

2. CONTRACT NUMBER	3. SOLICITATION NUMBER SB1341-17-RP-0007	4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER NB773000-17-00774 NB773000-17-00774
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 <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>3:00 PM ET</u> local time <u>MAY 01, 2017</u> (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 CHANTEL ADAMS	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 301 NUMBER 975-6338 EXT.	C. E-MAIL ADDRESS chantel.adams@nist.gov
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11. TABLE OF CONTENTS					
(X)	SEC.	DESCRIPTION	PAGES(S)	(X) SEC. DESCRIPTION PAGE(S)	
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1 - 1	X I	CONTRACT CLAUSES 57 - 72
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2 - 27	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	28 - 36	X J	LIST OF ATTACHMENTS 73 - 74
	D	PACKAGING AND MARKING	-	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	37 - 37	X K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS 75 - 89
X	F	DELIVERIES OR PERFORMANCE	38 - 38	X L	INSTRS., CONDS., AND NOTICES TO OFFERORS 90 - 107
X	G	CONTRACT ADMINISTRATION DATA	39 - 44	X M	EVALUATION FACTORS FOR AWARD 108 - 114
X	H	SPECIAL CONTRACT REQUIREMENTS	45 - 56		

OFFER

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 <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

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

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. **(Must be fully completed by offeror)**

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE PERIOD September 30, 2017 through September 29, 2018 Contractor Performance of requirements as specified in the Performance Work Statement in Section C of this Request for Proposals. Period of Performance: 09/29/2017 to 09/28/2018 Option Period 1 September 30, 2018 through September 29, 2019	1.00	LO	_____	_____
0002	Contractor Performance of requirements as specified in the Performance Work Statement in Section C of this Request for Proposals. Period of Performance: 09/30/2018 to 09/29/2019 Option Period 2 September 30, 2019 through September 29, 2020	1.00	LO	_____	_____ OPT
0003	Contractor Performance of requirements as specified in the Performance Work Statement in Section C of this Request for Proposals. Period of Performance: 09/30/2019 to 09/29/2020 Option Period 3 September 30, 2020 through September 29, 2021	1.00	LO	_____	_____ OPT
0004	Contractor Performance of requirements as specified in the Performance Work Statement in Section C of this Request for Proposals. Period of Performance: 09/30/2020 to 09/29/2021 Option Period 4 September 30, 2021 through September 29, 2022	1.00	LO	_____	_____ OPT
0005	Contractor Performance of requirements as specified in the Performance Work Statement in Section C of this Request for Proposals. Period of Performance: 09/30/2021 to 09/29/2022	1.00	LO	_____	_____ OPT

Table of Contents

SECTION B	SUPPLIES OR SERVICES AND PRICES/COSTS.....	2
B. 1	SCHEDULE OF LABOR CATEGORIES.....	6
B. 2	MINIMUM AND MAXIMUM CONTRACT AMOUNTS.....	26
SECTION C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT.....	28
C. 1	IDIQ PERFORMANCE WORK STATEMENT.....	28
SECTION E	INSPECTION AND ACCEPTANCE.....	37
E. 1	52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996).....	37
E. 2	52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAR 2001).....	37
SECTION F	DELIVERIES OR PERFORMANCE.....	38
F. 1	52.242-15 STOP-WORK ORDER (AUG 1989).....	38
F. 2	52.242-17 GOVERNMENT DELAY OF WORK (APR 1984).....	38
F. 3	1352.270-70 PERIOD OF PERFORMANCE (APR 2010).....	38
SECTION G	CONTRACT ADMINISTRATION DATA.....	39
G. 1	1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010).....	39
G. 2	1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (APR 2010).....	39
G. 3	1352.216-76 PLACEMENT OF ORDERS (APR 2010).....	39
G. 4	1352.245-70 GOVERNMENT FURNISHED PROPERTY (APR 2010).....	39
G. 5	IDIQ CONTRACT INFORMATION.....	40
SECTION H	SPECIAL CONTRACT REQUIREMENTS.....	45
H. 1	1352.208-70 RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010).....	45
H. 2	1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010).....	45
H. 3	1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010).....	45
H. 4	1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010).....	45
H. 5	1352.216-74 TASK ORDERS (APR 2010).....	45
H. 6	1352.231-71 DUPLICATION OF EFFORT (APR 2010).....	46
H. 7	1352.237-70 SECURITY PROCESSING REQUIREMENTS - HIGH OR MODERATE RISK CONTRACTS (APR 2010) #6	
H. 8	1352.237-71 SECURITY PROCESSING REQUIREMENTS - LOW RISK CONTRACTS (APR 2010).....	47
H. 9	KEY PERSONNEL (APR 2010).....	48
H. 10	1352.239-71 ELECTRONIC AND INFORMATION TECHNOLOGY (APR 2010).....	49
H. 11	1352.239-72 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (APR 2010).....	50
H. 12	NIST LOCAL-07 COMPUTER SECURITY POLICY.....	51
H. 13	NIST LOCAL-36 TRAVEL NOTE.....	52
H. 14	NIST LOCAL-40 BILLING INSTRUCTIONS FOR DELIVERY/TASK ORDERS.....	52
H. 15	LOCAL CLAUSE - CONVERSION OF CONTRACT TYPE.....	52
H. 16	LOCAL CLAUSE CONTRACTOR RESPONSIBILITY.....	53
H. 17	LOCAL CLAUSE - NON PERSONAL SERVICES.....	54
H. 18	LOCAL FLOWDOWN PROVISION.....	55
SECTION I	CONTRACT CLAUSES.....	57
I. 1	LIMITATION OF COSTS ON LABOR HOUR TASK ORDERS.....	57
I. 2	52.202-1 DEFINITIONS (NOV 2013).....	58
I. 3	52.203-3 GRATUITIES (APR 1984).....	59
I. 4	52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014).....	59
I. 5	52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010).....	59
I. 6	52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)....	59

Table of Contents

I. 7	52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013).....	59
I. 8	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011).....	59
I. 9	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015).....	59
I. 10	52.212-4 I	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015)--ALTERNATE I (MAY 2014).....	59
I. 11	52.215-2	AUDIT AND RECORDS--NEGOTIATION (OCT 2010).....	59
I. 12	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997).....	59
I. 13	52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997).....	59
I. 14	52.217-7	OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989).....	59
I. 15	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014).....	59
I. 16	52.223-6	DRUG-FREE WORKPLACE (MAY 2001).....	60
I. 17	52.224-1	PRIVACY ACT NOTIFICATION (APR 1984).....	60
I. 18	52.224-2	PRIVACY ACT (APR 1984).....	60
I. 19	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007).....	60
I. 20	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)....	60
I. 21	52.227-3	PATENT INDEMNITY (APR 1984).....	60
I. 22	52.227-14	RIGHTS IN DATA--GENERAL (MAY 2014).....	60
I. 23	52.227-17	RIGHTS IN DATA--SPECIAL WORKS (DEC 2007).....	60
I. 24	52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987).....	60
I. 25	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013).....	60
I. 26	52.232-1	PAYMENTS (APR 1984).....	60
I. 27	52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002).....	60
I. 28	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984).....	60
I. 29	52.232-11	EXTRAS (APR 1984).....	60
I. 30	52.232-17	INTEREST (MAY 2014).....	61
I. 31	52.232-18	AVAILABILITY OF FUNDS (APR 1984).....	61
I. 32	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014).....	61
I. 33	52.232-25	PROMPT PAYMENT (JUL 2013).....	61
I. 34	52.233-1	DISPUTES (MAY 2014).....	61
I. 35	52.233-3	PROTEST AFTER AWARD (AUG 1996).....	61
I. 36	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004).....	61
I. 37	52.242-13	BANKRUPTCY (JUL 1995).....	61
I. 38	52.244-2	SUBCONTRACTS (OCT 2010).....	61
I. 39	52.245-1	GOVERNMENT PROPERTY (APR 2012).....	61
I. 40	52.245-9	USE AND CHARGES (APR 2012).....	61
I. 41	52.246-25	LIMITATION OF LIABILITY--SERVICES (FEB 1997).....	63
I. 42	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012).....	63
I. 43	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984).....	63
I. 44	52.249-14	EXCUSABLE DELAYS (APR 1984).....	63
I. 45	52.253-1	COMPUTER GENERATED FORMS (JAN 1991).....	64
I. 46	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEPT 2016).....	64
I. 47	52.216-18	ORDERING (OCT 1995).....	67
I. 48	52.216-19	ORDER LIMITATIONS (OCT 1995).....	67
I. 49	52.216-22	INDEFINITE QUANTITY (OCT 1995).....	68
I. 50	52.217-8	OPTION TO EXTEND SERVICES (NOV 1999).....	68
I. 51	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	68
I. 52	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012).....	69
I. 53	52.237-3	CONTINUITY OF SERVICES (JAN 1991).....	71
I. 54	52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	72

Table of Contents

I. 55 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984).....72

SECTION J LIST OF ATTACHMENTS..... 73

J. 1 LIST OF ATTACHMENTS.....73

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS..... 75

K. 1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (SEP 2007)..... 75

K. 2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)..... 75

K. 3 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)..... 77

K. 4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)..... 79

K. 5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2016)..... 79

K. 6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)..... 87

K. 7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)..... 89

K. 8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)..... 89

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS..... 90

L. 1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2016)..... 90

L. 2 INSTRUCTIONS TO OFFERORS..... 92

L. 3 INQUIRIES..... 104

L. 4 52.216-1 TYPE OF CONTRACT (APR 1984)..... 105

L. 5 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)..... 106

L. 6 52.233-2 SERVICE OF PROTEST (SEP 2006)..... 106

L. 7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)..... 106

L. 8 1352.233-70 AGENCY PROTESTS (APR 2010)..... 106

L. 9 1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTESTS (APR 2010)..... 107

SECTION M EVALUATION FACTORS FOR AWARD..... 108

M. 1 EVALUATION FACTORS FOR AWARD..... 108

M. 2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)..... 113

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B. 1 SCHEDULE OF LABOR CATEGORIES

SCHEDULE OF LABOR CATEGORIES

The following section details the labor categories that will be applied to this IDIQ contract. The labor categories described here are required for this contract. Each labor category has a description of the type of work to be performed under each, the minimum experience requirements, and minimum education requirements. The description of the work to be performed under each labor category is a generalized description and may be expanded upon under individual task orders, where the work will be better defined.

