The contractor shall also provide support services to NIST to engage stakeholders. Task orders issued under this contract may be firm fixed price, labor hour/time & materials (T&M), or a hybrid of both contract types. The type of task order will be clearly identified in each individual order.

The purpose of this contract is to gain technical expertise and consultation in multiple specified areas of cyber and information security and privacy to ensure that the NIST mission can be met to "provide standards, technology, tools, and practices to protect our nation's information and information systems." Operational cybersecurity services will make up only a small portion of this IDIQ.

PERFORMANCE WORK STATEMENT

Cybersecurity and Privacy Support Services IDIQ Contract

NIST expects the requirements of its mission to expand and anticipates the need for support in meeting these requirements. The support needed to ensure a successful mission ranges from internal programmatic support to technical expertise and research consulting in a wide range of cyber and information security areas. It is also anticipated that ITL will need support with outreach efforts of various kinds.

The intended outcome is for NIST to have the ability to ensure that support is available when needed for specific tasks, as they are identified through internal requirements and resource evaluation, so NIST can accomplish its mission, meet higher organizational expectations, and provide cyber and information security mechanisms to reduce the risks to organizations, individuals, and the Nation.

While the primary objective of this contract is to serve the consulting, engineering, research, outreach, and development needs of the Computer Security Division (CSD) and the Applied Cybersecurity Division (ACD), other divisions in NIST with related security and/or privacy work are also authorized to use the vehicle.

3. SPECIFIC TASKS

The specific tasks required under this IDIQ contract will be detailed in individual task orders. However, the following section provides information on the types of tasks that the contractor will be required to perform. Specific areas anticipating support include but are not limited to:

3.1. Technical inputs into and support the development of, Standards, Guidelines, NIST Interagency Reports (NISTIRs), Models, Measures, Derived Test Requirements (DTRs), and Standard Reference Material(s).

NIST develops and maintains an extensive collection of standards, guidelines, recommendations, and research on the security and privacy of information and information systems. This includes various NIST technical publication series.

The contractor shall provide technical input and support for the development of these reports. The definition and background of the reports are listed, but not limited to the following:

1. Standards – NIST Standards such as FIPS, ISO/IEC standards...etc.
2. Guidelines - NIST Special Publications (SPs)
3. NIST Interagency Reports (NISTIRs) - Reports of research findings, including background information for Federal Information Processing Standards (FIPS) and NIST Special Publications (SPs).
4. Models – Data models and simulation testing
5. Measures – Develop metrics for cybersecurity and privacy
6. Derived Test Requirements (DTRs) – Development detailed procedures, inspections, and tests that the tester must follow, and the expected results that must be achieved for the topics below. These detailed methods are intended to provide a high degree of objectivity during the testing process and to ensure consistency.
7. Standard Reference Material(s)

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Specifics in each Task Order. Input(s) shall be technically correct, relevant to subject matter, and appropriate to designated audiences (i.e., Federal Government and Industry) . Formats shall follow NIST CSD, ITL, and Editorial Review Board (ERB) requirements. Topic areas may include, but are not limited to:

- a. Cyber-physical systems, public safety communications, health information technology, electronic voting, critical infrastructure, and Federal agency cybersecurity practices
- b. Cyber supply chain risk management
- c. Cybersecurity awareness, training, education, and workforce development
- d. Cryptographic research and techniques for emerging applications
- e. Validation programs (for example, cryptographic modules, security content automation protocols)
- f. Identity, access, and privilege management
- g. Cloud computing and virtualization
- h. Mobile security
- i. Network and internet security
- j. Advanced security testing, measurement, and reference data (for example, security content automation, incident handling, vulnerability management, and information sharing)
- k. Technical security metrics (for example, roots of trust, combinatorial testing, attack graphs)
- l. Organizational and system risk assessment and management
- m. Software and application development, and application modeling
- n. Privacy engineering and risk management
- o. Cybersecurity and privacy in Health Information Technology (HIT) issues
- p. Machine Learning and Artificial Intelligence (ML/AI) cybersecurity, privacy, and trustworthiness issues (for example, bias within AI)

Existing publications are located at <https://csrc.nist.gov/publications>.

3.2. Research and support services for modeling, test, data research and mission support.

Specifics in each Task Order. The contractor shall provide software development, application development, and application modeling support. These support services include design, develop, test, and deploy software, applications, Web applications, and/or multi-tier solutions in order to meet specific business needs in accordance with supplied requirements.

These services include data modeling, data schema design, database design, data transformation, and data loading services. This may include the creation and/or maintenance of web-enabled data presentation and input applications to support specific business needs. Services may also include the need for identification and authentication mechanisms to control access to applications. Provide business process modeling of current work processes to identify opportunities for resource savings

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and automation efforts. Topic areas of development work to be conducted may include, but are not limited to:

- a. Computer Security Resource Center content management system implementation and workflow development (<https://csrc.nist.gov>)
- b. National Vulnerability Database (NVD) data query, analysis, visualization, and subscription tool development, as well as developing AI capabilities for analysis (<https://nvd.nist.gov/>)
- c. Automation and workflow development for US Government Configuration Baseline (USGCB) and National Checklist Program (NCP) data
- d. Security Content Automation Protocol (SCAP) Automated testing and reference implementations
- e. Generation of STIX-expressed indicators from cyber forensic analysis tools
- f. Generation of SCAP-expressed content from automated indicators
- g. Policy Machine demonstrations and reference implementations
- h. Proof of concept of various PIV and derived credential implementations and associated validation tools
- i. Cryptographic Validation Program (CVP) automated testing system and reference algorithm software development
- j. Creation and management of public collaboration sites for numerous projects

3.3. Research work to be conducted in the following areas.

Specifics in each Task Order. The contractor shall provide research support services on the following topics. The topic areas may include, but are not limited to:

- a. Cyber-physical systems, public safety communications, health information technology, electronic voting, critical infrastructure, and Federal agency cybersecurity practices
- b. Cyber supply chain risk management
- c. Cybersecurity awareness, training, education, and workforce development
- d. Cryptographic research and techniques for emerging applications
- e. Validation programs (for example, cryptographic modules, security content automation protocols)
- f. Identity, access, and privilege management
- g. Cloud computing and virtualization
- h. Mobile security
- i. Network and internet security
- j. Advanced security testing, measurement, and reference data (for example, security content automation, incident handling, vulnerability management, and information sharing)
- k. Technical security metrics (for example, roots of trust, combinatorial testing, attack graphs)
- l. Organizational and system risk assessment and management
- m. Software and application development, and application modeling
- n. Privacy engineering and risk management

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- o. Cybersecurity and privacy in Health Information Technology (HIT) issues
- p. Machine Learning and Artificial Intelligence (ML/AI) cybersecurity, privacy, and trustworthiness issues (for example, bias within AI)

3.4. Support development and implementation of processes and mechanisms to enable effective outreach and communications with collaborators and stakeholders across the cybersecurity landscape, including industry, academia, standards organizations, and governments.

Specifics in each Task Order. The contractor shall provide outreach and communications support services. The support services may include, but are not limited to:

- a. Planning and supporting workshops, conferences, webinars, and meetings
- b. Facilitating discussions and consensus-making
- c. Supporting use of communications tools including social media and innovative publishing methods
- d. Creating and/or managing a web environment and web content
- e. Testing web usability and efficacy
- f. Preparing lessons learned from previous outreach work
- g. Developing use cases and tools to enable the implementation of various NIST frameworks
- h. Supporting the preparation, tracking, analysis, and adjudication of Requests for Information and other public comment responses

3.5. Program operations and analysis work to be conducted in the following areas.

Specifics in each Task Order. The contractor shall provide program operation and analysis support for the follow NIST programs. The topic areas may include, but are not limited to:

- a. [National Vulnerability Database \(NVD\)](#) analysis and operations
- b. [Cryptographic Algorithm Validation Program \(CAVP\)](#) analysis and operations
- c. [Cryptographic Module Validation Program \(CMVP\)](#) analysis
- d. [Security Content Automation Program \(SCAP\)](#) Validation analysis, development, and support to labs and vendors
- e. [Cryptographic Validation Program \(CVP\)](#) support to labs and vendors

3.6. Reports, analysis, and project tracking meeting external requirements.

The Computer Security Division (CSD) and the Applied Cybersecurity Division (ACD) specifically work with Congress and the White House Administration to inform policy decisions with technical expertise. Congressional staff and the Executive branch often work with NIST to develop and streamline pre-market research and develop technologies into federal initiatives. Some Congressional efforts that ITL divisions have supported include the Help America Vote Act (HAVA), the Federal Information Security Management Act (FISMA), and the Computer Security Research and Development Act (CSR&DA). The White House administrative support initiatives include the Federal

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Desktop Core Configuration (FDCC) Office of Management and Budget (OMB) initiative, IPv6 Transformation, Homeland Security Presidential Directive (HSPD) 12 on federal employee identification badges, and Domain Name System (DNS) Security.

The majority of the research, development, and congressional/administration support requires the use of highly experienced Subject Matter Experts (SMEs) with considerable knowledge and experience in the technologies being standardized or otherwise transitioned into market or mandate initiatives. Often there are needs for rapid responses to legislative mandates, executive orders, and White House initiatives. These rapid responses require extremely fast staffing by a variety of experts that can produce high-quality deliverables very quickly. For example, in 2016, NIST hosted The President's Commission on Enhancing National Cybersecurity, which required contractor support to accomplish their work. The Commission began work in April and published their final report that December. During this time contractors were utilized not only to support the Commission operationally, but also to very quickly produce white papers on various topics needed by the Commission members.

Specifics in each Task Order. The contractor shall provide programmatic support in Project Management, perform research and analysis of various topics within the realm of cybersecurity and privacy, creation of project reports, project resource tracking, project and program requests for resources, and support in the creation of required documentation with specific formatting and graphic support requirements.

