

<b>SOLICITATION, OFFER AND AWARD</b>		1. This Contract is a Rated Order Under DPAS (15 CFR 700)	Rating	Page 1 of pages 95
2. Contract No.	3. Solicitation No. DG1335-07-RP-0050	4. Solicitation Type <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)	5. Date Issued 03/13/2007	6. Requisition/Purchase No. NTIA4700-7-05298 PR-NTIA470-7-016266AW
7. Issued By U.S. DEPARTMENT OF COMMERCE/NOAA OFA/EXT CUST ACQUISITION MGT D /OFA66 1305 EAST-WEST HWY., SSMC-4 RM 7520 SILVER SPRING, MD 20910		Code AJF60012	8. Address Offer To (If other than item 7) Code	

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

### SOLICITATION

9. Sealed offers in original and 3 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 1305 East West Hwy, SSMC-4 Rm 7520 until 1400 (hour) local time Apr 30, 2007 (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 DIANE R. TRICE	B. Telephone No. (NO COLLECT CALLS) 301-713-0838 x 102	C. E-Mail Address Diane.Trice@noaa.gov
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### OFFER (Must be fully completed by offeror)

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

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

13. Discount for Prompt Payment (See Section I, Clause No. 52.232-8)	10 Calendar Days	20 Calendar Days	30 Calendar Days	_____ Calendar Days
	%	%	%	%

14. Acknowledgment of Amendments <i>The offeror acknowledges receipt of amendments to the SOLICITATION for offerors 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 (Type or print)
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15B. Telephone No. (Include area code)	15C. Check if Remittance Address is different from above. Enter such address in Schedule.	17. Signature	18. Offer Date
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### AWARD (To be completed by Government)

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

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	Start up Phase				
0001AA	Start up Phase and OCD FFP	1	EA		
0001AB	Coupon Distribution FP Requirements Per Transaction	1	EA		
0001AC	Coupon Redemption and Payment FP Requirements Per Transaction	1	EA		
0001AD	Consumer Education FFP	1	EA		
0001AE	Retailer Certification and Training Materials FFP	1	EA		
0002	Operational Phase				
0002AA	Consumer Education FFP	1	EA		
0002AB	Fixed Operational FFP	1	EA		
0002AC	Coupon Distribution FP Requirements Per Transaction	1	EA		
0002AD	Coupon Redemption and Payment FP Requirements Per Transaction	1	EA		
0002AE	Retailer Certification and Training Materials FFP	1	EA		
0003	Option for: Contingent Funds Processing/ Contingent Period				
0003AA	Coupon Distribution FP Requirements Per Transaction	1	EA		
0003AB	Coupon Redemption and Retailer Payment FP Requirements Per Transaction	1	EA		
0004	Closeout Phase	1	EA		
0004AA	Closeout Activities FFP	1	EA		
0005	ODC Travel FP As directed. NTE \$25,000.00				

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**Supplies or Services and Prices/Costs**

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Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	The Table at B.2 on page 8 is to help illustrate the basic item format on listed page 2, and is provided for purposes of illustration and clarification.				

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## SECTION B

## B.1 CAR 1352.216-70 CONTRACT TYPE

This is a Firm Fixed Price type contract for some services and a Fixed Price Indefinite Delivery Requirements type contract for certain portions. The period of performance is from August 15, 2007 to September 30, 2009.