It is assumed all degrees will be from accredited colleges or universities. Degrees from non-accredited institutions will not be accepted, except when these are degrees from foreign universities.

Analysis Specialist

Minimum/General Experience:

This position requires a minimum of 5 years' 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 (i.e. MCSA, MSCE, CCNA, CCNE, SCSSA, etc.) or demonstrated work experience in vulnerability analysis. OR a Bachelor's degree with at least 2 years specialized experience in vulnerability analysis, incident response, or vulnerability management. OR no degree and at least 6 years of experience of which 2 years must be specialized experience in vulnerability analysis, incident response, or vulnerability management.

Applications Engineer (Intermediate)

Minimum/General Experience:

This position requires a minimum of 6 years' experience, of which at least 4 years must be specialized. Specialized experience includes: experience as an applications programmer on data base management systems, knowledge of computer equipment and ability to develop complex software to satisfy design objectives. Demonstrated ability to work independently or under only general direction.

Functional Responsibilities: Duties may include but are not limited to: Applies a systematic, disciplined, quantified engineering approach to the development, operation and maintenance of software. Analyzes functional business applications and design

Schedule of Labor Categories

Cybersecurity Research Development & Implementation

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 provide technical direction to programmers 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, management, natural sciences, social sciences, mathematics or business/finance. OR a Master's Degree (in subjects described above) and 3 years general experience of which at least 3 years must be specialized experience. OR no degree and 10 years of general experience of which at least 4 years must be specialized experience.

Application Engineer (Senior)

Minimum/General Experience:

This position requires a minimum of 10 years' experience managing or performing software engineering activities, of which at least 8 years must be specialized. Specialized experience includes: demonstrated experience with programming languages in the design and implementation of systems and using database management systems. General experience includes increasing responsibilities in software engineering activities. Knowledgeable of applicable standards.

Functional Responsibilities: Duties may include but are not limited to: Leads the application of a systematic, disciplined, quantified engineering approach to the development, operation and maintenance of software. Analyzes and studies complex system requirements. Designs software tools and subsystems to support software reuse and domain analyses and manages their implementation. Manages software development and support using formal specifications, data flow diagrams, other accepted design techniques and, when appropriate, Computer Aided Software Engineering (CASE) tools. Estimates software development costs and schedule. Reviews existing programs and assists in making refinements, reducing operating time, and improving current techniques. Supervises software configuration management.

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. OR a Master's Degree (in subjects described above) from an accredited college or university and 7 years general experience of which at least 5 years must be specialized experience. OR no degree and 14 years of

Schedule of Labor Categories

Cybersecurity Research Development & Implementation

general experience of which at least 12 years must be specialized experience.

Application Tester

Minimum/General Experience:

This position requires a minimum of 5 years' experience, of which at least 3 years must be specialized. Specialized experience includes: experience as an application tester for web-based applications, REST-based data services, XML or JSON data formats, knowledge of computer equipment and 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. OR a Master's Degree (in subjects described above) and 2 years' general experience of which at least 1 years must be specialized experience. OR no degree and 9 years of general experience of which at least 5 years must be specialized experience.

Cybersecurity Subject Matter Expert (Intermediate)

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.

Schedule of Labor Categories

Cybersecurity Research Development & Implementation

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, information systems, engineering or a mathematics-intensive discipline. OR a Master's Degree and 7 years of specialized experience in a field closely related to cybersecurity. OR a PhD and 4 years of specialized experience in a field closely related to cybersecurity.

Cybersecurity Subject Matter Expert (Senior)

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.

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, information systems, engineering or a mathematics-intensive discipline. OR a Master's Degree and 12 years of specialized experience in a field closely related to Cyber security. OR a PhD and 9 years of specialized experience in a field closely related to Cyber security.

Cryptographer (Intermediate)

Minimum/General Experience:

This position requires 5 years' general experience and 3 years specialized experience is required. 5 years' 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. 3 years specialized experience includes developing cryptographic and hash algorithms including but not limited to triple DES, AES, SHA, etc.

Schedule of Labor Categories

Cybersecurity Research Development & Implementation

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 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. OR a Bachelor's degree in one of the above mentioned fields plus 8 years' related experience. OR a PhD with 2 years' related experience.

Cryptographer (Senior)

Minimum/General Experience:

This position requires 10 years' general experience and 5 years specialized experience is required. 10 years' 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. Five (5) years 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, smart grid, 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 degree in Cryptography, Computer Science, Engineering, Mathematics, or other related scientific or technical discipline is required. OR a Master's degree in Cryptography, Computer Science, Engineering, Mathematics, or other related scientific or technical discipline is required AND 10 years' experience in a field closely related to the field applicable to the task order.

Schedule of Labor Categories

Cybersecurity Research Development & Implementation

Developer (Junior)

Minimum/General Experience:

This position is for those who have demonstrated interest and accomplishment in code development, but have minimal professional experience. The developer should have IT industry certification in a platform or applications (i.e. MCSA, MSCE, CCNA, CCNE, SCSA, etc.) or have demonstrated work in an open source project.

Functional Responsibilities: Duties may include but are not limited to: Participates in the design of software tools and subsystems to support reuse and domain analysis. Assists Applications Engineer and Applications Programmer to interpret software requirements and design specifications to code, and integrate and test software components.

Minimum Education: High School Diploma.

Developer (Journeyman)

Minimum/General Experience:

This position requires a minimum of 2 years' experience, of which at least 2 years must be specialized. Specialized experience includes: experience as an applications programmer on data base management systems, knowledge of computer equipment and ability to develop complex software to satisfy design objectives. 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, management, natural sciences, social sciences, mathematics or business/finance. OR a Master's Degree (in subjects described above).

Developer (Intermediate)

Minimum/General Experience:

This position requires a minimum of 5 years' experience, of which at least 3 years must be specialized. Specialized experience includes: experience as an applications programmer on data base

Schedule of Labor Categories

Cybersecurity Research Development & Implementation

management systems, knowledge of computer equipment and ability to develop complex software to satisfy design objectives. Have experience with object or functionally-oriented programming languages. Demonstrated ability to work independently or under only general direction.

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, management, natural sciences, social sciences, mathematics or business/finance. OR a Master's Degree (in subjects described above) and 2 years' general experience of which at least 1 years must be specialized experience. OR no degree and 9 years of general experience of which at least 5 years must be specialized experience.

Developer (Lead)

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. 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 system, a physical science, engineering or a mathematics - intensive

Schedule of Labor Categories

Cybersecurity Research Development & Implementation

discipline, or an applicable training certificate from an accredited training institution. OR a Master's Degree (in subjects described above) with 7 years' experience in a field closely related to the field applicable to the task order. OR a PhD with 4 years' experience. OR no degree and 14 years of directly related experience.

Information Engineer (Junior)

Minimum/General Experience:

This position requires a minimum of 3 years' experience, of which at least 2 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 analysis, design and programming, 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, management, natural sciences, social sciences, mathematics or business/finance. OR a Master's Degree. OR no degree with 7 years' experience of which 4 must be specialized experience.

Information Engineer (Intermediate)

Minimum/General Experience:

This position requires a minimum of 6 years' experience, of which at least 4 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

Schedule of Labor Categories

Cybersecurity Research Development & Implementation

experience is also required: demonstrated experience in the implementation of information engineering projects; systems analysis, design and programming, 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, management, natural sciences, social sciences, mathematics or business/finance. OR a Master's Degree and 3 years' general experience of which at least 1 must be specialized. OR a PhD Degree. OR no degree and 10 years of general experience of which at least 6 must be specialized experience.

Information Engineer (Senior)

Minimum/General Experience:

This position requires a minimum of 10 years' experience, of which at least 8 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 analysis, design and programming, 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,

Schedule of Labor Categories

Cybersecurity Research Development & Implementation

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, management, natural sciences, social sciences, mathematics or business/finance. OR a Master's Degree (in subjects described above) and 7 years' general experience of which at least 5 years must be specialized experience. OR a PhD (in subjects described above) and 4 years of general experience of which at least 2 years must be specialized. OR no degree and 14 years of general experience of which at least 12 years must be specialized experience.

Information Engineer (Principal)

Minimum/General Experience:

This position requires a minimum of 14 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 analysis, design and programming, 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, management, natural sciences, social sciences, mathematics or business/finance. OR a Master's Degree (in subjects described above) and 11 years' general experience of

Schedule of Labor Categories

Cybersecurity Research Development & Implementation

which at least 9 years must be specialized experience. OR a PhD (in subjects described above) and 8 years of general experience of which at least 6 years must be specialized. OR no degree and 18 years of general experience of which at least 16 years must be specialized experience.

Outreach Specialist (Journeyman)

Minimum/General Experience:

This position requires a minimum of 7 years of general experience of which at least 3 must be specialized.

Functional Responsibilities: Duties to include, but not be limited to: Facilitation of working sessions in workshops, preparing strategies and agendas for workshops/conferences, preparing material for posting on public websites, preparing responses to public input on various topics, and assisting to develop strategies for NIST work efforts.

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. OR a Master's Degree (in subjects described above) and 4 years' general experience of which at least 2 years must be specialized experience. OR a PhD (in subjects described above) and 2 years of general experience of which at least 1 year must be specialized. OR no degree and 11 years of general experience of which at least 8 years must be specialized experience.