3.7. Recommendations on standards activities that reflect NIST and DOC strategic positions, and interaction with Standards Development Organizations.

Specifics in each Task Order. The contractor shall provide technical expertise and consultation to support CSD and ACD in the identification, selection, constraining, and/or harmonization of Standards in existence and/or on the progression of standards under development by national, international, and other Standards Development Organizations (SDOs). Provide technical expertise and assistance in creating technically correct input relevant to the subject matter of the Standard under development in an SDO and provide administrative support where required.

Task Orders issued will be accurate, complete, and explicit with specifics of what is required and expected to the maximum extent practicable. Each Task Order will be performance based with specific criteria for acceptance by the Contracting Officer's Representative (COR) to the maximum extent practicable.

All task orders shall include monthly project reports that shall, at a minimum, include progress made on task specified milestones using sub-tasks complete and sub-tasks remaining, as well as updates on schedule and budget/cost, along with any other specified information detailed in the individual task order(s).

4. DELIVERABLES AND DELIVERABLE DUE DATES

Each task order placed under this contract will include deliverables and deliverable due dates to the maximum extent practicable.

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5. PERIOD OF PERFORMANCE

This IDIQ contract shall have a 5-year period of performance as follows:

June 1, 2023 through May 31, 2028

The start/end dates are subject to change based on date of award.

6. GOVERNMENT-FURNISHED EQUIPMENT, DATA AND/OR INFORMATION

Specific Government Furnished Property, Data, and/or Information will be detailed in individual task orders. If work is to be performed at NIST, the location will be the NIST Gaithersburg, MD campus. All Contractor personnel working on site at NIST for 6-months or longer shall be required to go through specific Federal Personal Identity Verification (PIV) processes in order to be compliant with HSPD-12. Contractors issued GFE or NIST credentials for longer than 180 days will likewise be required to go through the specified processes to obtain a PIV card. Specifics will be provided upon the award of individual task orders. General information on Government badging requirements can be found at <http://www.fedidcard.gov/>.

A spreadsheet will be furnished to the Contractor's Program Manager (Contract Level) to assist in tracking Government Furnished Equipment (GFE). This list must be updated minimally once per year, or upon request by the Government Program/Project Manager (P/PM). This spreadsheet at a minimum will track each contractor employee that has been furnished GFE, a phone number for each contractor employee, the NIST property tag number and serial number for each piece of equipment, and the physical location of the equipment.

7. RISK ASSESSMENT

The risk assessment for individual task orders under this contract ranges from None to IT-Moderate.

8. CONTRACTOR PERSONNEL REQUIREMENTS

The Contractor shall be responsible for employing technically qualified personnel to perform the work specified in this PWS and all task orders issued under the contract. The Contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets task order requirements. Personnel assigned to, or utilized by, the Contractor in performance of work shall be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable, and professional manner. The Contractor shall have the ability to provide qualified resources as Key Personnel on a consistent basis for individual task orders. For example, the contractor will be required to assign a Project Manager to each task order, along with other technical key personnel.

8.1. Base IDIQ Contract Key Personnel

The contractor must provide a Program Manager at the base IDIQ contract level (Program Manager 3 – Contract Level) as key personnel under this contract. The key personnel will be identified in the

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resultant IDIQ contract and shall be subject to the terms and conditions of clause 1352.237-75 Key Personnel. This is the ONLY contractor key personnel position required at the base IDIQ contract level. See below for the applicable labor category for this base contract key personnel position, along with minimum qualifications and functional responsibilities. No other key personnel are required at the base IDIQ contract level.

8.2. PROGRAM MANAGER 3 - CONTRACT LEVEL

Minimum/General Experience: This position requires a minimum of 10 years' general project management experience and 3 years IT experience in computer security and/or privacy. Experience includes increasing responsibilities over a period of time.

Functional Responsibilities: Duties may include but are not limited to: Serves as the program manager for the IDIQ contract as a whole. Serves as program manager for a large, complex task order (or a group of task orders affecting the same common/standard/migration system) and shall assist the Government Program Manager in developing/presenting project materials by and between the Contracting Officer (CO), the Federal Acquisitions Contract - Project/Program Manager (FAC-P/PM), the contract-level Contracting Officer's Representative (COR), the task order-level COR(s), ordering activities of the management personnel and customer agency representatives. The Program Manager is responsible for the overall management of all task order(s) and ensuring that the technical solutions and schedules of the task orders are implemented in a timely manner. Performs enterprise-wide horizontal integration planning and interfaces to other functional units/organizations. The Program Manager may also supervise Project Managers at the task order level.

Minimum Education: Must either be certified as a.) a Project Management Professional (PMP) by the Project Management Institute (PMI) or other such credentialing organization, or b.) a Defense Acquisition Workforce Improvement Act (DAWIA) Project Manager Level III, or c.) Have been, or is currently, certified as a Senior-level FAC-Program/Project Manager (FAC-P/PM). A Bachelor's degree in computer science/engineering technology, software/programming, cybersecurity, IT privacy, or mathematics can be substituted for 2 years' general experience and 2 years IT experience. A PhD or Master's Degree (in subjects described above) can be substituted for 3 years IT experience. A Master's Degree in Project Management can be substituted for 3 years' project management experience.

8.3. Required IDIQ Labor Categories

See Section B of the official Request for Proposal (RFP) for a list of the labor categories that must be made available by the contractor under the base IDIQ contract, at a minimum.

RFP Provisional Language: *Per the Instructions to Offerors section of the RFP, offerors must propose the labor categories detailed in Section B of the RFP, for the base IDIQ contract (using the description of duties and minimum qualifications shown in Section B for each labor category) in their Management Approach Volume (see instructions for Factor B Management Approach - Labor Category Description, and propose ceiling fully burdened hourly labor rates for each labor category for each year of the IDIQ contract, for both Onsite (Government location) and Offsite (Contractor location), in their Business Volume. Offerors must propose a*

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“Schedule of IDIQ Labor Categories,” complete with a description of duties and minimum qualifications, that includes the labor categories specified in Section B of the RFP in their Technical Volume.

Note that the “Program Manager 3 – Contract Level” is the only position/labor category that also requires an actual candidate to be proposed as key personnel for the IDIQ contract itself. The Government is NOT requesting that Offerors propose actual candidates for the remaining IDIQ labor categories for the IDIQ contract itself. See Instructions to Offerors section of the RFP for requirements for proposing actual candidates for key personnel positions for each Mock Task Order included in the RFP.

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Cybersecurity and Privacy Support Services (CAPSS) IDIQ Contract

9. PERFORMANCE REQUIREMENT SUMMARY (PRS)

The Performance Requirements Summary for each task will be included in each individual task order, as applicable. However, the following is a generalized Performance Requirements Summary for this IDIQ Contract. Additional details, including acceptable quality levels, will be identified in individual task orders to the maximum extent practicable.

| Desired Output | Required Service | Performance Standard | Monitoring Method |
|--|--|---|--------------------------|
| 1. Standards, Guidelines, NISTIRs, Models, Measures, DTRs, Standard Reference Material | Provide technical inputs into, and support the development of, Standards, Guidelines, NIST Interagency Reports (NISTIRs), Models, Measures, Derived Test Requirements (DTRs), and Standard Reference Material(s) | Deliverables are technically correct, of professional quality, free of typographical and grammatical errors, and relevant to subject and intended audience. Format acceptable by NIST Editorial Review Board (ERB). | Specified in Task Orders |
| 2. Working software, applications, and application models | Research and support services for modeling, test, data research and mission support. Design, develop, test, and deploy software, applications, Web applications, and/or multi-tier solutions in order to meet specific business needs in accordance with supplied requirements. Provide data modeling, data schema design, database design, data transformation and data loading services. This may include creation and/or maintenance of web-enabled data presentation and input applications to support specific business needs. Service may also include the need for identification and authentication mechanisms to control access to applications. Provide business process modeling of current work processes to identify opportunities for resource savings and automation effort | Software, applications, and application models accurately reflect technical specifications given. Software, applications, and application models meet or exceed any quality standards set out in individual task orders | Specified in Task Orders |
| 3. Reports and other documentation of research completed | Research work to be conducted in assorted areas. Reports and/or other documentation | Deliverables are technically correct, of professional quality, free of typographical and | Specified in Task Orders |

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| | | | |
|---|---|--|--------------------------|
| | prepared to convey the results of research conducted | grammatical errors, and relevant to subject and intended audience | |
| 4. Effective outreach and communications with collaborators and stakeholders | Support development and implementation of processes and mechanisms to enable effective outreach and communications with collaborators and stakeholders across the cybersecurity landscape, including industry, academia, standards organizations, and governments | Deliverables are technically correct, of professional quality, free of typographical and grammatical errors, and relevant to subject and intended audience | Specified in Task Orders |
| 5. Successful program operations and results of analysis work | Program operations and analysis work to be conducted in assorted areas. Results of analysis work prepared in reports or other documentation. Program operations shall have ongoing tracking and reporting capabilities. | Deliverables are technically correct, of professional quality, free of typographical and grammatical errors, and relevant to subject and intended audience | Specified in Task Orders |
| 6. Reports, analysis, and successful project tracking results that meet external requirements | Reports, analysis, and project tracking meeting external requirements | Deliverables are technically correct, of professional quality, free of typographical and grammatical errors, and relevant to subject and intended audience | Specified in Task Orders |
| 7. Thoughtful recommendations on standards activities; acceptable interactions with SDOs | Recommendations on standards activities that reflect NIST and DOC strategic positions, and professional-quality interaction with Standards Development Organizations (SDOs) | Deliverables are technically correct, of professional quality, free of typographical and grammatical errors, and relevant to subject and intended audience | Specified in Task Orders |

SECTION E
INSPECTION AND ACCEPTANCE

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

E.2 52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAR 2001)