**PART I - THE SCHEDULE**  
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

## B.2 CONTRACT LINE ITEM NUMBER (CLIN), SUBCONTRACT LINE ITEM NUMBER (SLIN) AND PRICES

CLIN	Description	Cost Type	Unit	Quantity	Unit Price	Total Price
<b>CLIN 0001</b>	<b>Start-up Phase</b>					
SLIN 0001AA	Start-up and OCD	FFP	Each	1	\$	\$
SLIN 0001AB	Coupon Distribution	FP Requirements	Per Transaction	X (See Note 1)	\$	\$
SLIN 0001AC	Coupon Redemption and Payment	FP Requirements	Per Transaction	X (See Note 1)	\$	\$
SLIN 0001AD	Consumer Education	FFP	Each	1	\$	\$
SLIN 0001AE	Retailer Certification and Training Materials	FFP	Each	1	\$	\$
<b>CLIN 0002</b>	<b>Operational Phase</b>					
SLIN 0002AA	Consumer Education	FFP	Each	1	\$	\$
SLIN 0002AB	Fixed Operational	FFP	Each	1	\$	\$
SLIN 0002AC	Coupon Distribution	FP Requirements	Per Transaction	22,250,000 Coupons (See Note 2)	\$	\$
SLIN 0002AD	Coupon Redemption and Payment	FP Requirements	Per Transaction	22,250,000 Coupons (See Note 2)	\$	\$
SLIN 0002AE	Retailer Certification and Training Materials	FFP	Each	1	\$	\$
<b>CLIN 0003</b>	<b>Option for: Contingent Funds Processing/ Contingent Period</b>					
SLIN 0003AA	Coupon Distribution	FP Requirements	Per Transaction	11,250,000 Coupons (See Note 2)	\$	\$
SLIN 0003AB	Coupon Redemption and Retailer Payment	FP Requirements	Per Transaction	11,250,000 Coupons (See Note 2)	\$	\$

**SECTION B**

<b>CLIN 0004</b>	<b>Closeout Phase</b>					
SLIN 0004AA	Closeout Activities	FFP	Each	1	\$	\$
<b>CLIN 0005</b>	ODC Travel	FP	As directed	N/A	N/A	NTE \$25,000

**Note 1:** The quantity "X" is limited and is to be defined in the Offeror's proposal as the number of transactions to be performed as part of its operational capability demonstration (OCD).

**Note 2:** Maximum number of coupons funded under the Digital Television Transition and Public Safety Act, based on \$40 redemption value per coupon.

## SECTION B

**B.2.1 INFRASTRUCTURE COSTS** - In CLIN 0001, Start-up Phase, do not include any Offeror infrastructure hardware, software or maintenance system processing cost, except for set-up and installation related cost. Offeror's infrastructure cost must be priced in CLIN 0002, Operational Phase. The Government will only pay for Infrastructure Cost after the Operational Capability Demonstration (OCD) has been successfully completed.

**B.2.2 FFP SLINS FOR NON TRANSACTIONS** - Includes labor and non-recurring, non-labor Offeror's cost, such as, facilities, infrastructure hardware, software, and maintenance, program management office, etc. Payment for FFP SLINs will be based on performance in accordance with Offeror's proposed performance milestones, Section J Attachment J.II. The Offeror must propose performance payments based on specific performance milestones.

**B.2.3 FP REQUIREMENTS SLINS FOR TRANSACTIONS** - Includes all Offeror's transaction-based labor and non-labor cost, to include volume-driven recurring service center costs and any financial processing fees for activation, redemption and authorization of payment for coupons. Contractor may invoice the Government monthly for FP Transaction unit SLINs based on successfully completed transactions.

**B.2.3.1 FP REQUIREMENTS SLINS FOR COUPON DISTRIBUTION** - A successfully completed transaction for Coupon Distribution is defined as the system processing of a consumer request for up to two coupons, activation of the coupon(s) in the Contractor's database and the mailing of the coupon(s) to the consumer household.

**B.2.3.2 FP REQUIREMENTS COUPON REDEMPTION AND RETAILER PAYMENT** - A successfully completed transaction for Coupon Redemption and Payment is defined as the financial processing of properly authorized coupon(s) redemption by the certified retailer and the Contractor's Reimbursement File is successfully processed for NIST to make payment to the certified retailer for redemption of the valid coupon(s).

**B.2.4 CLIN0003 CONTINGENT FUNDS PROCESSING/CONTINGENT PERIOD** - This CLIN is an optional CLIN. It may be authorized by the Government after the Assistant Secretary of the Department of Commerce requests the additional funding from Congress upon certification that the initial amount is insufficient to fulfill coupon requests (Contingent Funds). Once Contingent Funds are available to the Program (Contingent Period), only over-the-air households will be eligible to receive coupons. During this Contingent Period, households must certify that they do not receive cable or satellite service.