Outreach Specialist (Senior)

Minimum/General Experience:

This position requires a minimum of 10 years of general experience of which at least 5 must be specialized.

Functional Responsibilities: Duties to include, but not be limited to: Facilitation of working sessions in workshops, preparing strategies and agendas for workshops/conferences, preparing material for posting on public websites, preparing responses to public input on various topics, and assisting to develop strategies for NIST work efforts.

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. OR a Master's Degree (in subjects described above) and 7 years' general experience of which at least 5 years must be specialized experience. OR a PhD (in subjects described above) and 4 years of general experience of

Schedule of Labor Categories

Cybersecurity Research Development & Implementation

which at least 2 years must be specialized. OR no degree and 14 years of general experience of which at least 12 years must be specialized experience.

Program Manager 1 - Assistant Level

Minimum/General Experience:

This position requires a minimum of 3 years' general project management experience. 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 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 Education: No degree and 7 years of experience of which 3 must be specialized experience. OR a Master's Degree in Project Management can be substituted for 3 years' project management experience. OR a Project Manager Professional (PMP) certification from the Program Management Institute (PMI) may be substituted for 3 years' project management experience. OR a Mid-level FAC-P/PM or Defense Systems Management College (DSMC) Program Management (PM) Level 2 certification may 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 3 years IT experience in computer security. Experience includes increasing responsibilities in information systems design and 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 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 personnel and customer agency representatives. The Project Manager is responsible for the overall management of the specific task order(s) and insuring 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 Education: Must either be certified as a.) Project Management Professional (PMP) by the Project Management Institute

Schedule of Labor Categories

Cybersecurity Research Development & Implementation

(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 Bachelor's degree in computer science/engineering technology, software/programming, 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.

Program Manager 3 - Contract Level

Minimum/General Experience:

This position requires a minimum of 10 years' general project management experience and 5 years IT experience in computer security. Experience includes increasing responsibilities in information systems design and management.

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 systems. 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.) Have been or is currently certified as a Senior-level FAC-Program/Project Manager (FAC-P/PM). A Defense Systems Management College (DSMC) Program Management (PM) certification of Level 3 will be considered equivalent to a FAC-P/PM Senior Level. A Bachelor's degree in computer science/engineering technology, software/programming, 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.

Schedule of Labor Categories

Cybersecurity Research Development & Implementation

Security Engineer (Senior)

Minimum/General Experience:

This position requires 10 years' experience in technology oriented security engineering support related to hardware, software, O/S and/or processes.

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 from an accredited college or university 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, a physical science, engineering or a mathematics-intensive discipline. OR a Master's Degree (in subjects described above) from an accredited college or university with 7 years of applicable experience. OR no degree and 14 years of directly applicable experience coupled with an industry or vendor technical certification (i.e. CISSP, CIPA, MCSE, MCSA, CCNA, CCNE, SCSA, etc.)

Security Engineer (Intermediate)

Minimum/General Experience:

This position requires 4 years' experience in technology oriented security engineering support related to hardware, software, O/S and/or processes.

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 from an accredited college or university 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, a physical science, engineering or a mathematics-intensive discipline. OR a Master's Degree (in subjects described above) from an accredited college or university with 1 year of applicable experience in a field closely related to the field applicable to the task order. OR No degree and 8 years of directly applicable experience coupled with an industry or vendor technical certification (i.e. CISSP, CIPA, MCSE, MCSA, CCNA, CCNE, SCSA, etc.).

Schedule of Labor Categories

Cybersecurity Research Development & Implementation

Software Systems Engineer (Lead)

Minimum/General Experience:

This position requires 7 years of increasingly complex and progressive experience in performing systems analysis, development, and implementation of business, mathematical, 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 managed or had significant involvement with complex or substantive information technology projects including one year of experience demonstrating management and supervision capabilities.

Functional Responsibilities: Duties may include but are not limited to: Formulates and defines specifications for operating system applications or modifies and maintains existing applications using engineering releases and utilities from the manufacturer. Responsible for program design, modeling, simulation, coding, testing, debugging and documentation.

Responsible for applications dealing with the overall operating system, such as sophisticated file maintenance routines, large telecommunications/communications networks, computer accounting and advanced mathematical/scientific software packages. Instructs, directs, and checks the work of other task personnel. Responsible for quality assurance review and the evaluation of existing and new software products.

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 system, a physical science, engineering, or a mathematics-intensive discipline. OR a Master's Degree (in subjects described above) and 4 years of relevant experience in a field closely related to the field applicable to the task order. OR a PhD (in subjects described above) and 1-year experience. OR no degree and 11 years of directly relevant experience in a field closely related to the field applicable to the task order.

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

Schedule of Labor Categories

Cybersecurity Research Development & Implementation

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 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 the design and/or development of complex systems.

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 degree 8 years of relevant work experience. OR a Master's degree and 1 year of relevant experience.

Technical Specialist 3

Minimum/General Experience:

This position requires a minimum of 8 years of relevant technical experience supporting the design and/or development of complex systems.

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 degree and 12 years of relevant work experience. OR a Master's degree and 5 years of relevant experience. OR a PhD degree and 2 years of relevant experience.

Schedule of Labor Categories

Cybersecurity Research Development & Implementation

Technical Specialist 4

Minimum/General Experience:

This position requires a minimum of 12 years of relevant technical experience supporting the design and/or development of complex systems.

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 degree and 16 years of relevant work experience. OR a Master's degree and 9 years of relevant experience. Or a PhD degree and 6 years' relevant experience.

Technical Specialist 5

Minimum/General Experience:

This position requires a minimum of 16 years of relevant technical experience supporting the design and/or development of complex systems.

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 degree and 20 years of relevant work experience. OR a Master's degree and 13 years of relevant experience. OR a PhD degree and 10 years of relevant experience.

Technical Subject Matter Expert (Intermediate)

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

Schedule of Labor Categories

Cybersecurity Research Development & Implementation

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, 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, engineering or a mathematics-intensive discipline. OR a Master's Degree (in subjects described above) with 5 years of applicable experience in a field closely related to and applicable to the task order. OR a PhD degree (in subjects described above) with 2 years of applicable experience. OR no degree and 12 years of intensive and progressive experience in the applicable specialty field.

Technical Subject Matter Expert (Senior)

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,

Schedule of Labor Categories

Cybersecurity Research Development & Implementation

engineering, or a mathematics-intensive discipline. OR a Master's Degree (in subjects described above) with 9 years of applicable experience in a field closely related to and applicable to the task order. OR a PhD degree (in subjects described above) with 6 years of applicable experience. OR no degree and 16 years of intensive and progressive experience in the applicable specialty field.

Technical Subject Matter Expert (Principal)

Minimum/General Experience:

This position requires 15 years of intensive and progressive experience in the applicable specialty field or, if the subject matter is less than 15 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, engineering, or a mathematics-intensive discipline. OR a Master's Degree (in subjects described above) with 12 years of applicable experience in a field closely related to and applicable to the task order. OR a PhD degree (in subjects described above) with 9 years of applicable experience. OR no degree and 19 years of intensive and progressive experience in the applicable specialty field.

Vulnerability Analysis Specialist (Lead)

Minimum/General Experience: This position requires a minimum of 5 years' 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: This position will provide daily supervision and direction to 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

Schedule of Labor Categories

Cybersecurity Research Development & Implementation

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, management, natural sciences, social sciences, mathematics or business/finance and 5 years' experience of which 2 years must be specialized experience in vulnerability analysis, incident response, or vulnerability management. OR a Master's degree (in subjects described above) with at least 2 years specialized experience in vulnerability analysis, incident response, or vulnerability management. OR no degree and at least 9 years of experience, of which 2 years must be specialized experience in vulnerability analysis, incident response, or vulnerability management.

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 \$100,000.00 against each awarded Indefinite-Delivery, Indefinite-Quantity contract awarded. The amount of all orders awarded against all contracts awarded shall not exceed \$50,000,000.00.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C. 1 IDIQ PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT

NIST CYBERSECURITY RESEARCH, DEVELOPMENT AND IMPLEMENTATION SERVICES IDIQ CONTRACT

1. BACKGROUND

The National Institute of Standards and Technology (NIST) is responsible for developing standards and Special Publications, including minimum requirements, that provide adequate information security for all agency operations and assets, but such standards and Special Publications shall not apply to national security systems. With a new and re-energized national emphasis on information security, the NIST Information Technology Laboratory's (ITL) Computer Security Division (CSD) is uniquely positioned to ensure that new technology initiatives are selected, deployed, and operated in a manner that does not increase the risk to organizational missions, individuals, and the Nation.

CSD conducts research and development in cybersecurity management and assurance, cryptography and systems security, identity management, and emerging cybersecurity technologies. CSD plays a vital role in both national and international cybersecurity standard setting. CSD also provides reference specifications in multiple areas, allowing others to leverage the Division's work to increase the security of their systems and products.

CSD, as a collaborator for both government and industry, coordinates with partners across the government, industry, and the world. For example, CSD embraced international cooperation in our Secure Hash Algorithm (SHA-3) competition while working on a successor to the current government-approved hash algorithm.

Industry represents a key audience and partner in all of CSD's work. The success of the Security Content Automation Protocol (SCAP) program is dependent on CSD's partnership with them. Several sectors of the Information Technology (IT) industry have advised CSD on the need for the program and its evolution. There was enthusiastic adoption from many industry partners, and their continued support has allowed the Division to move ahead with this program much more quickly than otherwise. As a result of such cooperation, CSD has created, and is maintaining, a significant repository of SCAP compliant security checklists for use with an ever-increasing number of security tools.

The responsibilities assigned to NIST, and by extension CSD, in the Federal Information Security Management Act (FISMA) to assist the federal agencies in securing their information systems and develop cybersecurity standard, guidelines, and associated methods and techniques are major parts of the CSD portfolio of tasking and responsibility.