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

"Contractor`s managerial personnel" means any of the Contractor`s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor`s business;

(2) All or substantially all of the Contractor`s operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials" includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) 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.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)

(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor`s managerial personnel; or

(2) The conduct of one or more of the Contractor`s employees selected or retained by the Contractor after any of the Contractor`s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor`s obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of Clause)

SECTION F
DELIVERIES OR PERFORMANCE

F.1 52.242-15 STOP-WORK ORDER (AUG 1989)
(Reference 52.242-15)

F.2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
(Reference 52.242-17)

F.3 1352.270-70 PERIOD OF PERFORMANCE (APR 2010)

- (a) The base period of performance of this contract is from TBD through TBD . If an option is exercised, the period of performance shall be extended through the end of that option period.
- (b) The option periods that may be exercised are as follows:

| Period | Start Date | End Date |
|------------|------------|----------|
| Option I | | |
| Option II | | |
| Option III | | |
| Option IV | | |

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

(End of clause)

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 IDIQ CONTRACT INFORMATION

IDIQ CONTRACT INFORMATION

A . Description of contract:

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

B . Multiple Award Preference:

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

C . Task Orders:

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

a . Work shall be initiated only by issuance of a fully executed task order by the contracting officer. The work to be performed under these task orders must be within the scope of the PWS in Section C of the contract. The Government is only liable for costs expended under the terms and conditions of the contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized shall not be allowed.

b . The Contractor shall provide a quotation/proposal in response to a request for quotation/proposal under the contract. The quotation/proposal shall address the scope of work, specific tasks and deliverables detailed in the PWS of the applicable task order and shall include the proposed firm fixed price(s). If travel is required, the Contractor shall include estimated travel expenses for the completion of the task order.

c . Based upon the quotation/proposal, the Contractor and the Government shall negotiate the number of hours and labor mix required to complete the task order, any changes in the scope of the work to be performed, the schedule, or the deliverables to be provided in the task order as needed.

d . Within five (5) working days following the conclusion of any negotiations, unless specifically stated otherwise in communications from the Contracting Officer, related to the quotation, the Contractor shall submit a revised quotation/proposal which reflects the negotiated agreement.

e . Task orders shall be considered fully executed upon signature of the contracting officer. The Contractor shall begin work on the task order in accordance with the effective date of the task order.

f . Each task order will specify the following to the maximum extent practicable: 1) Specific Tasks to be performed, 2) Deliverables and Due Dates, 3) Period of Performance, 4) Place of Performance, 5) Firm Fixed Price, 6) Any applicable reporting requirements, and 7) Any applicable Government-furnished property.

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

a . The contracting officer will provide each awardee a fair opportunity to be considered for each order exceeding \$10,000 issued under the IDIQ contract. Streamlined processes may be used for task orders exceeding \$10,000 up to simplified acquisition threshold. A request for quotations/proposals will be distributed to all contract holders and will contain, to the maximum extent practicable, the items detailed in b(i-v) below. In addition, the contracting officer need not contact each of the multiple awardees under the contract before selecting an order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order and the order does not exceed \$6.0 million. The competition requirements in FAR Part 6 and the policies in FAR Subpart 15.3 do not apply to the ordering process.

b . For task orders in excess of \$6.0 million, a request for quotations /proposals will be distributed to all contract holders and will contain, at a minimum –

- i . A notice of the task or delivery order that includes a clear statement of NIST's requirements;
- ii. A reasonable response period;
- iii. Disclosure of the significant factors and sub-factors, including cost or price, that the agency expects to consider in evaluating proposals, and their relative importance;
- iv. Where award is made on a best value basis, a written statement documenting the basis for award and the relative importance of quality and price or cost factors; and
- v . An opportunity for a post-award debriefing in accordance with FAR Subpart 16.505(b)(4).

c . Exceptions to the fair opportunity process: The contracting officer will give every contract holder a fair opportunity to be considered for a task order exceeding \$10,000 unless one of the statutory exceptions detailed in FAR Subpart 16.505 (b)(2) applies.

d . Evaluation factors for award of task orders: The evaluation factors for award that may be used when competing individual task orders will be: Management Approach, Technical Approach, Specialized Experience, Past Performance and Price. However, detailed descriptions of each factor and potential sub-factors will be provided in the request for quotations/proposals for each individual task order. Should additional evaluation factors or factors other than the ones listed above be applicable to a particular task order, the contracting officer may incorporate said evaluation factors into the request for quotations/proposals for an individual task order. All contract holders will be made aware of the evaluation factors for award for an individual task order.

D . Task-order and delivery-order ombudsman:

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

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

G.2 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)
(Reference 1352.201-70)

G.3 1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (APR 2010)
(Reference 1352.201-72)

G.4 1352.245-70 GOVERNMENT FURNISHED PROPERTY (APR 2010)
(Reference 1352.245-70)

G.5 52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEPT 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

OAM_Mailbox@doc.gov

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

G.6 1352.216-76 PLACEMENT OF ORDERS (APR 2010)

(a) The contractor shall provide goods and/or services under this contract only as directed in orders issued by authorized individuals. In accordance with FAR 16.505, each order will include:

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

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

(c) If multiple awards have been made, the contact information for the DOC task and delivery order ombudsman is Suzanne Porche

(End of clause)

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 LOCAL CLAUSE – CONTRACTOR RESPONSIBILITY

LOCAL CLAUSE – CONTRACTOR RESPONSIBILITY

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

LOCAL CLAUSE – NON PERSONAL SERVICES

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

LOCAL - TIME & MATERIALS AND/OR LABOR HOUR TRANSITION TO FIRM-FIXED-PRICE

The Government retains the ability to restructure the IDIQ contract and task orders, partially or completely, to Firm-Fixed-Price at any time during the contract period. Should the Government determine portion(s) of the Time-and-Materials and/or Labor Hour work can be converted to Firm-Fixed-Price, the Contracting Officer will request a price quote for the requirements identified and an equitable adjustment will be negotiated. A subsequent bilateral modification to the contract/order would then be issued.

(END OF
TEXT)

- H.4 1352.208-70 RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010)
(Reference 1352.208-70)
- H.5 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010)
(Reference 1352.209-72)
- H.6 1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)
(Reference 1352.209-73)
- H.7 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)
(Reference 1352.209-74)
- H.8 1352.216-74 TASK ORDERS (APR 2010)
(Reference 1352.216-74)
- H.9 1352.231-71 DUPLICATION OF EFFORT (APR 2010)
(Reference 1352.231-71)
- H.10 1352.237-70 SECURITY PROCESSING REQUIREMENTS - HIGH OR MODERATE RISK CONTRACTS (APR 2010)
(Reference 1352.237-70)
- H.11 1352.237-71 SECURITY PROCESSING REQUIREMENTS - LOW RISK CONTRACTS (APR 2010)
(Reference 1352.237-71)
- H.12 1352.239-71 ELECTRONIC AND INFORMATION TECHNOLOGY (APR 2010)
(Reference 1352.239-71)
- H.13 1352.239-72 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (APR 2010)
(Reference 1352.239-72)
- H.14 1352.237-75 KEY PERSONNEL (APR 2010)

(a) The contractor shall assign to this contract the following key personnel:
SENIOR PROGRAM MANAGER, TBD

(b) The contractor shall obtain the consent of the Contracting Officer prior to making key personnel substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved by the Contracting Officer.

(c) Requests for changes in key personnel shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

(End of Clause)

- H.15 NIST LOCAL-07 COMPUTER SECURITY POLICY

All contractor personnel shall read and be familiar with the Computer

Security Policy at NIST which can be downloaded from the NIST internal web site at http://www-i.nist.gov/cio/itsd/pp_nist/policy/policy_accnuse.html. This policy is hereby incorporated by reference as if fully set forth. The Contractor and its employee(s) and agents shall abide by the terms and conditions of the policy throughout the period of performance (including any exercised option periods) of this contract.

(END OF CLAUSE)

H.16 NIST LOCAL-36 TRAVEL NOTE

(a) The government will reimburse the contractor for all necessary expenses in connection with travel authorized pursuant to this order/contract. Costs incurred for lodging, meals, and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations prescribed by the General Services Administration.

(b) Subsistence is authorized in accordance with the DoC and Federal Travel Regulations. Invoices requesting reimbursement for travel must be accompanied by itemized paid receipts. The invoices must be submitted to the payment office specified elsewhere in this order/contract.

(END OF CLAUSE)

H.17 NIST LOCAL-55 ELECTRONIC BILLING INSTRUCTIONS FOR DELIVERY/TASK ORDERS

NIST requires that Invoice/Voucher submissions are sent electronically via email to INVOICE@NIST.GOV.

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

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

H.18 NIST LOCAL-56 INVOICING PROCESSING PLATFORM-ALTERNATE I (DEC 2022)

Upon written notice from the contracting officer the following supersedes all other instructions for the submission of payment requests. Accordingly, following written notice payment requests must be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP).

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

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

The Contractor must use the IPP website to register, access, and use IPP for submitting payment requests. If not already enrolled, the Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email within three to five business days of the addition of the contract award to IPP. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email: IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting payment requests, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation. Contact the contracting officer for more information on submitting a waiver request.