**B.2.5 TRAVEL** - The Offeror must include all travel related cost in the other CLINs consistent with the Offeror's Performance Work Statement (PWS). Should the Government request and approve additional travel and travel related expenses in accordance with FAR 31.205-46, the Government will issue an order under CLIN 0005. The Government will issue a FP task order under CLIN 0005. All travel and travel related expenses will be approved and paid in accordance with the Federal Travel Regulations (FTR). The Government has provided a Not-to-Exceed (NTE) amount of \$25,000 to be used for this specific Government directed travel.

## SECTION B

### B.3 CONSUMER EDUCATION CAP

In accordance with the Deficit Reduction Act of 2005 (<http://www.ntia.doc.gov/otiahome/dtv/>) , the total funding for SLINs 0001AD and 0002AA which cover Consumer Education, in total or combined is capped at \$5,000,000 over the term of the contract.

### B.4 FUNDING FOR COUPONS

In accordance with the Deficit Reduction Act of 2005, the Coupon Program provides initial funding of up to \$890,000,000 for a distribution of 22,250,000 coupons at \$40 each, and an option for a total program funding of up to \$1,340,000,000 for distribution of 33,500,000 coupons. These funds represent the total dollar value of coupons (at \$40 per) and cannot be used for administrative costs by the Government to implement the Coupon Program and are not included in the contract value.

The total number of Coupon Distribution, Redemption and Payment transactions for CLIN 0002 based on funding is up to 22,250,000 coupons.

The total number of Coupon Distribution, Redemption and Payment transactions for CLIN 0003, entitled "Contingent Funds Processing/Contingent Period," based on receipt of Contingent Funds is up to an additional 11,250,000 coupons.

(End of Section B)

## SECTION

### SECTION C

#### DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

##### C.1 OVERVIEW

The National Telecommunications and Information Administration (NTIA) is the President's principal adviser on telecommunications and information policy issues, and in this role frequently works with other Executive Branch agencies to develop and present the Administration's position on these issues.

In addition to representing the Executive Branch in both domestic and international telecommunications and information policy activities, NTIA also manages the Federal use of spectrum; performs cutting-edge telecommunications research and engineering, including resolving technical telecommunications issues for the Federal government and private sector; and administers infrastructure and public telecommunications facilities grants.

The Digital Television Transition and Public Safety Act of 2005 (the Act), signed by President Bush on February 8, 2006, directs the Federal Communications Commission (FCC) to require full-power television stations to cease analog broadcasting after February 17, 2009. The returned spectrum is to be auctioned and the receipts from that auction will be deposited in a new Digital Television Transition and Public Safety Fund (the Fund). Recognizing that consumers may wish to continue receiving broadcast television programming over the air using analog-only televisions not connected to cable or satellite service, the law directs NTIA to create the Digital-to-Analog Converter Box Coupon Program (the Coupon Program). Specifically, Section 3005 of the Act directs NTIA to implement and administer a program through which eligible U.S. households may obtain up to two coupons of \$40 each to be applied towards the purchase of digital-to-analog converter boxes. To implement the Coupon Program, the Act authorizes NTIA to use up to \$990 million from the Fund for the Program including up to \$100 million for Program administration. A contingent level of \$510 million in additional funds is authorized upon a 60-day notice to the Congress. Therefore, 33.5 million coupons could be distributed to consumers through the Program at the full funding level.

##### C.2 BACKGROUND

To implement the Coupon Program, NTIA issued a Notice of Proposed Rulemaking (NPRM) on July 25, 2006. Industry comments were received and posted on September 25, 2006. NTIA issued its Final Rule on March 9, 2007. The Offeror's solution and approach must be compliant with the Final Rule which is posted on NTIA's website, [www.ntia.doc.gov](http://www.ntia.doc.gov).