2. SCOPE OF WORK

The purpose of this Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract is for the contractor to provide information security and cybersecurity services. Task orders issued under this contract may be firm fixed price, labor hour, 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 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.”

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 CSD 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 requirement 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 CSD, other divisions in NIST with related security 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:

- 1. 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). Specifics in each Task Order (TO).** Input(s) shall be technically correct, relevant to subject matter, and appropriate to designated audience (i.e., Federal Government and Industry). Formats shall follow NIST CSD, ITL, and Washington Editorial Review Board (WERB) requirements. Topic areas may include, but are not be limited to:
 - a. Applied Cybersecurity (for example, Cyber-Physical Systems, Public Safety Communications, Health Information Technology, Electronic Voting, Critical Infrastructure, and Federal Agency Cybersecurity)
 - b. Information and Communications Technology Supply Chain Risk Management
 - c. Cybersecurity Awareness, Training, Education, and Workforce Development
 - d. Cryptographic Standards, 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)

IDIQ Performance Work Statement

Cybersecurity Research Development & Implementation

- 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

2. Software development, application development, and application modeling support,

Specifics in each TO - Provide software development, application development and application modeling 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, data base 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 efforts. The following are examples of development work to be conducted: (Specifics in each TO)

- a. Computer Security Resource Center content management system implementation and workflow development
- b. National Vulnerability Database (NVD) data query, analysis, visualization, and subscription tool development
- 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
 - a. Generation of STIX-expressed indicators from cyber forensic analysis tools
 - b. Generation of SCAP-expressed content from automated indicators
- e. Policy Machine demonstrations and reference implementations
- f. Proof of concept of various PIV and derived credential implementations and associated validation tools
- g. Crypto Validation Program (CVP) automated testing system and reference algorithm software development
- h. Creation and management of public collaboration sites for numerous projects

3. Research work to be conducted in the following areas. Specifics in each TO.

- a. Cyber-Physical Systems, Public Safety Communications, Health Information Technology, Electronic Voting, Critical Infrastructure, and Federal Agency Cybersecurity practices
- b. Information and Communications Technology 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
- 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 TO.** Processes and mechanisms 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 an economic and social impact evaluation of the state pilots funded under the NSTIC State Pilots Cooperative Agreement Program;
 - h. Developing use cases and tools to enable implementation of the privacy risk management framework; and
 - i. Supporting the preparation, analysis, and adjudication of Requests for Information and other public comment responses.
- 5. Program operations and analysis work to be conducted in the following areas. Specifics in each TO.**
- a. National Vulnerability Database (NVD) analysis
 - b. Cryptographic Algorithm Program (CAP) analysis
 - c. Cryptographic Module Validation Program (CMVP) analysis
 - d. Security Content Automation Program (SCAP) support to labs and vendors
 - e. Cryptographic Validation Program (CVP) support to labs and vendors
- 6. Reports and project tracking meeting external requirements. Specifics in each TO.** Provide programmatic support in Project Management, 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.
- 7. Recommendations on standards activities that reflect NIST and DOC strategic positions, and interaction with Standards Development Organizations. Specifics in each TO.** Provide technical expertise and consultation to support CSD 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, 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.

5. PERIOD OF PERFORMANCE

Period of performance will be for a base period of one year from date of award with four (4) additional option years that may be exercised in accordance with FAR 52.217-9.

6. GOVERNMENT-FURNISHED PROPERTY, 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 Homeland Security Presidential Directive (HSPD)-12. 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 Offeror 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. The contractor must provide a Program Manager at

the base contract level as key personnel under this contract. 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 contract level.

8.1. PROGRAM MANAGER 3 – CONTRACT LEVEL

Minimum/General Experience:

This position requires a minimum of 10 years' general project management experience and 5 years IT experience in computer security. Experience includes increasing responsibilities in information systems design and management.

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 systems. 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.) 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, 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.

IDIQ Performance Work Statement

Cybersecurity Research Development & Implementation

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.

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 errors, and relevant to subject and intended audience. Format acceptable by NIST WERB.	Specified in TO.
2. Working software, applications, and application models.	Software development, application development, and application modeling 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, data base 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 TO.
3. Reports and other documentation of research completed	Research work to be conducted in assorted areas. Reports and/or other documentation prepared to convey the results of research conducted.	Deliverables are technically correct, of professional quality, free of typographical errors, and relevant to subject and intended audience.	Specified in TO.
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,	Deliverables are technically correct, of professional quality, free of typographical errors, and relevant to subject and intended audience.	Specified in TO.

IDIQ Performance Work Statement

Cybersecurity Research Development & Implementation

	including industry, academia, standards organizations, and governments.		
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 errors, and relevant to subject and intended audience.	Specified in TO.
6. Reports and successful project tracking results that meet external requirements	Reports and project tracking meeting external requirements.	Deliverables are technically correct, of professional quality, free of typographical errors, and relevant to subject and intended audience.	Specified in TO.
7. Thoughtful recommendations on standards activities; acceptable interactions with SDOs	Recommendations on standards activities that reflect NIST and DOC strategic positions, and interaction with Standards Development Organizations (SDOs).	Deliverables are technically correct, of professional quality, free of typographical errors, and relevant to subject and intended audience.	Specified in TO.

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)

(Reference 52.246-6)

**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 September 30, 2017 through September 29, 2018 . 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	September 30, 2018	September 29, 2019
Option II	September 30, 2019	September 29, 2020
Option III	September 30, 2020	September 29, 2021
Option IV	September 30, 2021	September 29, 2022

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

(Reference 1352.201-70)

G. 2 1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (APR 2010)

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

Phone Number:

Email:

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

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

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

(End of clause)

G. 3 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:

NIST Contracting Officer

N/A

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

(End of clause)

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

The Government will provide the following item(s) of Government property to the contractor. The contractor shall be accountable for, and have stewardship of, the property in the performance of this

contract. This property shall be used and maintained by the contractor in accordance with provisions of the "Government Property" clause included in this contract.

Item No.	TBD
Description	TBD
Quantity	TBD
Delivery Date	TBD
Property/Tag Number (if applicable)	TBD

(End of clause)

G. 5 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 either firm fixed price or labor hour type task orders, with preference towards firm fixed price contract type. Task orders may also be a hybrid of the two contract types.

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 or Ceiling Price, 6) Any applicable reporting requirements, and 7) Any applicable Government-furnished property.

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

- a. The contracting officer will provide each awardee a fair opportunity to be considered for each order exceeding \$3,000 issued under the IDIQ contract. Streamlined processes may be used for task orders exceeding \$3,000 up to \$5 million. A request for quotations/proposals will be distributed to all contract holders and will contain, to the maximum extent practicable, the items detailed in b(i-v) below. In addition, the contracting officer need not contact each of the multiple awardees under the contract before selecting an order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order and the order does not exceed \$5 million. The competition requirements in FAR Part 6 and the policies in FAR Subpart 15.3 do not apply to the ordering process.
- b. For task orders in excess of \$5 million, a request for quotations /proposals will be distributed to all contract holders and will contain, at a minimum -
 - i. A notice of the task or delivery order that includes a clear statement of NIST's requirements;
 - ii. A reasonable response period;
 - iii. Disclosure of the significant factors and sub-factors, including cost or price, that the agency expects to consider in evaluating proposals, and their relative importance;

- iv. Where award is made on a best value basis, a written statement documenting the basis for award and the relative importance of quality and price or cost factors; and
 - v. An opportunity for a postaward debriefing in accordance with FAR Subpart 16.505(b)(4).
- c. Exceptions to the fair opportunity process: The contracting officer will give every contract holder a fair opportunity to be considered for a task order exceeding \$3,000 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.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H. 1 1352.208-70 RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010)

(Reference 1352.208-70)

H. 2 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010)

(a) The contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need to know" basis. The contractor agrees to immediately notify the Contracting Officer in writing in the event that the contractor determines or has reason to suspect a breach of this requirement has occurred.

(b) The contractor agrees that it will not disclose any information described in subsection (a) to any person unless prior written approval is obtained from the Contracting Officer. The contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of clause)

H. 3 1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)

(Reference 1352.209-73)

H. 4 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

(Reference 1352.209-74)

H. 5 1352.216-74 TASK ORDERS (APR 2010)

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

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

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

(d) After any necessary negotiations, the contractor shall submit a final proposal.

(e) Task orders will 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 order.

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

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

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

(End of clause)

H. 6 1352.231-71 DUPLICATION OF EFFORT (APR 2010)

(Reference 1352.231-71)

H. 7 1352.237-70 SECURITY PROCESSING REQUIREMENTS - HIGH OR MODERATE RISK CONTRACTS (APR 2010)

(a) Investigative Requirements for High and Moderate Risk Contracts. All contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce facility, or through a Department of Commerce IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor. The level of contract risk will determine the type and scope of such processing as noted below.

(1) Non-IT Service Contracts

- (i) High Risk - Background Investigation (BI)
- (ii) Moderate Risk - Moderate Background Investigation (MBI)

(2) IT Service Contracts

- (i) High Risk IT - Background Investigation (BI)
- (ii) Moderate Risk IT - Background Investigation (BI)

(b) In addition to the investigations noted above, non-U.S. citizens must have a pre-appointment check that includes an Immigration and Customs Enforcement agency check.

(c) Additional Requirements for Foreign Nationals (Non-U.S. Citizens)

To be employed under this contract within the United States, non-U.S. citizens must have:

- (1) Official legal status in the United States
- (2) Continuously resided in the United States for the last two years; and
- (3) Advance approval from the servicing Security Officer of the contracting operating unit in consultation with the Office of Security (OSY) headquarters. (OSY routinely consults with appropriate agencies regarding the use of non-U.S. citizens on contracts and can provide up-to-date information concerning this matter.)