**SECTION I
CONTRACT CLAUSES**

- I.1 52.202-1 DEFINITIONS (JUN 2020)
(Reference 52.202-1)

- I.2 52.203-3 GRATUITIES (APR 1984)
(Reference 52.203-3)

- I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
(Reference 52.203-5)

- I.4 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
(Reference 52.203-12)

- I.5 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
(Reference 52.204-4)

- I.6 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
(Reference 52.204-7)

- I.7 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
(Reference 52.204-9)

- I.8 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)
(Reference 52.212-4)

- I.9 52.212-4 I CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)--ALTERNATE I (NOV 2021)
(Reference 52.212-4 I)

- I.10 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 2020)
(Reference 52.215-2)

- I.11 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(Reference 52.215-8)

- I.12 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)
(Reference 52.217-2)

- I.13 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)
(Reference 52.217-7)

- I.14 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2022)
(Reference 52.219-8)

- I.15 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(Reference 52.223-6)

- I.16 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
(Reference 52.224-1)

- I.17 52.224-2 PRIVACY ACT (APR 1984)
(Reference 52.224-2)

- I.18 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)
(Reference 52.227-1)

- I.19 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)
(Reference 52.227-2)

- I.20 52.227-3 PATENT INDEMNITY (APR 1984)
(Reference 52.227-3)
- I.21 52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)
(Reference 52.227-14)
- I.22 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)
(Reference 52.227-17)
- I.23 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)
(Reference 52.227-23)
- I.24 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
(Reference 52.229-3)
- I.25 52.232-1 PAYMENTS (APR 1984)
(Reference 52.232-1)
- I.26 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
(Reference 52.232-8)
- I.27 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
(Reference 52.232-9)
- I.28 52.232-11 EXTRAS (APR 1984)
(Reference 52.232-11)
- I.29 52.232-17 INTEREST (MAY 2014)
(Reference 52.232-17)
- I.30 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
(Reference 52.232-18)
- I.31 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
(Reference 52.232-23)
- I.32 52.232-25 PROMPT PAYMENT (JAN 2017)
(Reference 52.232-25)
- I.33 52.233-1 DISPUTES (MAY 2014)
(Reference 52.233-1)
- I.34 52.233-3 PROTEST AFTER AWARD (AUG 1996)
(Reference 52.233-3)
- I.35 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
(Reference 52.233-4)
- I.36 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
(Reference 52.237-3)
- I.37 52.242-13 BANKRUPTCY (JUL 1995)
(Reference 52.242-13)
- I.38 52.244-2 SUBCONTRACTS (JUN 2020)
(Reference 52.244-2)
- I.39 52.245-1 GOVERNMENT PROPERTY (SEP 2021)

(Reference 52.245-1)

- I.40 52.245-9 USE AND CHARGES (APR 2012)
(Reference 52.245-9)
- I.41 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(Reference 52.246-25)
- I.42 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
(Reference 52.249-2)
- I.43 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
(Reference 52.249-8)
- I.44 52.249-14 EXCUSABLE DELAYS (APR 1984)
(Reference 52.249-14)
- I.45 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
(Reference 52.253-1)

I.46 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

[Contracting Officer check as appropriate.]

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021)(41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

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. (NOV 2021) (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) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(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.
(iii) Alternate II (NOV 2011) 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.
(iii) Alternate II (MAR 2004) of 52.219-7.

XX (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).
(17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).
(ii) Alternate I (JAN 2017) of 52.219-9.
(iii) Alternate II (NOV 2016) of 52.219-9.
(iv) Alternate III (JUN 2020) of 52.219-9.
(v) Alternate IV (SEP 2021) of 52.219-9.
(18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
(ii) Alternate I (MAR 2020) of 52.219-13.

XX (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
(20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
XX (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (OCT 2022) (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 (OCT 2022) (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 (OCT 2022) (15 U.S.C. 637(m)).
(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
(26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

XX (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
XX (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (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).
(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 (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
(ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
(36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
(37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN, 2016) (E.O. 13693).
(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN, 2016) (E.O. 13693).
(40) (i) 52.223-13, Acquisition of EPEAT(R) -Registered Imaging Equipment(JUN 2014) (E.O.s 13423 and 13514).
(ii) Alternate I (OCT 2015) of 52.223-13.
(41) (i) 52.223-14, Acquisition of EPEAT(R) -Registered Television (JUN 2014) (E.O.s 13423 and 13514).
(ii) Alternate I (JUN 2014) of 52.223-14.
(42) 52.223-15, Energy Efficiency in Energy-Consuming Products(MAY 2020) (42 U.S.C. 8259b).

(43) (i) 52.223-16, Acquisition of EPEAT(R)-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
(ii) Alternate I (JUN 2014) of 52.223-16.

XX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
(45) 52.223-20, Aerosols (JUN, 2016) (E.O. 13693).
(46) 52.223-21, Foams (JUN, 2016) (E.O. 13693).
(47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(ii) Alternate I (JAN 2017) of 52.224-3.
(48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).
(ii) Alternate I (OCT 2022) of 52.225-1.
(49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
(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.
(v) Alternate IV (OCT 2022) of 52.225-3.
(50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (51) 52.225-13, Restrictions on Certain Foreign Purchases (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 Products and Commercial Services (NOV 2021) (41 U.S.C.4505, 10 U.S.C.2307(f)).
(57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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).
(61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
(62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).
(63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
(ii) Alternate I (APR 2003) of 52.247-64.
(iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
[Contracting Officer check as appropriate.]
(1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
(2) 52.222-42, Statement of Equivalent Rates for Federal Hires(MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -Price Adjustment (Multiple Year and Option Contracts) (AUG 2018)(29 U.S.C. 206 and 41 U.S.C. chapter 67).
(4)52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).
(5)52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).
(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).
(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

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

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

(xiii) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

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

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

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End Of Clause)

I.47 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the IDIQ period of performance start date through the IDIQ period of performance end date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End Of Clause)

I.48 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) "Minimum order." When the Government requires supplies or services covered by this contract in an amount of less than \$15,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) "Maximum order." The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$45,000,000.00

(2) Any order for a combination of items in excess of \$45,000,000.00 or

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.49 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after after expiration of the applicable task order period of performance

(End of Clause)

I.50 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

I.51 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within any time within the task order period of performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 3 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 the period as stated in the task order.

(End of Clause)

I.52 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (NOV 2021)
(Reference 52.232-7)

I.53 52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
(Reference 52.243-3)

I.54 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

I.55 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any (48 CFR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End Of Clause)

SECTION J
LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

LIST OF ATTACHMENTS

1. Mock Task Order #1 Performance Work Statement
2. Mock Task Order #2 Performance Work Statement
3. Mock Task Order #3 Performance Work Statement
4. Mock Task Order #4 Performance Work Statement
5. Mock Task Order #5 Performance Work Statement
6. Past Performance Questionnaire
7. Pricing Worksheet
8. Spreadsheet for Submitting Questions regarding RFP 1333ND23QNB770030

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

(Reference 52.203-11)

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541519

(2) The small business size standard is \$34 million.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to

be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2)The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause # | Title | Date | Change |
|--------------------|-------|------|--------|
| | | | |

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

(End Of Provision)

K.3 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are /_/ are not /_/ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have /_/ have not /_/, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks 'have', the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are /_/ are not /_/ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) Have /_/, have not /_/, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

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

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

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

(End of provision)

K.5 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K.6 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)

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

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

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"

(1) Means a small business concern

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

"Small business concern"--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

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

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

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that--

(i) It [] is, [] is not a small business concern; or

(ii) It [] is, [] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]

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

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that--

(i) It [] is, [] is not a service-disabled veteran-owned small business concern; or

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [] has, [] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The

offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

| Line item No. | Country of origin | Exceeds 55% domestic content (yes/no) |
|---------------|-------------------|---------------------------------------|
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| | | |
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| | | |
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| | | |
| | | |

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. ____

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)

(1) Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or "Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

| Line item No. | Country of origin |
|---------------|-------------------|
| | |
| | |
| | |
| | |

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

| Line item No. | Country of origin | Exceeds 55% domestic content (yes/no) |
|---------------|-------------------|---------------------------------------|
| | | |
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| | | |

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ____

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":
Canadian End Products:

| Line item No. |
|---------------|
| |
| |
| |
| |

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

| Line item No. | Country of origin |
|---------------|-------------------|
| | |
| | |
| | |
| | |

[List as necessary]

(4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

| Line item No. | Country of origin |
|---------------|-------------------|
| | |
| | |
| | |

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

| Line item No. | Country of origin |
|---------------|-------------------|
| | |
| | |
| | |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

| Line item No. | Listed Countries of origin |
|---------------|----------------------------|
| | |
| | |
| | |
| | |

[List as necessary]

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c) (1). The offeror does does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations-

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic

corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It is, is not an inverted domestic corporation; and

(ii) It is, is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if--

(i) This solicitation includes a trade agreements certification(e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE

code: _____

Immediate owner legal

name: _____

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

Is the immediate owner owned or controlled by another entity:

Yes or No.

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

Highest level owner CAGE

code: _____

Highest level owner legal

name: _____

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

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that -

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

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

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that--

(i) It does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End Of Provision)

K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2022)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is .

(2) The small business size standard is .

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

- (c) Representations. (1) The offeror represents as part of its offer that--
- (i) It [] is, [] is not a small business concern; or
 - (ii) It [] is, [] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.]
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]
- (5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each EDWOSB concern participating in the joint venture shall provide representation of its EDWOSB status.
- (6) The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that--
- (i) It [] is, [] is not a service-disabled veteran-owned small business concern; or
 - (ii) It [] is, [] is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.
- (8) The offeror represents, as part of its offer, that--
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and
 - (ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.
- (d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (1) Be punished by imposition of fine, imprisonment, or both;
 - (2) Be subject to administrative remedies, including suspension and debarment; and
 - (3) Be ineligible for participation in programs conducted under the authority of the Act.
- (End Of Provision)

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
(Reference 52.222-22)

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

The offeror represents that--

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

(End of Provision)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 Instructions to Offerors

PROPOSAL RESPONSE REQUIREMENTS & INSTRUCTION TO OFFERORS

1. GENERAL

The offeror shall submit documentation illustrating their approach for satisfying the requirements of this solicitation. Proposals must be clear, coherent, and prepared in sufficient detail for effective evaluation of the offeror's proposal against the evaluation criteria. Proposals must clearly demonstrate how the offeror intends to accomplish the project and must include convincing rationale and substantiation of all claims. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete effective response to the solicitation are not desired.