Pursuant to the Final Rule, all households in the United States and its territories are eligible to request up to two coupons per household. Based on the U.S. Census Bureau definition, a household is defined as separate living quarters with a separate U.S. Postal address, but generally does not include a Post Office Box. Requests for coupons may be submitted by mail, by telephone, or via the Internet. Coupons will be sent to eligible households via the United States Postal Service and will expire 90 days after the date upon which the coupon is mailed. Consumers will receive information with coupons listing the make and model numbers of converters that may be purchased with the coupons and information about nearby retail stores where coupons may be redeemed.

Recognizing that funds allocated for this program are limited and the possibility that over-the-air reliant television households may lose television services as a result of the February 17, 2009 analog cutoff, NTIA will permit open eligibility while funds from the initial authorization level are available (i.e., until coupons valuing \$890 million have been issued but not expired).

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The Act authorizes additional funding of \$510 million upon certification to Congress that the initial amount is insufficient to fulfill coupon requests (Contingent Funds). Once these Contingent Funds are available for the Coupon Program (Contingent Period), the eligibility for those coupons provided from Contingent Funds will be limited to over-the-air only television households. Consumers requesting coupons during the Contingent Period must certify to NTIA that they do not subscribe to cable or satellite television service.

Coupons will be uniquely numbered, capable of being electronically coded, and include the value and expiration date so that they are easily readable by consumers. The coupons will not carry any "stored value" but the appropriate amount will be identified on the cards and authorized for redemption when matched to the Contractor's central database to verify each transaction.

NTIA has established the Coupon Program converter box technical capabilities and requirements. NTIA will communicate with manufacturers the specifications of coupon-eligible converter boxes (CECBs) so that manufacturers can manufacture and distribute eligible boxes to store front and online retailers for consumer purchase. A list of CECBs, including make and model number, will be maintained by NTIA and distributed by the Contractor to consumers and participating retailers for use in electronic point of sale (POS) systems. Converter certification and provisioning is outside the scope of this acquisition.

The Contractor shall be responsible for verifying prospective retailer information, developing and distributing training materials for retailers, and establishing and maintaining a viable relationship with retailers participating in the program. Participation by manufacturers and retailers is voluntary and the Contractor should promote participation while meeting NTIA's other objectives.

Consumer education is limited by the Act to \$5,000,000 over the term of the contract. It is not the intent of this solicitation to purchase media ads. NTIA seeks a contractor with the experience and capabilities to develop an effective outreach solution. The purpose of the outreach solution is to raise awareness and ensure participation in the Coupon Program for those households wishing to maintain over-the-air television viewing with an analog television receiver. Since over-the-air households are numerous and diverse (for example, disproportionately low-income, Hispanic and non-suburban) NTIA requires a contractor with the ability to assemble and inform a broad coalition of consumer groups, industry stakeholders and other interested parties and develop an integrated marketing approach to effectively reach millions of households.

### **C.3 1352.211-70 STATEMENT OF WORK/SPECIFICATIONS (MARCH 2000)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified): to perform the following the Statement of Objectives and as referenced as attachments in Section J.

#### **STATEMENT OF OBJECTIVES (SOO)**

##### **C.3.1 PURPOSE**

The purpose of this acquisition is to obtain end-to-end services to implement and administer the Coupon Program to enable NTIA to fulfill its responsibilities and requirements mandated by law.

Specifically, this is a full and open competition to enter into a performance-based service contract to implement and administer the Coupon Program. The Contractor will be responsible to provide an end-to-end solution to meet all of the objectives of this solicitation.

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The three major functional objectives (see Section J Attachment J.I) are:

- Provide a consumer education program
- Provide complete system processing for coupon distribution to consumers, manage retailer certification and participation and provide training materials for retailers
- Provide financial processing for coupon redemption through retailers, authorize payment from the Coupon Program to retailers, and audit transactions

Due to the mandated timeline to start and complete the Coupon Program, NTIA seeks a contractor with relevant past performance and qualifications in providing similar products and services and offers mature commercial off-the-shelf (COTS) products and services in their technical solution.