(d) Security Processing Requirement. Processing requirements for High and Moderate Risk Contracts are as follows:

(1) The contractor must complete and submit the following forms to the Contracting Officer Representative (COR):

- (i) Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions;
- (ii) FD 258, Fingerprint Chart with OPM's designation in the ORI Block; and
- (iii) Credit Release Authorization.

(2) The Sponsor will ensure that these forms have been properly completed, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer.

(3) Upon completion of the security processing, the Office of Security, through the servicing Security Officer and the COR, will notify the contractor in writing of the individual's eligibility to be given access to a Department of Commerce facility or Department of Commerce IT system.

(4) Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. For non-U.S. citizens, the COR must request an Immigration and Customs Enforcement (formerly INS) agency check. It is the option of the Office of Security to repeat the security processing on any contract employee at its discretion.

(e) Notification of Disqualifying Information. If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the contracting officer, will immediately remove the contract employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following:

(1) Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.

(2) Falsification of information entered on security screening forms or of other documents submitted to the Department.

(3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.

(4) Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

(f) Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce facilities or access to IT systems.

(g) Access to National security Information. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

(h) The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of Clause)

H. 8 1352.237-71 SECURITY PROCESSING REQUIREMENTS - LOW RISK CONTRACTS (APR 2010)

(a) Investigative Requirements for Low Risk Contracts. All contractor (and subcontractor) personnel proposed to be employed under a Low Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas, or to obtain access to a Department of Commerce IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor.

(b) Investigative requirements for Non-IT Service Contracts are:

- (1) Contracts more than 180 days - National Agency Check and Inquiries (NACI)
- (2) Contracts less than 180 days - Special Agency Check (SAC)

(c) Investigative requirements for IT Service Contracts are:

- (1) Contracts more than 180 days - National Agency Check and Inquiries (NACI)
- (2) Contracts less than 180 days - National Agency Check and Inquiries (NACI)

(d) In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement agency check.

(e) Additional Requirements for Foreign Nationals (Non-U.S. Citizens). Non-U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

- (1) Official legal status in the United States;
- (2) Continuously resided in the United States for the last two years; and
- (3) Obtained advance approval from the servicing Security Officer in consultation with the Office of Security headquarters.

(f) DOC Security Processing Requirements for Low Risk Non-IT Service Contracts. Processing requirements for Low Risk non-IT Service Contracts are as follows:

(1) Processing of a NACI is required for all contract employees employed in Low Risk non-IT service contracts for more than 180 days. The Contracting Officer's Representative (COR) will invite the prospective contractor into e-QIP to complete the SF-85. The contract employee must also complete fingerprinting.

(2) Contract employees employed in Low Risk non-IT service contracts for less than 180 days require processing of Form OFI-86C Special Agreement Check (SAC), to be processed. The Sponsor will forward a completed Form OFI-86C, FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.

(3) Any contract employee with a favorable SAC who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.

(4) For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

(5) In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the Sponsor may request a Customs Enforcement SAC on Form OFI-86C, by checking Block #7, Item I. In Block 13, the Sponsor should enter the employee's Alien Registration Receipt Card number to aid in verification.

(6) Copies of the appropriate forms can be obtained from the Sponsor or the Office of Security. Upon receipt of the required forms, the Sponsor will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the Sponsor and the Contracting Officer whether the contract employee can commence work prior to completion of the suitability determination based on the type of work and risk to the facility (i.e., adequate controls and restrictions are in place). The Sponsor will notify the contractor of favorable or unfavorable findings of the suitability determinations. The Contracting Officer will notify the contractor of an approved contract start date.

(g) Security Processing Requirements for Low Risk IT Service Contracts. Processing of a NACI is required for all contract employees employed under Low Risk IT service contracts.

(1) Contract employees employed in all Low Risk IT service contracts will require a National Agency Check and Inquiries (NACI) to be processed. The Contracting Officer's Representative (COR) will invite the prospective contractor into e-QIP to complete the SF-85. Fingerprints and a Credit Release Authorization must be completed within three working days from start of work, and provided to the Servicing Security Officer, who will forward the investigative package to OPM.

(2) For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents) must undergo a NACI that includes an agency check conducted by the Immigration and Customs Enforcement Service. The Sponsor must request the ICE check as a part of the NAC.

(h) Notification of Disqualifying Information. If the Office of Security receives disqualifying information on a contract employee, the Sponsor and Contracting Officer will be notified. The Sponsor shall coordinate with the Contracting Officer for the immediate removal of the employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following reasons:

(1) Conviction of a felony crime of violence or of a misdemeanor involving moral turpitude.

(2) Falsification of information entered on security screening forms or of other documents submitted to the Department.

(3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct was directly related to the contract.

(4) Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

(i) Failure to comply with security processing requirements may result in termination of the contract or removal of contract employees from Department of Commerce facilities or denial of access to IT systems.

(j) Access to National Security Information. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

(k) The contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of Clause)

H. 9 KEY PERSONNEL (APR 2010)

1352.237-75 Key personnel.

KEY PERSONNEL (APR 2010)

(a) The contractor shall assign to this contract the following key personnel:

(Name) (Program Manager- Contract Level)

*Other Labor Categories will be identified on a task order basis.

(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)

(a) To be considered eligible for award, offerors must propose electronic and information technology (EIT) that meet the applicable Access Board accessibility standards at 36 CFR 1194 designated below:

- XXX 1194.21 Software applications and operating systems
- XXX 1194.22 Web-based intranet and internet information and applications
- 1194.23 Telecommunications products
- 1194.24 Video and multimedia products
- 1194.25 Self-contained, closed products
- XXX 1194.26 Desktop and portable computers
- 1194.31 Functional performance criteria
- XXX 1194.41 Information, documentation and support

(b) The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

(c) Alternatively, offerors may propose products and services that provide equivalent facilitation. Such offers will be considered to have met the provisions of the Access Board standards for the feature or components providing equivalent facilitation. If none of the offers that meet all applicable provisions of the standards could be accepted without imposing an undue burden on the agency or component, or if none of the offerors propose products or services that fully meet all of the applicable Access Board's provisions, those offerors whose products or services meet some of the applicable provisions will be considered eligible for award. Awards will not be made to an offeror meeting all or some of the applicable Access Board provisions if award would impose an undue burden upon the agency.

(d) Offerors must submit representation information concerning their products by completing the VPAT template at www.Section508.gov.

(End of clause)

H. 11 1352.239-72 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (APR 2010)

(a) Applicability. This clause is applicable to all contracts that require contractor electronic access to Department of Commerce sensitive non-national security or national security information contained in systems, or administrative control of systems by a contractor that process or store information that directly supports the mission of the Agency.

(b) Definitions. For purposes of this clause, the term "Sensitive" is defined by the guidance set forth in the Computer Security Act of 1987 (P.L. 100-235), including the following definition of the term:

(1) Sensitive information is "any information, the loss, misuse, or unauthorized access to, or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

(2) For purposes of this clause, the term "National Security" is defined by the guidance set forth in:

(i) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3.

(ii) The DOC Security Manual, Chapter 18.

(iii) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

(3) Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) The contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC IT resources for all of the contractor's systems that are interconnected with a DOC network or DOC systems that are operated by the contractor.

(d) All contractor personnel performing under this contract and contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the DOC Information Technology Management Handbook (see DOC, Office of the Chief Information

Officer website), or equivalent/more specific agency or operating unit counsel guidance as specified immediately hereafter NIST Computer Security Policy .

(e) Contractor personnel requiring a user account for access to systems operated by the contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, Security Processing Requirements for Service Contracts.

(f) Within 5 days after contract award, the contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed initial IT security orientation training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with DOC IT Security Program Policy, chapter 15, section 15.3. The COR will inform the contractor of any other available DOC training resources. Annually thereafter the contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed annual refresher training as required by section 15.4 of the DOC IT Security Program Policy.

(g) Within 5 days of contract award, the contractor shall provide the COR with signed acknowledgement of the provisions as contained in Commerce Acquisition Regulation (CAR), 1352.209-72, Restrictions Against Disclosures.

(h) The contractor shall afford DOC, including the Office of Inspector General, access to the contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

(i) For all contractor-owned systems for which performance of the contract requires interconnection with a DOC network on which DOC data will be stored or processed, the contractor shall provide, implement, and maintain a System Accreditation Package in accordance with the DOC IT Security Program Policy. Specifically, the contractor shall:

(1) Within 14 days after contract award, submit for DOC approval a System Certification Work Plan, including project management information (at a minimum the tasks, resources, and milestones) for the certification effort, in accordance with DOC IT Security Program Policy and NIST Computer Security Policy . The Certification Work Plan, approved by the COR, in consultation with the DOC IT Security Officer, or Agency/operating unit counsel IT Security Manager/Officer, shall be incorporated as part of the contract and used by the COR to monitor performance of certification activities by the contractor of the system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification Work Plan may result in termination of the contract.

(2) Upon approval, follow the work plan schedule to complete system certification activities in accordance with DOC IT Security Program Policy Section 6.2, and provide the COR with the completed System Security Plan and Certification Documentation Package portions of the System Accreditation Package for approval and system accreditation by an appointed DOC official.

(3) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, maintain the approved level of system security as documented in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with DOC IT Security Program Policy, Section 6.3.1.1.

(j) The contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of clause)

H. 12 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. 13 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. 14 NIST LOCAL-40 BILLING INSTRUCTIONS FOR DELIVERY/TASK ORDERS

(a) NIST prefers electronic Invoice/Voucher submissions and they should be emailed to INVOICE@NIST.GOV.

(b) Each Delivery/Task Order Invoice or Voucher submitted shall include the following: (1) Contract Number; identified in Block 2 of the OF347. (2) Delivery/Task Order number identified in Block 3 of the OF347. (3) Contractor Name and Address. (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. (10) Any other information or documentation required by the contract.

(c) In the event electronic submissions are not used, the Contractor shall submit an original invoice or voucher in accordance with paragraph (b) above to the address identified in Block 21 of the OF347.