The offerors shall describe their proposals, through the use of graphs, charts, diagrams and narrative, in sufficient detail for the Government to understand and evaluate the nature of the approach.

All correspondence in conjunction with this solicitation must be directed to the Government Contracting Officer and Contract Specialist identified below:

Contracting Officer: Keith Bubar
Phone Number: (301) 975-8329
E-mail address: keith.bubar@nist.gov

Contracting Specialist: Hing Pan Wong
Phone Number: (301) 975-6289
E-mail address: hingpan.wong@nist.gov

2. Electronic Submission of Proposal

- (a) By submission of an electronic proposal, the offeror must ensure that the submission is readable, in the format specified in the solicitation, and has been verified as free of computer viruses using standard commercial anti-virus software. Prior to any evaluation, the Government will check all files for viruses and ensure that all information is readable. In the event that any files are defective (unreadable), the Government will only evaluate the readable electronic files. Further, if a defective (unreadable) email/attachment renders a significant deficiency in the offeror's proposal, the Government may consider the proposal incomplete and not consider such proposals for further evaluation.

- (b) A proposal that fails to conform to the requirements of paragraphs (a) and (b) above may be subject to interception or delay at Governmental electronic communications portals. This interception or delay may result in the proposal being lost, deleted, destroyed, or forwarded in such a manner that the proposal arrives at the target destination past the time and date of the deadline for submission established in the solicitation. In the event that a proposal is lost, deleted, or destroyed due to the offeror's failure to conform to the requirements of paragraphs (a) and (b) above, such proposal will be considered to have never been delivered to the Government. In the event that a proposal is delayed due to the offeror's failure to conform to the requirements of paragraphs (a) and (b) above, the proposal will be treated as late in accordance with the provision of this solicitation entitled Late Submissions, Modifications, and Withdrawals of Proposals.

3. Formatting

Page Limitations. The cover letter, title page, table of contents, table of figures, list of tables and glossary of abbreviations & acronyms do not count against page count limitations. Key Personnel Resumes and Letters of Commitment do not count towards the page limitations. Proposal contents that exceed the stated page limitations will be removed from the proposal by the Contracting Officer, prior to turning the proposal over to the Government evaluation teams and will not be considered in the evaluation.

Format. Text shall be single-spaced, on 8½" x 11" paper (except as specifically noted), with a minimum one-inch margin all around. Pages shall be numbered consecutively. Offerors may use 11" x 17" sized pages for tables, charts, graphs, or pictures that cannot be legibly presented on 8½" x 11" paper. An 11" x 17" is a two-sheet equivalent (with regards to the page count limitations). Print shall be of a minimum 11-point font size or a maximum 12 characters per inch spacing. The use of a Sans Serif-style font is preferred over Times New Roman. (Please note, this is a style of font, not one particular font.) Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.

Each volume in the proposal shall include a copy of the cover letter (letter of transmittal), title page, and table of contents. The table of contents shall list sections, subsections, and page numbers. Each volume shall contain a glossary of all abbreviations and acronyms used. Each acronym used shall be spelled out in the text the first time it appears in each proposal volume.

Cross Referencing. Each volume, other than the Price volume, shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity. Hyperlinking of cross-references is permissible. Information required for proposal evaluation, which is not found in its designated volume or cross-referenced, is assumed omitted from the proposal.

4. Proposal Instructions

This solicitation and evaluation is being conducted in two phases. The purpose of the two-phase approach is to streamline the process for offerors and minimize traditional burdens associated with lengthy paper-based submissions. Offerors shall submit their proposals in accordance with the following **two** phases.

Phase One

Offerors shall submit the following for Phase One of the solicitation. An incomplete Phase One proposal submission may be considered non-responsive and removed from further consideration. For Phase One, Offerors shall provide their proposal as described below. Each proposal shall consist of the volumes listed below, each of which shall be submitted in separate electronic files. Proposals shall be clearly and concisely written as well as being neat, 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, and the solicitation number.

A 2-page (maximum) transmittal/cover letter signed by an individual authorized to commit the organization shall be transmitted with the proposal to the Government. The below table shows the page limits to which Offerors' submissions must adhere.

| Volume | Section | Page Limit |
|----------|--|------------|
| Volume I | Transmittal/Cover Letter | 2 Pages |
| | Executive Summary | 5 Pages |
| | A.1 IDIQ Project Plan/ Specialized Experience Requirements | 30 Pages |
| | A.2 Technical Approach/Key Personnel for MTO 1 | 13 Pages |

a. Transmittal and Cover Letter (2 Page Limitation)

The offeror's transmittal and cover letter for the proposal shall contain the name, phone number, and e-mail address of the person to be contacted concerning any matter related to the solicitation. Include the following information in the Transmittal and Cover Letter:

- a. Unique Entity Identifier (UEI) and TIN;
- b. Company Name, mailing address, and website address;
- c. Date submitted and proposal expiration date;
- d. All of the above-cited information for each entity on the proposed team, if a team is proposed;
- e. Company Point of Contact, Phone, and Email address.

b. Executive Summary (5 Page Limitation)

The Offeror shall provide an overview and synopsis of the proposal, to be used as an aid in understanding the organization, content, and interrelationship of the proposal material. The offeror shall provide a brief history of the creation and development of the company and a description of the legal structure and organization of the company. Joint ventures shall be clearly explained, to include the organization of each member of the venture, the construct of the joint venture, the relationship between the members of the joint venture, and the Small Business Administration's approval of the joint venture. Information is to be formatted at a summary level and should represent only data found elsewhere in the proposal. Pertinent aspects of the proposed approach including teaming approaches, if any, subcontracting, and relevant corporate experience and expertise on similar programs should be identified. Any proposed unique approaches should also be highlighted. Price information shall not be included in this document. Reference to the proposal areas containing substantiating information should be given when possible.

Submission Due Dates. Phase One proposals must be received electronically at hingpan.wong@nist.gov and keith.bubar@nist.gov prior to the solicitation response due date listed in the SAM.gov posting and attachments. The offeror shall adhere to the following instructions in preparing its proposal in response to this solicitation. The proposal shall fully comply with all requirements. Proposals shall remain valid for a minimum period of 180 days. **FAILURE TO DO SO MAY BE CAUSE FOR REJECTION.**

A. TECHNICAL APPROACH (VOLUME I)

The Technical Approach Volume shall be organized in the following format:

- A.1: IDIQ Project Plan/Specialized Experience Requirements
- A.2: Technical Approach and Key Personnel for Mock Task Order 1

There shall be no pricing information contained within this volume of the proposal.

A.1 IDIQ Project Plan/Specialized Experience

IDIQ Project Plan

The offeror shall describe in detail the methods that will be employed to manage the IDIQ and task order requirements from initial solicitation to completion of the effort. Include a discussion on how the offeror will assess and understand the technical and contractual requirements of solicited tasks, determine the most effective allocation of effort among prime and subcontractors/team members, and submit quality proposals in an expedited timeframe (i.e., generally 14 days or less). The project plan shall demonstrate the offeror's understanding of the technical subject matters listed in the IDIQ PWS, its key methodologies, integration strategies and organizational considerations. Address the process for timely incorporation of subcontractor/team member technical, schedule, and financial performance data into the prime's monthly reports for individual task orders.

Specialized Experience

The offeror shall identify its proposed team (prime and all key subcontractors/team members) and discuss the role that each member will have in accomplishing the specific functional area requirements of the IDIQ PWS. Identify the basis for team member selection in terms of the capabilities/experience each possesses that will enhance overall contract performance. The offeror shall provide a comprehensive description of each member's corporate experience in relation to performing requirements relevant to the IDIQ and Mock Task Order PWSs and shall clearly explain how team member strengths will be aligned to ensure the accomplishment of all functional area requirements. Each description shall clearly define the correlation between the identified capability and corporate experience, and shall identify the specific PWS functional area requirement(s) to which the experience applies.

A.2 Mock Task Order 1

Technical Approach for Mock Task Order 1

The offeror shall submit a technical approach for Task Order 1. The offeror shall identify its proposed technical approach and team (prime and all key subcontractors/team members) and discuss the role that each member will have in accomplishing the specific requirements of the PWS for the task order. The offeror shall describe its approach to successfully completing the task order requirements, identifying how its team members' strengths will be aligned to ensure the accomplishment of all tasks. The technical approach shall clearly demonstrate the offeror's technical understanding of the task order requirements. Identify the planned level of support that each member will provide, in total and for each functional area requirement of the specified task order PWS. Offerors shall provide their methodology and basis for estimating travel cost.

Key Personnel for Mock Task Order 1 (3-page limit per résumé. Résumé and letter of commitments do not count toward page limit.)

The offeror shall describe its proposed key personnel and staffing plan for Task Order 1. The offeror shall provide a brief description of its overall staffing plan for the task order and shall provide the résumé for the key personnel proposed for the task order. The offeror shall identify the prime offeror and key subcontractor/team member key personnel proposed the task order. The offeror shall clearly identify the labor categories from the required set of IDIQ labor categories under which each key personnel is being proposed. The offeror shall clearly demonstrate

that the proposed key personnel meet or exceed the minimum qualifications of their respective labor categories as well as any minimum qualifications detailed in the Task Order 1 PWS, and shall clearly demonstrate why the proposed key personnel are capable of successfully performing the respective task order's requirements. Further, for each key personnel proposed for the task order, the offeror shall provide a letter of commitment to demonstrate the candidates' availability for this task order, which shall be clearly labeled and included as part of the proposal. See the task order PWS for descriptions of the personnel requirements for the task order.