As a performance-based acquisition, the contract provides for the Contractor's payment based on meeting program milestones, objectives and service level standards necessary to efficiently and economically support NTIA in executing the Coupon Program.

This Statement of Objectives (SOO) includes outcomes, considerations and constraints. The Government's intent is to award a performance based contract, without specifying how the work is to be accomplished. As described further in this section and in Section J, the Government has identified goals, objectives, and desired outcomes that are to met as functions of the overall requirements. The Offeror shall use this information to propose its unique, innovative, and cost effective solution; develop and provide a Performance Work Statement (PWS); and propose a Quality Assurance and Surveillance Plan (QASP) that include an organizational structure, communications interfaces, processes and procedures, appropriate performance objectives and measures to support NTIA in accomplishing program objectives.

As determined by the Contracting Officer, portions of the successful Offeror's technical proposal may be incorporated into the resultant contract.

### **C.3.2 PROGRAM VISION AND GOALS**

NTIA will award a contract for end-to-end implementation and administration of the Coupon Program. Since the Act requires the Coupon Program to take requests for coupons between January 1, 2008 and March 31, 2009, NTIA intends to provide the Contractor with a start-up period to implement their solution and conduct an operational capability demonstration (OCD). Contract start is expected to be on or before August 15, 2007.

NTIA envisions a solution that can be implemented by the end of the start-up period OCD. The solution should utilize the existing industry infrastructure and use commercially available components to support the Offeror's Coupon Program distribution and redemption solution. The solution must also minimize waste, fraud and abuse potential to the maximum extent possible. The successful Offeror should address consumer and stakeholder concerns; and seek to obtain stakeholder cooperation.

The Act requires that television stations cease analog broadcasts and only transmit digital signals after February 17, 2009. The Coupon Program's time frame prescribed in legislation is designed to ensure that households are aware of and can avail themselves of up to two \$40 coupons toward the purchase of eligible converter boxes well before February 2009. NTIA seeks a solution that successfully meets this mandate.

The Consumer Education task is essential to the success of the Coupon Program by informing households about the availability of the digital television (DTV) converter boxes and how to participate in the Program. The Coupon Program will

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place priority on educating consumers in households most likely to lose all television service after the digital transition. NTIA is looking for a Consumer Education solution that demonstrates and measures consumer participation, and drives coupon distribution and redemption.

Offerors' Coupon Program proposed solution must be:

- **Timely**, to meet the Act's schedule
- **Compliant**, to be in compliance with Federal Laws, Regulations, Acts, Executive Orders, Special Publications, Guidelines, NTIA Directives and Policies, and Coupon Program objectives and RFP requirements
- **Reliable**, to ensure successful preservation of Coupon Program information and data
- **Scalable**, to support various processing, transactions volumes and call volumes from consumers and retailers over the term of the contract
- **Efficient**, to achieve program goals with the best use of time, money, and effort
- **Available**, to distribute and redeem coupons as consumers generate requests
- **Secure**, to cover consumer, manufacturer, and retailer privacy, Contractor personnel, facility, network, system, data integrity and comply with relevant security requirements and guidelines
- **Measurable**, to determine commitments, goals, objectives, and service levels are met
- **Auditable**, to minimize waste, fraud and abuse (WFA)

### C.3.3 PROJECT OUTCOMES AND OBJECTIVES:

Coupon Program outcomes and objectives are listed below and generally fall into the categories of Technical, Management, and Cost.