(END OF CLAUSE)

H. 15 LOCAL CLAUSE - CONVERSION OF CONTRACT TYPE

LOCAL - CONVERSION OF CONTRACT TYPE

The Government reserves the right to convert the Labor Hour type task order to Firm-Fixed Price type task order once the Government is able to better define the tasks. This right may be exercised at any time throughout the life of the task order through a bilateral modification to the task order.

(END OF TEXT)

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 FLOWDOWN PROVISION

All goods and services ordered under this contract which are to be furnished by a subcontractor or subcontractors shall be governed by the terms and conditions set forth in this contract. Contractor is responsible for ensuring that all subcontractor(s) are informed of this flowdown provision.

**SECTION I
CONTRACT CLAUSES**

I. 1 LIMITATION OF COSTS ON LABOR HOUR TASK ORDERS

LIMITATION OF COSTS ON LABOR HOUR TASK ORDERS

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than the ceiling price specified in the task order. The Contractor agrees to use its best efforts to perform the work specified in the task order and all obligations under this task order within the ceiling price.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that—

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed

75 percent of the ceiling price specified in the task order; or

(2) The total cost for the performance of this task order will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the ceiling price specified in the task order; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the ceiling price specified in the task order, until the Contracting Officer (i) notifies the Contractor in writing that the ceiling price has been increased and (ii) provides a revised estimated total cost of performing this contract.

(e) No notice, communication, or representation in any form other than that specified in paragraph (d) (2) of this clause, or from any person other than the Contracting Officer, shall affect this task order's ceiling price. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the ceiling price of the task order.

(f) Change orders shall not be considered an authorization to exceed the ceiling price to the Government specified in the task order, unless they contain a statement increasing the ceiling price.

(End of clause)

I. 3 52.203-3 GRATUITIES (APR 1984)

(Reference 52.203-3)

I. 4 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(Reference 52.203-5)

I. 5 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

(Reference 52.203-12)

I. 6 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

(Reference 52.204-4)

I. 7 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(Reference 52.204-7)

I. 8 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(Reference 52.204-9)

I. 9 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015)

(Reference 52.212-4)

I. 10 52.212-4 I CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015)--ALTERNATE I (MAY 2014)

(Reference 52.212-4 I)

I. 11 52.215-2 AUDIT AND RECORDS--NEGOTIATION (OCT 2010)

(Reference 52.215-2)

I. 12 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

(Reference 52.215-8)

I. 13 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)

(Reference 52.217-2)

I. 14 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

- I. 15 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
(Reference 52.219-8)
- I. 16 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(Reference 52.223-6)
- I. 17 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
(Reference 52.224-1)
- I. 18 52.224-2 PRIVACY ACT (APR 1984)
(Reference 52.224-2)
- I. 19 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
(Reference 52.227-1)
- I. 20 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
(Reference 52.227-2)
- I. 21 52.227-3 PATENT INDEMNITY (APR 1984)
(Reference 52.227-3)
- I. 22 52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)
(Reference 52.227-14)
- I. 23 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)
(Reference 52.227-17)
- I. 24 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)
(Reference 52.227-23)
- I. 25 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
(Reference 52.229-3)
- I. 26 52.232-1 PAYMENTS (APR 1984)
(Reference 52.232-1)
- I. 27 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
(Reference 52.232-8)
- I. 28 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
(Reference 52.232-9)

I. 29 52.232-11 EXTRAS (APR 1984)

(Reference 52.232-11)

I. 30 52.232-17 INTEREST (MAY 2014)

(Reference 52.232-17)

I. 31 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

(Reference 52.232-18)

I. 32 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Reference 52.232-23)

I. 33 52.232-25 PROMPT PAYMENT (JUL 2013)

(Reference 52.232-25)

I. 34 52.233-1 DISPUTES (MAY 2014)

(Reference 52.233-1)

I. 35 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(Reference 52.233-3)

I. 36 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(Reference 52.233-4)

I. 37 52.242-13 BANKRUPTCY (JUL 1995)

(Reference 52.242-13)

I. 38 52.244-2 SUBCONTRACTS (OCT 2010)

(Reference 52.244-2)

I. 39 52.245-1 GOVERNMENT PROPERTY (APR 2012)

(Reference 52.245-1)

I. 40 52.245-9 USE AND CHARGES (APR 2012)

(a) Definitions. Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

"Rental period" means the calendar period during which Government property is made available for nongovernmental purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) Use of Government property. The Contractor may use the Government property without charge in the performance of--

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract--

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) Rental. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge--

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) Other Government property. The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) Alternative methodology. The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a timebased rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) Use revocation. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property

to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) Unauthorized use. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of Clause)

I. 41 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) of this clause, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that--

(1) Occurs after Government acceptance of services performed under this contract; and

(2) Results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) of this clause shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's 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 operations at any one plant, laboratory, or separate location at which the contract is being performed; or

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

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of Clause)

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)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are

(1) acts of God or of the public enemy,

(2) acts of the Government in either its sovereign or contractual capacity,

(3) fires,

(4) floods,

(5) epidemics,

(6) quarantine restrictions,

(7) strikes,

(8) freight embargoes, and

(9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

(End of Clause)

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 ITEMS (SEPT 2016)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

XXX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).

XXX (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections Under the American Recovery L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XXX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

XXX (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

XXX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

XXX (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) [Reserved]

(14)

XXX (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011) 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 (Jun 2003) (15 U.S.C. 644).
 (ii) Alternate I (Oct 1995) of 52.219-7.
 (iii) Alternate II (Mar 2004) of 52.219-7.
 (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
 (17)
 (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
 (ii) Alternate I (Oct 2001) of 52.219-9.
 (iii) Alternate II (Oct 2001) of 52.219-9.
 (iv) Alternate III (Oct 2015) of 52.219-9.
 (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
 XXX (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
 (20) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).
 (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
 XXX (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
 (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (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 (Dec 2015) (15 U.S.C. 637(m)).
 XXX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
 (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
 XXX (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 XXX (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
 XXX (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 XXX (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 XXX (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
 XXX (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
 XXX (33)(i) 52.222-50, Combating Trafficking in Persons (March 2,2015) (22 U.S.C. chapter 78 and E.O. 13627).
 (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 7 and E.O. 13627).
 XXX (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
 (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Contentfor EPA-Designated Items (May 2008) (42 U.S.C.6962(c)
 (3)(A)(ii)). (Notapplicable 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.)
 (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).
 (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).
 (38) (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.
 (39) (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.
 (40) 52.223-15, Energy Efficiency in Energy-Consuming Products(Dec 2007) (42 U.S.C. 8259b).
 (41) (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.
 XXX (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
 (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
 (44) 52.223-21, Foams (June, 2016) (E.O. 13693).
 (45) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C.chapter 83).
 (46) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41,112-42, and 112-43).

- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.
- (iv) Alternate III (May 2014) of 52.225-3.

(47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XXX (48) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

(53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XXX (54) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (Jul 2013) (31 U.S.C. 3332).

(55) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

XXX (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(58) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

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

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor --Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(10) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 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.)

(xiii) 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)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

I. 47 52.216-18 ORDERING (OCT 1995)

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

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I. 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 \$1.00 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 \$20,000,000.00

(2) Any order for a combination of items in excess of \$30,000,000.00 or

(3) A series of orders from the same ordering office within 30 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 7 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 TBD

(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 60 days prior to the expiration of the contract period.

(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 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years

(End of Clause)

I. 52 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate.

(1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (f) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to

reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of Clause)

I. 53 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to--

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice,

(1) furnish phase-in, phase-out services for up to 90 days after this contract expires and

(2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site

interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

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):

(End of Clause)

I. 55 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of Clause)

SECTION J
LIST OF ATTACHMENTS

J. 1 LIST OF ATTACHMENTS

LIST OF ATTACHMENTS

1. Format for Submitting Questions regarding RFP SB1341-17-RP-0007
2. Past Performance Questionnaire
3. Required Labor Categories
4. Task Order #1 Performance Work Statement - National Vulnerability Database Analysis Support
5. Task Order #2 Performance Work Statement - Computer Security Resource Center and National Vulnerability Database Development Support
6. Task Order #3 Performance Work Statement - Support to Validation Programs
NOTE: All personnel for Task Order #3 must be full U.S. citizens. All personnel for this Task Order will be required to sign a Non-Disclosure Agreement concerning the work performed in support of this Task Order.
7. Task Order #4 Performance Work Statement - Variable Subject Matter Expert (SME) Support
8. Task Order #5 Performance Work Statement - Technical Analysis and Document Development in Support of the National Strategy for Trusted Identities in Cyberspace
9. Task Order #6 Performance Work Statement - NIST Special Publication SP 800-118 Support
10. Task Order #7 Performance Work Statement - Research related to Internet of Things (IoTs) Architecture and Cybersecurity Risk Management Framework
11. Task Order #8 Performance Work Statement - Program and Technical Services to Support the National Initiative for Cybersecurity Education (NICE) Effort

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 (APR 2016)

(a)

(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 which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

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

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management, and has completed the Representations and Certifications section of SAM electronically, 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) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 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.

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

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

(vii) 52.209-11, Representation by Corporations Regarding Delinquent

Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 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.

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

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

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

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

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xiii) 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.

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

(xv) 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.

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

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

(xviii) 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 \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxi) 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.

(xxii) 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.

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

- (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 via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database 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 (OCT 2015)

(a)

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

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

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

(B) Have /_/ have not /_/, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing 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 \$3,500 for which the liability remains unsatisfied.

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

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

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

(2) Examples.