Instructions following the submission of Phase One Proposals:

Following the completion of the evaluation of Phase One proposals, the Government will advise each Phase One offeror of the extent to which they are one of the most highly rated offerors. This advisory notice is informational only and discontinuing the pursuit of the requirement into Phase Two following the notification is voluntary. However, the intent of this advisory notice is to minimize proposal development costs for offerors with little to no chance of receiving an award to assist with the appropriate decision-making regarding the continuation of the proposal.

If the offeror chooses to participate in Phase Two following receipt of the Government's advisory notice, the offeror shall submit their Phase Two Technical and Price proposals electronically to hingpan.wong@nist.gov within 30 calendar days of receipt of the advisory notice (the exact Phase Two proposal due date will be listed in the notification.)

Phase Two

For Phase Two, Offerors shall provide their proposal as described below. Each proposal shall consist of the volumes listed below, and each shall be submitted in separate electronic files.

Incomplete proposals may be considered non-responsive and removed from further consideration. Proposals shall be clearly and concisely written as well as being neat, 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, and the solicitation number.

The sections below detail the page limits to which offerors' submissions must adhere. Each proposal shall consist of an IDIQ Management Approach (Vol. II), Mock Task Orders 2 through 5 (Vol. III), Past Performance/References (Vol. IV), and a Business/Pricing Proposal (Vol. V), and shall be submitted in four (4) separate electronic files.

| Volume | Section | Page Limit |
|-------------------|-------------------------------|-------------------|
| <i>Volume II</i> | IDIQ Management Approach | 30 Pages |
| <i>Volume III</i> | Mock Task Orders 2 through 5* | 52 Pages total |
| <i>Volume IV</i> | Past Performance/References | No limit |
| <i>Volume V</i> | Business/Pricing Proposal | |

**Key Personnel résumés for each Mock Task Order are limited to 3 pages for each key personnel purposed. This page count does not count toward the 52-page limit for the technical solution of the Mock Task Orders. Key Personnel letters of commitment also do not count towards the page limitations.*

B. IDIQ MANAGEMENT APPROACH REQUIREMENTS (VOLUME II – 30 Page Limitation)

The offeror shall explain its plan for efficiently resourcing, managing, and controlling costs of task requirements for the entire life cycle of awarded task orders. The plan shall include the offeror's approach for obtaining,

allocating, monitoring, and controlling all resources and costs required to ensure the successful attainment of task objectives.

The IDIQ Management Approach Volume shall be organized in the following format:

- B.1: Recruitment and Retention Plan
- B.2: Contract Management Plan
- B.3: Transition Plan
- B.4: Labor Category Descriptions

B.1 Recruitment and Retention Plan.

Describe the corporate mechanisms applicable to all employees (practices, policies, procedures, and tools) that will be employed by the prime offeror and key subcontractors/team members to recruit, retain, and replenish (when necessary) a sufficient number of qualified personnel with the requisite knowledge, skills, education, and experience to ensure successful accomplishment of the proposed technical and management approaches throughout the life of the IDIQ contract. At a minimum, the plan shall address recruitment and hiring practices, termination policies and procedures, employee development tools, and compensation policies that would serve to obtain and maintain the personnel resources necessary to successfully perform this effort.

NIST often has requirements from the White House and Congress to provide research/develop white papers with *short notice and turnaround time*. The contractor shall describe their recruitment plans for various SMEs as needed in topics referenced in Section 3.6 of the IDIQ SOW.

B.2 Contract Management Plan.

The offeror shall discuss its plan for managing all aspects of the prime contractor/subcontractor organization to ensure successful support of the multi-customer, multi-task CAPSS program. This discussion shall consist of the following focus areas:

- **Organizational Structure.** Fully describe the structure of the proposed organization (including key subcontractors/team members), how that organization fits into its overall corporate structure, and the reporting and review relationship with corporate management. Delineate organizational responsibilities, clear lines of authority, and effective spans of control as well as how the offeror will control the flow of information and communications among team members, customers, CORs, and the Contracting Officer. Discuss any unique business practices that will be implemented to facilitate the successful execution of the overall CAPSS IDIQ requirement.
- **Teaming/Subcontract Arrangements and Management.** Provide a detailed description of all teaming/subcontracting arrangements (e.g., formal or informal joint-venture, traditional prime-sub relationship, and/or other formal/informal teaming arrangements) to include identification of the lead contractor and the roles/responsibilities of all participants. Identify any foreseen risks associated with the proposed teaming/subcontract arrangement(s) and address how those risks will be mitigated to ensure successful contract performance. For offerors proposing under a formal or informal joint-venture agreement, or other formal teaming arrangements, provide a copy of the fully executed agreement to include signatures of all parties. (Note: copies of these executed agreements do NOT count against page limits.) The offeror shall further describe its approach for managing these team members/subcontractors and maintaining organizational control over their contractual efforts. The discussion shall include the processes that will be employed to maintain privity of contract restrictions while, at the same time, efficiently conveying

Government technical requirements to team members/subcontractors, implementing changes in technical direction, monitoring/measuring their performance, and ensuring that all task objectives are achieved. The offeror shall also describe its plan for ensuring that the limitations on subcontracting rules (see FAR 52.219-14) are complied with under this IDIQ contract.

- IDIQ Contract Program Manager Qualifications. Discuss the qualifications (education, experience, accomplishments, and skills) of the proposed IDIQ Program Manager, specifically addressing his/her experience in managing multi-task contracts similar to the CAPSS requirement in terms of technical and contractual complexity and magnitude. The offeror shall clearly demonstrate that the proposed IDIQ Program Manager meets or exceeds the minimum qualifications identified for the *Program Manager 3 - Contract Level* labor category.

B.3 Transition Plan.

The offeror shall discuss its plan to effectively maintain the continuity of mission support while transitioning/phasing in resources and personnel to support the other efforts. The transition should be no less than 60 days and no more than 90 days for startup, from the contract award date to performance start date.

Offerors shall provide all elements of transition. An offeror's transition plan shall address:

- Strategy for implementing supervisory functions,
- The process for transitioning predecessor employees,
- Communication plan,
- Dated milestones for each step of the plan,
- Plan for establishing/maintaining current status of staffing levels,
- Specific Government actions that may be required to support the implementation of the transition plan, and
- Any actions that may cause a delay and impact to the successful transition must be clearly identified.

B.4 Labor Category Description (Does not count toward page limit)

The Offeror shall provide a list of its proposed labor categories for the IDIQ contract including the descriptions, experience requirements, and minimum education requirements for each labor category. At a minimum, the schedule of proposed IDIQ labor categories must include the labor categories required by the RFP (see Section B of the RFP), including the same descriptions, experience and education requirements. The Offeror's schedule of proposed labor categories for the IDIQ contract shall not count towards the page limitations for this volume.

C. Mock Task Orders (VOLUME III – 52 Page Limit)

- C.1: Technical Approach for Task Orders 2 through 5
- C.2: Key Personnel for Task Orders 2 through 5

There shall be no pricing information contained within this volume of the proposal.

C.1 Technical Approach for Mock Task Orders 2 through 5.

The offeror shall submit a separate technical approach for each of Mock Task Orders 2 through 5. This volume shall be clearly divided among the technical approaches for each mock task order. The offeror shall identify its proposed technical approach and team (prime and all key subcontractors/team members) and discuss the role that each member will have in accomplishing the specific requirements of the PWS for each of mock task orders 2 through 5. The offeror shall describe its approach to successfully completing the mock task order requirements, identifying how its team members' strengths will be aligned to ensure the accomplishment of all tasks. The technical approach shall clearly demonstrate the offeror's technical understanding of the mock task order requirements. Identify the planned level of support that each member will provide, in total and for each functional area requirement of the specified mock task order PWS.

C.2 Key Personnel for Mock Task Orders 2 through 5. (3-page limit per résumé. Résumés and letters of commitment do not count toward the page limit.)

The offeror shall describe its proposed key personnel and staffing plan for each of Mock Task Orders 2 through 5. The offeror shall provide a brief description of its overall staffing plan for each of the 4 mock task orders, and shall provide the résumés for the key personnel proposed for each mock task order. The offeror shall identify all key personnel proposed for each of the mock task orders 2 through 5. The offeror shall clearly identify the labor categories from the required set of IDIQ labor categories in which each key personnel is being proposed. The offeror shall clearly demonstrate that the proposed key personnel meet or exceed the minimum qualifications of their respective labor categories and shall clearly demonstrate why the proposed key personnel are capable of successfully performing the respective mock task order's requirements. Further, for each key personnel proposed for the mock task order, the offeror shall provide a letter of commitment to demonstrate the candidates' availability for this task order, which shall be clearly labeled and included as part of the proposal. See the individual mock task order PWSs for descriptions of the personnel requirements for each respective task order.

D. PAST PERFORMANCE REQUIREMENTS (VOLUME IV) – NO PAGE LIMIT

Offerors shall submit past performance information in the form of completed *Past Performance Questionnaires*. The attachment to the RFP titled "Past Performance Questionnaire Template" shall be used. Offerors shall have their references complete the questionnaire for individual contracts under which the offeror previously performed. The offeror shall then submit the questionnaires (completed by their references) as attachments to the proposal. Offerors are directed to provide completed Past Performance Questionnaires on no more than six (6) of the offeror's most recently completed Federal Government or Commercial contracts for services similar in scope to those of this requirement, for work completed or substantially completed within the last five (5) years. The term "offeror" here is defined as the prime contractor/entity and any key subcontractors. Any submission(s) in excess of this stated limit will be excluded by the Government. The Government will choose the excluded questionnaires at random, or in any manner that the Government, in their absolute discretion, deems appropriate, without any consideration for the best interests of the offeror. If questionnaires are submitted where the offeror acted as a subcontractor, the questionnaire should also clearly indicate the percentage of work that the subcontractor(s) performed under each task/category of effort throughout the course of the contract. To the maximum extent practicable, the past performance efforts identified by the offeror within the past five years shall be traceable to the efforts/information provided in Volume I, A.1 - Specialized Experience.

E. PRICE REQUIREMENTS (VOLUME V – NO PAGE LIMIT)

The offeror agrees to hold the prices in its offer firm for **180 calendar days** from the date specified for receipt of offers unless another time period is specified in an addendum to the solicitation.

The Proposal Form (Standard Form 33) must be executed fully and used as the cover sheet (or first page) of this volume. ALL AMENDMENTS TO THE SOLICITATION MUST BE ACKNOWLEDGED ON THE SIGNED SF33 PAGE 1, OR ON ADDITIONAL PAGES IMMEDIATELY FOLLOWING THE SIGNED SF33 PAGE 1 IF NECESSARY. Therefore, all Offerors must submit a signed and completed SF33 as part of their Business Proposal. Volume V of the Offeror’s proposal shall be divided into two separate sections (A and B), as detailed below. Each of the sections (A and B) shall include a cover page with the following information:

- (1) Solicitation number
- (2) Date of submission
- (3) Offeror’s corporate name, address, phone, and Unique Entity ID (UEI), and
- (4) Authorized contractor representative name, title, phone, and email address.

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

A. Base Contract Pricing:

The Offeror shall propose ceiling fully burdened hourly labor rates for the following periods. The Offeror shall assume for price proposal preparation purposes that the contract will begin on 06/01/2023. However, these dates are not binding and the actual period of performance of the base contract may be different than listed below:

- Year 1: 06/01/2023 – 05/31/2024
- Year 2: 06/01/2024 – 05/31/2025
- Year 3: 06/01/2025 – 05/31/2026
- Year 4: 06/01/2026 – 05/31/2027
- Year 5: 06/01/2027 – 05/31/2028

The Offeror shall submit ceiling fully burdened hourly labor rates—on-site and off-site— for each proposed labor category detailed in the Offeror’s Technical Volume using Attachment 7 – Pricing Spreadsheet.

Below is a sample of what the proposed Labor Categories and corresponding rates should resemble. As stated earlier in Section L, Offerors must propose labor categories that match the descriptions of the work to be performed under each category, the minimum experience requirements, and the minimum education requirements. However, since Offerors are required to provide the descriptions and minimum requirements for each of its proposed labor categories in Volume II: Management Volume, the Offerors need not provide the descriptions and minimum qualifications again in the Business Volume. The following table, complete with the awardee’s labor categories and rates, will be included in Section B of the resultant IDIQ contract:

| Labor Category | Ceiling Fully Burdened Hourly Labor Rates per Contract Year (On-Site (On) / Off-Site (Off)) | | | | | | | | | |
|--------------------------------------|---|-----|--------|-----|--------|-----|--------|-----|--------|-----|
| | Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
| | On | Off | On | Off | On | Off | On | Off | On | Off |
| Program Manager 3 (Contract Level) | | | | | | | | | | |
| Program Manager 2 (Task Order Level) | | | | | | | | | | |
| Labor Category X, Y, etc. | | | | | | | | | | |

B. Mock Task Orders 1 through 5 Pricing:

Offerors shall propose a total price for each of Mock Task Orders 1 through 5, using Attachment 7 – Pricing Spreadsheet. This section of Volume V of the proposal shall be clearly divided among the price proposals for each of the 5 separate mock task orders. For each mock task order, the offeror shall clearly identify what the total proposed price is for each CLIN and shall provide sufficient supporting documentation to show the derivation of the total proposed price. The offeror shall provide its proposed labor mix in terms of the labor categories used, the fully burdened hourly labor rate used for each labor category, and the estimated number of hours for each labor category, for each mock task order. There shall be sufficient information provided for each mock task order so that the Government can clearly identify how the total proposed price was derived.

For proposal preparation purposes, the offeror may assume that all task orders will begin in Year 1 of the IDIQ contract.

INQUIRIES

Offerors must submit all questions concerning this solicitation in writing to hingpan.wong@nist.gov.
QUESTIONS MUST BE SUBMITTED USING THE QUESTIONS SUBMISSION WORKSHEET.

Questions must be received by no later than question submission due date listed under this solicitation on SAM.gov. Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

(End of clause)

L.3 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)
(Reference 52.212-1)

L.4 52.217-5 EVALUATION OF OPTIONS (JUL 1990)
(Reference 52.217-5)

L.5 52.233-2 SERVICE OF PROTEST (SEP 2006)
(Reference 52.233-2)

L.6 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

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

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

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End Of Provision)

L.7 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

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

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

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

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

(End Of Provision)

L.8 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

L.9 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

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

(End of Provision)

L.10 52.216-31 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS -- COMMERCIAL ACQUISITION (NOV 2021)

(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 of the offeror under a common control.

(End Of Provision)

L.11 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

(End of Provision)

L.12 1352.233-70 AGENCY PROTESTS (APR 2010)

(a) An agency protest may be filed with either: (1) the contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999)

(b) Agency protests filed with the Contracting Officer shall be sent to the following address:

Keith Bubar
100 Bureau Drive
Building 301
Gaithersburg, MD 20899-1640

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

Office of General Counsel
1401 Constitution Ave NW
Washington, DC 20230

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

(e) Service upon the Contract Law Division shall be made as follows:

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

(End of clause)

L.13 1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTESTS (APR 2010)

(a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.

(b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.

(c) Service upon the Contract Law Division shall be made as follows:

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

(End of clause)

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD

1. Contract Award

The Government intends to use a price/technical tradeoff process to award multiple IDIQ contracts to the responsible Offerors whose proposals represent the best value to the Government, evaluated price and other factors considered. However, the Government reserves the right to make a single award if it is deemed to be in the best interest of the Government after evaluating proposals. The Government reserves the right to make an award to other than the lowest-priced Offeror(s) or to the Offeror(s) with the highest technical rating if the Contracting Officer determines that to do so would result in the best value to the Government. The Contracting Officer intends to award without discussions but reserves the right to initiate discussions if necessary.

Upon receipt of proposals, the Contracting Officer will review them to determine if each Offeror followed all of the proposal preparation/submission instructions in this solicitation. A proposal that did not follow the proposal submission instructions to an extent that the Government cannot properly evaluate the proposal in accordance with the stated evaluation factors may be deemed unacceptable and may not be further evaluated.

The Government will utilize a best value trade-off method when evaluating proposals. Proposals will be evaluated in two stages, as outlined below. The non-price evaluation factors detailed below, when combined, are considered to be significantly more important than price. The non-price Factor A is considered to be most important; Factors B and C are considered equally important; to each other; while Factor D is considered less important than each of Factors A, B, and C.

Phase One

FACTOR A – IDIQ TECHNICAL APPROACH / MOCK TASK ORDER 1

Phase Two

FACTOR B – IDIQ MANAGEMENT APPROACH
FACTOR-C – MOCK TASK ORDERS 2 through 5
FACTOR D – PAST PERFORMANCE
FACTOR E – PRICE

Proposals received by the stated due date and time will be evaluated under Phase One as described below. Following the completion of the Phase One evaluations, the Government will advise each Phase One offeror of the extent to which they are one of the most highly rated offerors. This advisory notice is informational only and discontinuing the pursuit of the requirement into Phase Two following the notification is voluntary. However, the intent of this advisory notice is to minimize proposal development costs for offerors with little to no chance of receiving an award, to assist with the appropriate decision-making regarding continuation of the proposal.

2. Phase One Evaluation Factors

Phase One technical submissions will be evaluated in accordance with the evaluation factors identified below.

A. FACTOR A – IDIQ TECHNICAL APPROACH

The Government will evaluate the Offeror's proposed Technical Approach to assess the Offeror's technical ability to successfully complete the requirements of the PWS for the base contract (IDIQ PWS). The Government's evaluation of the Offeror's Technical Approach will include an evaluation of the following sub-factors, which are listed in descending order of importance:

A.1 IDIQ Project Plan/Specialized Experience

IDIQ Project Plan

The Government will evaluate the Offeror's proposed Project Plan to determine the extent to which it demonstrates the Offeror's approach to successfully satisfy the solicitation requirements, the Offeror's capability to successfully complete the requirements, and the Offeror's knowledge of applicable documentary standards (i.e., Federal Information Processing Standards (FIPSs), Special Publications (SPs), and Interagency Reports (IRs)). The Government will evaluate the following aspects of the IDIQ Project Plan but they are not explicit subfactors:

- a. The feasibility and suitability of the approach and plan for accomplishing the seven topical task areas described in the IDIQ PWS, which include: (1) Technical Inputs and support of the development of Standards, Guidelines, NIST Interagency Reports (NISTIRs), and Standard Reference Material(s); (2) Research and support services for modeling, test, data research and mission support; (3) Research work; (4) Support on development and implementation of processes and mechanisms to enable effective outreach and communications across the cybersecurity landscape; (5) Program operations and analysis; (6) Reports, analysis, and project tracking meeting external requirements; (7) Recommendations on standards activities that reflect NIST and DOC strategic positions, and interaction with Standards Development Organizations;
- b. The strength of the Offeror's key methodologies, integration strategies, and organizational considerations;
- c. The strength of the Offeror's expertise in the technical subject matters identified in the IDIQ PWS; including the workflow to produce and maintain these documentary standards; and
- d. The extent to which the offeror has demonstrated an understanding of the Government's requirement, inclusive of the Government's emphasis on non-operational support services, such as standards development, etc., rather than operational cybersecurity or IT support services.

Specialized Experience

The Government will evaluate the Offeror's previous specialized experience to determine the level of experience the Offeror possesses in providing services related to the tasks described in the IDIQ PWS, and the PWS of Mock Task Orders 1 through 5. The Government will consider the specialized experience of the prime contractor and any of the prime contractor's key subcontractors. The Government will only consider the Offeror's specialized experience on work that was actually performed within the last five years. The Government will only evaluate the descriptions of the previous experience that is provided in the Offeror's proposal. The degree of relevance between the projects submitted and the work required by the tasks listed in the base IDIQ and the five potential task orders shall be considered.