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

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

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

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

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to 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 (JULY 2013)

(Reference 52.209-7)

K. 5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2016)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology

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

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

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

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

``Service-disabled veteran-owned small business concern``

(1) Means a small business concern

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

``Successor`` mean an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term

``successor`` does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

``Women-owned business concern`` means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM

database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard 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 paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

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

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

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

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

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

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

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

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

The offeror represents that-

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of ``domestic end product``. The terms ``commercially available off-the-shelf (COTS) item``, ``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
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) 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) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product``, ``commercially available off-the-shelf (COTS) item``, ``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``: Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

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) or 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, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of ``domestic end product.``

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) 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
---------------	-------------------

_____	_____
_____	_____
_____	_____

[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 \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Line item No.	Listed Countries of Origin
---------------	----------------------------

[List as necessary]

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that 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 database 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 Certification. 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 \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/tllsdsn.pdf>).

(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 DUNS Number in the solicitation.

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

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

Immediate owner CAGE
code: _____
Immediate owner legal
name: _____

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

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

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

Highest level owner CAGE
code: _____
Highest level owner legal
name: _____

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: _____.

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

(End of provision)

K. 6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

(2) The small business size standard is size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

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

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____--.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern

and other small businesses that are participating in the joint venture: ____--.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [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.

(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 it is, is not a service-disabled veteran-owned small business concern.

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

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____--.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a 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--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

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

The offeror represents that--

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

(b) It has, has not filed all required compliance reports; and

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

(End of Provision)

K. 8 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 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2016)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) Remit to address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

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

(2)

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

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

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

(C) If this solicitation is a request for proposals, it was the only proposal received.

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

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

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

(5) Offers may be withdrawn by written notice received at anytime before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<https://assist.dla.mil/online/start>).
- (ii) Quick Search (<http://quicksearch.dla.mil/>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should

indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(1) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

L. 2 INSTRUCTIONS TO OFFERORS

FAR 52.212-1 ADDENDUM TO INSTRUCTIONS TO OFFERORS

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. Also, this documentation shall cover all aspects of this solicitation and include the offeror's approach for integration and program management activities. 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: Chantel Adams
Phone Number: (301) 975-6338
E-mail address: chantel.adams@nist.gov

PROPOSAL VOLUME REQUIREMENTS

The proposal shall be accompanied by a cover letter (letter of transmittal) prepared on the company's letterhead stationery. The cover letter (letter of transmittal) shall identify all enclosures being transmitted and shall be used only to transmit the proposal and shall include no other information. The first or title page shall be in accordance with FAR 52.215-1, paragraph (c)(2). The following are further descriptions of the information that shall be provided with the proposal.

Volume	Page Limit
I. Executive Summary	5
II. Technical Approach	150
III. Management Approach	35
IV. Past Performance	No limit

Volume	Page Limit
V. Cost/Price	No limit

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. Additionally, resumes submitted for key personnel do not count against the page count limitations, but each resume shall be limited to 3 pages in length. 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 12-point font size or a maximum 10 characters per inch spacing. 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.

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. Prior to any evaluation, the Government will check all files for viruses and ensure that all information is readable. In the event that any files are defective (unreadable), the Government will only evaluate the readable electronic files. Further, if a defective (unreadable) email/attachment

renders a significant deficiency in the offeror's proposal, the Government may consider the proposal incomplete and not consider such proposals for further evaluation.

(b) The offeror must ensure that:

(1) It has verified that its electronic proposal is readable on the hardware and software

(2) It has verified that the electronic proposals are free of computer viruses using standard commercial anti-virus software.

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

Submission Due Dates. Offers must be received prior to 3:00 EST, May 1, 2017. The offeror shall adhere to the following instructions in preparing its proposal in response to this solicitation. The proposal shall fully comply with all requirements. **FAILURE TO DO SO MAY BE CAUSE FOR REJECTION.**

1.0 EXECUTIVE SUMMARY (VOLUME I) - LIMIT 5 PAGES

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. 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. The company officials to be contacted for information about the proposal and/or notified of the selection decision should be identified.

2.0 TECHNICAL APPROACH REQUIREMENTS (VOLUME II) - LIMIT 75 PAGES,
inclusive of all subsections

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

- Sub-Factor 1: Project Plan for IDIQ Contract
- Sub-Factor 2: Technical Approach for Task Orders 1 through 8
- Sub-Factor 3: Key Personnel for Task Orders 1
through 8
- Sub-Factor 4: Specialized Experience

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

- 2.1 Sub-Factor 1 - Project Plan for IDIQ Contract.** 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 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. FIPS, Special Publications and Interagency Reports).

Finally, the offeror shall submit its list of proposed labor categories for the IDIQ contract. The offeror's proposed IDIQ labor categories shall match the Government's list of required IDIQ labor categories, including the descriptions and minimum qualifications for each labor category. However, offerors may also propose additional labor categories for the IDIQ outside of those required by the Government. The offeror shall clearly identify any labor categories being proposed that are not on the Government's list of required labor categories. The offeror shall clearly state the labor category title, description, and any minimum qualifications for each labor category proposed. *The proposed list of IDIQ labor categories may be submitted as an "attachment" to this volume of the proposal and will not count towards the page count limitations of this volume.*

- 2.2 Sub-Factor 2 - Technical Approach for Task Orders 1 through 8.** The offeror shall submit a separate technical approach for each of Task Orders 1 through 8. This volume shall be clearly divided among the technical approaches for each task order. The offeror shall identify its proposed technical approach and team (prime and all subcontractors/team members) and discuss the role that each member

will have in accomplishing the specific requirements of the PWS for each of task orders 1 through 8. The offeror shall describe its approach to successfully completing the task order requirements, identifying how its team members' strengths will be aligned to ensure accomplishment of all tasks. The technical approach shall clearly demonstrate the offeror's technical understanding of the task order requirements. Offerors shall further indicate whether each subcontractor/team member is considered "major", and whether the subcontractor/team member will serve either in a "lead" or "support" role. 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.

2.3 Sub-Factor 3- Key Personnel for Task Orders 1 through 8. The offeror shall describe its proposed key personnel and staffing plan for each of Task Orders 1 through 8. The offeror shall provide a brief description of its overall staffing plan for each of the 8 task orders, and shall provide the resumes for the key personnel proposed for each task order. The offeror shall identify the prime offeror and major subcontractor/team member key personnel proposed for each of Task Orders 1 through 8. The offeror shall clearly identify the labor categories from the proposed 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 task order's requirements. See the individual task order PWS' for descriptions of the key personnel requirements for each respective task order.

2.4 Specialized Experience. The Offeror shall identify its proposed team (prime and all 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 possess that will enhance overall contract performance. The offeror shall provide a comprehensive description of each member's corporate experience in relation to performing the CRDI requirements and shall clearly explain how team member strengths will be aligned to ensure 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 capability/experience applies. Descriptions of corporate experience shall clearly specify the following; (i) contract/task order number, (ii) title of effort, (iii) total potential dollar value; (iv) performance period; (v) contractor role (prime or subcontractor); and (vi) brief description of the effort. **To the extent possible, any identified**

prime offeror or major subcontractor/team member corporate experience performed within the past five years should be traceable to the information provided in Volume IV, Past Performance. Offerors shall further indicate whether each subcontractor/team member is considered "major" and whether the subcontractor/team member will serve either in a "lead" or "support" role.

3.0 MANAGEMENT APPROACH REQUIREMENTS (VOLUME III) - LIMIT 35 PAGES,
inclusive of all
Subsections

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 Management Approach Volume shall be organized in the following format:

- Sub-Factor 1: Recruitment and Retention Plan
- Sub-Factor 2: Contract Management Plan
- Sub-Factor 3: Transition Plan

3.1 Sub-Factor 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 major 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 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.

3.2 Sub-Factor 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 CRDI program. This discussion shall consist of the following focus areas:

- **Organizational Structure.** Fully describe the structure of the proposed organization (including major 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 CRDI 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 or informal team arrangement) 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 arrangement, 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.
- **IDIQ Contract Program Manager Qualifications.** Discuss the qualifications (education, experience, accomplishments, and skills) of the CRDI IDIQ Program Manager, specifically addressing his/her experience in managing multi-task contracts similar the CRDI requirement in terms of technical and contractual complexity and magnitude. The offeror shall clearly demonstrate that the proposed CRDI IDIQ Program Manager meets or exceeds the minimum qualifications identified for the *Program Manager 3- Contract Level* labor category. The offeror shall provide a resume for the proposed candidate.

3.3 Sub-Factor 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 contract award date to performance start date.

Offeror shall provide all elements of transition. 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,
- Status report on submitting applications for personnel clearances, if applicable,
- Specific Government actions that may be required to support implementation of the transition plan
- Any actions that may cause a delay and impact the successful transition must be clearly identified.

4.0 PAST PERFORMANCE REQUIREMENTS (VOLUME IV) - NO PAGE LIMIT

Offeror 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 eight (8)** 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 three (3) years. The term "offeror" here is defined as the prime contractor/entity and any major 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 the offeror performed as a subcontractor under a given previous effort, the offeror should also clearly indicate the percentage of work that the offeror performed under each task/category of effort throughout the course of the contract.

5.0 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 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 DUNS
- (4) Authorized contractor representative name, title, phone, and email address, and

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 September 30, 2017. However, these dates are not binding and the actual period of performance of the base contract may be different than listed below:

Base Period: September 30, 2017 - September 29, 2018
 Option Period I: September 30, 2018 - September 29, 2019
 Option Period II: September 30, 2019 - September 29, 2020
 Option Period III: September 30, 2020 - September 29, 2021
 Option Period IV: September 30, 2021 - September 29, 2022

The Offeror shall submit ceiling fully burdened hourly labor rates for each proposed labor category detailed in the Offeror's Technical Volume. For each proposed labor category, the Offeror may choose to propose a single ceiling fully burdened hourly labor rate, or propose both an on-site and off-site ceiling fully burdened hourly labor rate.