A.2 Mock Task Order 1

The Government will evaluate the Offeror's proposed Technical Approach and Key Personnel for Mock Task Order 1, but they are not explicit subfactors.

Technical Approach for Mock Task Order 1

The Government will evaluate the Offeror's proposed Technical Approach to the potential task order to assess the Offeror's ability to successfully complete the requirements of the PWS the task order and the Offeror's technical understanding of the requirements of the task order. The Government will evaluate the suitability of the offeror's methodology and basis of their travel estimates.

Key Personnel for Mock Task Order 1

The Government will evaluate the proposed Key Personnel for the task order to determine the extent to which they meet or exceed the minimum qualifications identified for each position in the Mock Task Order PWS and the minimum experience and education requirements specified for the corresponding labor categories (from the list of required IDIQ labor categories) under which the candidates are proposed, and how qualified they are to perform the tasks detailed in the PWSs for the task order. The minimum experience and education requirements for each of the IDIQ labor categories are identified in the "Required Labor Categories" section of the RFP. Offerors may propose key personnel positions in addition to the required positions identified in the PWS for the task order. However, the key personnel positions identified in this PWS must be proposed.

3. Advisory Notice

Following the completion of the Phase One evaluations, Offerors will receive an advisory notification via e-mail from the Government. This notification will provide the Government's advisory recommendation to proceed or not to proceed with Phase Two submission, based on the extent to which the Offeror was among the most highly rated Offerors on Factor A. The intent of this advice is to minimize development costs for those Offerors with little to no chance of receiving an award. Offerors should note that Factor A is considered to be most important evaluation factor.

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. The Government does not intend to provide debriefings after the completion of the advisory notifications.

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 RFP. The Contracting Officer will include the Phase Two submission instructions on the advisory notice, should the Phase One Offeror decide to proceed to Phase Two.

4. Phase Two

An Offeror's participation in Phase Two is not an opportunity to submit changes to its Phase One proposal. Only Phase Two proposals may be submitted in Phase Two. Proposals submitted by Offerors in Phase Two will be reviewed and evaluated in accordance with the evaluation criteria identified below. In determining the offeror that represents the best value to the Government, the Government will consider the evaluation of the Offerors' proposals on the Phase One evaluation factors and Phase Two evaluation factors. The Contracting Officer intends

to award without discussions but reserves the right to initiate discussions if necessary. Should the Contracting Officer initiate discussions following the evaluation of all Phase One and Phase Two proposals, proposals submitted during both Phase One and Phase Two may be included in the discussions.

B. FACTOR B – IDIQ MANAGEMENT APPROACH

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

B.1 Recruitment and Retention Plan

The Government will evaluate the Offeror's ability and plan to recruit and retain appropriately qualified personnel to successfully accomplish the requirements detailed in the IDIQ PWS, while maintaining a reasonably low turnover rate. The Government will evaluate the contractor's plan to recruit various SMEs in response to Task Order Request for Quotations as needed in topics referenced in Section 3.6 of the IDIQ SOW.

B.2 Contract Management Plan

The Government will evaluate the Offeror's contract management plan to assess the extent to which the Offeror's plan to manage the quality, cost, and timely completion of each task order demonstrates its ability to successfully perform the contract. This includes the evaluation of the Offeror's proposed Key Personnel for the base IDIQ contract- the IDIQ Program Manager – on the extent to which the candidate meets or exceeds the minimum qualifications identified for this labor category (*Program Manager 3- Contract Level* labor category). Further, the Government will assess the viability of the Offeror's plan to ensure that the limitations on subcontracting rules (see FAR 52.219-14) are complied with under this IDIQ contract.

B.3 Transition Plan

The Government will also evaluate the Offeror's proposed Transition Plan to assess the extent to which it demonstrates a feasible plan for ensuring a smooth transition from the incumbent to the new contractor(s). A smooth and orderly transition between incoming and outgoing Contractors is necessary to assure minimum disruption to vital Contractor support services and Government activities. The Government will consider no less than 60 days and no more than 90 days for startup, from contract award date to performance start date.

The Offeror shall provide all elements of transition. The Offeror's transition plan shall address the following aspects, which are not explicit subfactors:

- Strategy for implementing supervisory functions
- The process for transitioning predecessor employees,
- Communication plan,
- Time frames in which each step will be completed (e.g. within XX days of completion of step YY),
- Plan for establishing/maintaining the current status of staffing levels,
- Specific Government actions that may be required to support the implementation of the transition plan
- Any actions that may cause a delay and impact the successful transition must be clearly identified.

B.4 Labor Category Description

The Government will consider the extent to which the Offeror's proposed labor categories for the IDIQ contract align with the descriptions, experience requirements, and minimum education requirements for the required labor categories identified. At a minimum the schedule of proposed IDIQ labor categories must include the labor categories required by the RFP (see Section B of the RFP), including the descriptions, experience and education requirements. The Government will not give preference for labor categories proposed that exceed the minimum requirements for each labor category. The Government will evaluate the extent to which the Offeror's proposed labor categories align with the elements of the Government's required labor categories. The Government will also consider the applicability of any additional labor categories proposed by Offerors.

C. FACTOR C – MOCK TASK ORDERS 2 through 5

The Government's evaluation of Factor C will include an evaluation of the following aspects of the Mock Task Orders, which are not explicit subfactors:

C.1 Technical Approach for Mock Task Orders 2 through 5

The Government will evaluate the Offeror's proposed Technical Capability/Approach to the four (4) remaining mock task orders to assess the Offeror's capability to successfully complete the requirements of the PWS for each of the task orders and the Offeror's approach for completing the requirements of the task orders. This evaluation will be broken down into the following:

- a. Technical Capability/Approach for Mock Task Order 2
- b. Technical Capability/Approach for Mock Task Order 3
- c. Technical Capability/Approach for Mock Task Order 4
- d. Technical Capability/Approach for Mock Task Order 5

C.2 Key Personnel for Mock Task Orders 2 through 5

The Government will evaluate the proposed Key Personnel for the four (4) remaining mock task orders to determine the extent to which they meet or exceed the minimum qualifications identified for each position in the Mock Task Order PWS and the minimum experience and education requirements specified for the corresponding labor categories (from the list of required IDIQ labor categories) under which the candidates are proposed, and how qualified they are to perform the tasks detailed in the PWS' for the task orders. The minimum experience and education requirements for each of the IDIQ labor categories are identified in the "Required Labor Categories" section of the RFP. Offerors may propose key personnel positions in addition to the required positions identified in the PWS for the task orders. However, the key personnel positions identified in these PWS' must be proposed. This evaluation will be broken down into the following:

- a. Key Personnel for Mock Task Order 2
- b. Key Personnel for Mock Task Order 3
- c. Key Personnel for Mock Task Order 4
- d. Key Personnel for Mock Task Order 5

Note: Although the five task orders included in this RFP are listed as Mock task orders, the Government reserves the right to convert none, some or all of the mock task orders to "real" funded task orders at the time of IDIQ contract award.

D. FACTOR D – PAST PERFORMANCE

The evaluation of past performance information will consider the extent to which the Offeror's past performance demonstrates the capability and capacity to provide high quality services within the scope of the base PWS. The Government will consider the information provided in the completed/signed Past Performance Questionnaires submitted with the proposal. The Government may also use data obtained from other sources. The Government will consider the relevance (including consideration of the size, scope, and complexity) of the Offeror's previous contracts to the subject requirement, and the Offeror's performance on the previous contracts. The Government will only consider past performance of the Offeror's projects that were completed or substantially completed within the past five years. The Government will give additional consideration to past performance efforts identified by the offeror within the past five years that are traceable to the efforts identified in Volume I, Factor A.1 - Specialized Experience.

Note: Offerors without a record of relevant past performance or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on Past Performance, and will be assigned a Neutral rating.

E. FACTOR E – PRICE

The Government will evaluate the Offerors' price to determine whether the prices are fair and reasonable. Evaluation of this factor will be broken down into the following sections.

E.1 Base Contract

The Government will evaluate whether the proposed fully burdened hourly labor rates for each of the required IDIQ labor categories (onsite and offsite rates) are fair and reasonable in relation to the solicitation requirements and consistent with the Offeror's proposed Technical Approach.

E.2 Mock Task Orders 1 through 5

The Government will evaluate the Offeror's proposed labor mix, total proposed price for each CLIN, and the total proposed price for each of the five (5) mock task orders to determine its appropriateness in relation to the work required in each respective PWS' and to determine whether the proposed pricing is fair and reasonable.

F. Potential Award of Mock Task Orders 1 through 5:

Although the five task orders included in this RFP are listed as Mock Task Orders, the Government reserves the right to convert none, some or all of the mock task orders to "real" funded task orders at the time of IDIQ contract award. As previously stated, the Government intends on making multiple IDIQ contract awards as a result of this solicitation. However, should the Government decide to award one or more of the Mock Task Orders, each task order the Government decides to award as a result of this RFP will be awarded to a single offeror (one awardee per task order awarded). In order to be awarded one or more of the five (5) potential task orders, an Offeror must be selected as an awardee of an IDIQ contract.

In determining the awardee for each of the task orders the Government decides to award as a result of this RFP, the Government will consider the evaluation of the Offeror's proposal for a given task order on Factor A.2 (for Mock Task Order 1), Factor C (for Mock Task Orders 2 through 5), along with Factor E (Price). In this event, the evaluation of Factor A.2 (for Mock Task Order 1) and Factor C (for Mock Task Orders 2 through 5) for a given task

order, are considered to be significantly more important than Factor E in determining the awardee for a given task order.

Section M - 7