Below is a sample of what the proposed Labor Categories and corresponding rates should resemble. 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 Technical 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 Period (On-Site (On) / Off-Site (Off))									
	Base Period		Option Period 1		Option Period 2		Option Period 3		Option Period 4	
	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. Task Orders 1 through 8 Pricing:

For proposal preparation purposes, the offeror shall assume that all task orders will begin in the base period of the IDIQ contract. Offerors shall propose a total price and supporting pricing information for each of Task Orders 1 through 8. This section of Volume V of the proposal shall be clearly divided among the price proposals for each the 8 separate task orders.

For each task order, the offeror shall clearly identify what the total proposed price is, and shall provide sufficient supporting documentation to show the derivation of the total proposed price, by each task identified in the task order PWS. For any task orders with optional tasks or option periods, the Offeror shall clearly identify a total price for each separate optional task or option period. For any task orders that include travel requirements, the offeror shall clearly identify its total proposed ceiling price for estimated travel costs. The offeror shall describe, in its supporting documentation, 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 task order. There shall be sufficient information provided for each task order so that the Government can clearly identify how the total proposed price was derived.

Offerors shall ensure that each task order pricing proposal, at a minimum, clearly identifies the offeror's total proposed prices and the labor mix used to derive the total prices (including labor categories, fully burdened hourly rate, and estimated number of hours), **for each separate task identified in the PWS' for each task order** and as summarized below. For tasks with multiple "subtasks" identified in the task order PWS, Offerors should provide information on the labor mix estimated for each subtask to the maximum extent possible.

Task Order 1:

Base Period:

- Task 4.1 (Labor Hour)
- Task 4.2 (Firm Fixed Price)

Option Period 1:

- Task 4.1 (Labor Hour)
- Task 4.2 (Firm Fixed Price)

Task Order 2:

Base Period:

- Task 4.1 (Labor Hour)
 - Task 4.2 (Firm Fixed Price)
- Option Period 1:
- Task 4.1 (Labor Hour)
 - Task 4.2 (Firm Fixed Price)
- Option Period 2:
- Task 4.1 (Labor Hour)
 - Task 4.2 (Firm Fixed Price)
- Optional Task 4.3 (Labor Hour), which may be exercised at any point during either the Base Period or either Option Period.

Task Order 3:

Task 5.1 (Firm Fixed Price):

- Subtask 5.1.1 (Firm Fixed Price):
 - Base Period: Subtask 5.1.1.1
 - Option Period 1: Subtask 5.1.1.2
- Subtask 5.1.2 (Firm Fixed Price):
 - Base Period: Subtask 5.1.2.1
 - Option Period 1: Subtask 5.1.2.2

Task 5.2 (Firm Fixed Price):

- Base Period: Subtask 5.2.1 (Firm Fixed Price)
- Subtask 5.2.2 (Firm Fixed Price):
 - Base Period: Subtask 5.2.2.1
 - Option Period 1: Subtask 5.2.2.2
- Subtask 5.2.3 (Firm Fixed Price):
 - Base Period: Subtask 5.2.3.1
 - Option Period 1: Subtask 5.2.3.2

Task 5.3 (Labor Hour):

- Base Period Task 5.3
- Option Period 1 Task 5.3

Task 5.4 (Firm Fixed Price):

- Base Period Task 5.4
- Option Period 1 Task 5.4

Task Order 4:

- Task 4.1 (Labor Hour)
- Task 4.2 (Labor Hour)
- Travel Costs, See Section 10 of PWS (Offeror shall estimate a total ceiling travel cost of \$15,000.00)

Task Order 5:

- Task 4.1 (Firm Fixed Price)
- Task 4.2 (Firm Fixed Price)
- Task 4.3 (Firm Fixed Price)

- Travel Costs, if applicable. See Section 11 of PWS (Offeror shall estimate a total ceiling travel cost of \$20,000.00)

Task Order 6:

- Task 1, Section 4.1 (Firm Fixed Price)
- Task 2, Section 4.2 (Firm Fixed Price)

Task Order 7:

- Task 4.1 (Labor Hour)
- Task 4.2 (Firm Fixed Price)

Task Order 8:

- Task 4.1 (Labor Hour)
- Task 4.2 (Firm Fixed Price)
- Task 4.3 (Firm Fixed Price)
- Optional Task 4, Section 5.1 (Labor Hour)
- Optional Task 5, Section 5.2 (Firm Fixed Price)
- Optional Task 6, Section 5.3 (Firm Fixed Price)
- Optional Task 7, Section 5.4 (Firm Fixed Price)
- Optional Task 8, Section 5.5 (Firm Fixed Price)
- Optional Travel Costs associated with Optional Task 8, See Section 11 of PWS (Offeror shall estimate a total ceiling travel cost of \$20,000.00)

INQUIRIES

Offerors must submit all questions concerning this solicitation in writing to chantel.adams@nist.gov. QUESTIONS MUST BE SUBMITTED IN THE FORMAT FOUND IN SECTION J OF THE RFP IN MS WORD FORMAT. Questions must be received **no later than 21 calendar days after the issuance date of this solicitation**. Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

(End of clause)

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of Provision)

L. 5 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. 6 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

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

(End of Provision)

L. 7 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):

(End of Provision)

L. 8 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: Chon Son
100 Bureau Drive
Building 301 Room B164
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. 9 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

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 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.

In determining best value, non-price factors A through C, when combined, shall be more important than price. The non-price Factors A and B are considered equally important, while Factor C is considered less important than each of Factors A and B.

FACTOR A - TECHNICAL APPROACH

FACTOR B - MANAGEMENT APPROACH

FACTOR C - PAST PERFORMANCE

FACTOR D - PRICE

FACTOR A - 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 and for Task Orders 1 through 8. 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:

1. **Project Plan for IDIQ Contract** - 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. FIPS, Special Publications and Interagency Reports). The Government will evaluate:

- a. The feasibility and suitability of the approach and plan for accomplishing the seven topical task areas described in the PWS for the base contract, which include: (1) Technical Inputs and support of the development of Standards, Guidelines, NIST Interagency Reports (NISTIRs) and Standard Reference Material(s); (2) Software and application development and application modeling support; (3) Research work; (4) Support on development and implementation of processes and mechanisms to enable effective outreach and communications across cybersecurity landscape; (5) Program operations and analysis; (6) Programmatic support on reports and project tracking; and (7) Recommendations on standards activities.;
 - 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 and as published at csrc.nist.gov; including the workflow to produce and maintain these documentary standards;
 - d. 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. 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.
- 2. Technical Approach for Task Orders 1 through 8** - The Government will evaluate the Offeror's proposed Technical Approach to the eight (8) potential 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 Approach for Task Order 1
 - b. Technical Approach for Task Order 2
 - c. Technical Approach for Task Order 3
 - d. Technical Approach for Task Order 4
 - e. Technical Approach for Task Order 5
 - f. Technical Approach for Task Order 6
 - g. Technical Approach for Task Order 7
 - h. Technical Approach for Task Order 8
- 3. Key Personnel for Task Orders 1 through 8** - The Government will evaluate the proposed Key Personnel for the eight (8) potential task orders to determine the extent to which they meet or exceed the minimum qualifications identified in the minimum experience and education requirements specified for the corresponding labor categories and how qualified they are to perform the tasks detailed in the PWS' for the task orders. The minimum experience and

education requirements for the labor categories are identified in the "Required Labor Categories" section of the RFP. The PWS' for the eight (8) potential task orders identify which labor categories from the base contract are required for the key personnel on each of the task orders. 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 Task Order 1
- b. Key Personnel for Task Order 2
- c. Key Personnel for Task Order 3
- d. Key Personnel for Task Order 4
- e. Key Personnel for Task Order 5
- f. Key Personnel for Task Order 6
- g. Key Personnel for Task Order 7
- h. Key Personnel for Task Order 8

4. 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 base IDIQ PWS, and the PWS of Task Orders 1 through 8. 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 eight potential task orders shall be considered.

FACTOR B - MANAGEMENT APPROACH

The Government will evaluate the Offeror's proposed Management Approach to assess the Offeror's ability to successfully manage all task orders that may be issued under this contract. The Government's evaluation of the Offeror's Management Approach will include an evaluation of the following sub-factors, which are listed in descending order of importance:

- 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.
- 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).

- 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.

Offeror shall provide all elements of transition. 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,
- Status report on submitting applications for personnel clearances, *if applicable*,
- Specific Government actions that may be required to support implementation of the transition plan
- Any actions that may cause a delay and impact the successful transition must be clearly identified.

FACTOR C -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 may also use data obtained from other sources. The Government will consider the relevance of the Offeror's previous contracts to the subject requirement, and the Offeror's performance on the previous contracts. The Government will only consider past performance of the Offeror's projects that were completed or substantially completed within the past three years.

Note: Offerors without a record of relevant past performance or for whom information on past performance is not available, will be not be evaluated favorably or unfavorably on Past Performance, and will be assigned a Neutral rating.

FACTOR D - PRICE

The Government will evaluate the Offerors' price/cost to determine whether the prices are fair and reasonable.

1. Base Contract

The Government will evaluate whether the proposed labor categories and fully burdened hourly labor rates for the base IDIQ are fair and reasonable in relation to the solicitation requirements and consistent with the Offeror's proposed Technical Approach.

2. Task Orders 1 through 8

The Government will evaluate the Offeror's proposed labor mix for each of the eight (8) potential 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.

Potential Award of Task Orders 1 through 8:

The Government may award all, some or none of the eight (8) potential task orders included in this RFP. As previously stated, the Government intends on making multiple IDIQ contract awards as a result of this solicitation. However, 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 eight (8) 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, Sub-factors 2 (Technical Approach for Task Orders 1 through 8), and 3 (Key Personnel for Task Orders 1 through 8), along with Factor D (Price). The evaluation of Factor A, Sub-factors 2 and 3 combined for a given task order, are considered more important than Factor D in determining the awardee for a given task order.

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

(End of Provision)