#### C.3.3.1 TECHNICAL SERVICES OUTCOMES AND OBJECTIVES

To meet the objectives of the Coupon Program, the successful Offeror must develop, implement, and administer:

1. A Project Management Plan to include a start-up and roll out plan that meets the Act mandates for the processing of requests and distribution of coupons between January 1, 2008 and March 31, 2009 and through contract closeout in September 2009. Contractor must be ready to accept coupon requests on January 1, 2008.
2. The Consumer Education Plan should:
  - a. make recommendations for the design, targeting and distribution of Consumer Education concerning the Coupon Program
  - b. develop a strategy for creating partnerships to incorporate Consumer Education concerning the Coupon Program into the broader digital transition
  - c. provide support for NTIA partnership activities including materials, meeting logistics and organization
  - d. develop Consumer Education messages and design materials suitable for distribution through a wide range of media and partners
  - e. provide materials targeted to a wide variety of media and for diverse audiences, including Spanish and other non-English speakers, seniors, people with disabilities and low-literate households
  - f. ensure consistent and uniform messaging throughout the Coupon Program
  - g. devise measures of the Coupon Program's progress in educating consumers and report these metrics in the Coupon Program Dashboard

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- h. develop consumer education messages to include but not be limited to:
- Explanation that analog televisions can remain operational after the transition to digital broadcasting by using a converter box
  - NTIA will help defray the purchase of an eligible converter box
  - Scope and time limits of Coupon Program operation
  - Directions for households to request one or two coupons
  - Terms, eligibility, expiration date, redemption policies, etc.
  - Instructions on which boxes are eligible for purchase with coupons
  - Instructions on which retailers are certified to accept coupons and conditions concerning household eligibility, how many coupons a household may receive
  - Directions on how consumers can redeem coupons
3. A system to process consumer coupon requests and coupon distributions ensuring that:
- a. household requests are received and fulfilled, for no more than two coupons, in a timely manner
  - b. requests are verified for household eligibility and screened for duplicate requests
  - c. prevents fraudulent coupon requests
  - d. coupons and information on eligible converter boxes and certified retailers are sent timely via the United States Postal Service
  - e. consumer questions and complaints, including requests for replacement of coupon(s) that are lost or stolen, are handled efficiently
  - f. multiple language requests are supported
  - g. audit and exception reports are provided
4. A retailer participation and certification program for both large and small retailers to include:
- a. Working with existing store front retailers and on-line internet retailers to utilize current industry processing tools and systems, consistent with reasonable commercial standards including assistance for POS modifications
  - b. distributing, inputting, and updating lists of converter boxes that are eligible for the program
  - c. developing retailer management and employee training materials on how to identify valid coupons and accept coupons
  - d. developing training materials on how to redeem valid coupons and troubleshooting problems
  - e. providing alternative redemption and payment means if retailers do not have automated systems
  - f. ensuring a retailer can process split transactions so that cash, debit, or credit can be used with a coupon to pay for the total retail price if over \$40 per converter box
  - g. providing redemption and audit information and reports
  - h. maintain a registry of certified retailers
  - i. monitor retailer compliance
  - j. accept applications for retailer certifications
  - k. check and verify retailer credentials for participation
  - l. resolve retailer issues such as late application requests or denial or revocation of certification.
  - m. maintain viable relationships with a variety of retailers (e.g., large chains, small consumer electronic specialty shops, "bricks and

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mortar" and online) through appropriate, commercially acceptable agreements and/or practices

5. Financial processing for coupon redemption and payment while minimizing waste, fraud and abuse to include:
  - a. designing a coupon to prevent counterfeiting and ensure electronic tracking
  - b. tracking all coupons throughout their life cycle from creation, requests, distribution, redemption, and payment authorization as defined in Section J Attachment J.VIII
  - c. preventing misuse of coupons for non-certified unit purchases
  - d. preventing the redemption of lost or stolen coupons
  - e. preventing non-certified retailers from redeeming coupons or receiving payment for redeemed coupons
  - f. ensuring coupons expire 90 days after issuance
  - g. providing timely payment authorization to retailers consistent with reasonable commercial standards, monitor retailer generated reports on payments received and identify any unreasonable delay in payments to a retailer compared to the Contractor's Reimbursement File processing date
  - h. providing detailed audit and exception reports, including an automatically generated exception report based on suspicious pattern of coupon usage or retailer payments
  - i. ensuring payment authorization to the retailer for only the actual retail sale price if the converter box unit price is under \$40 and
  - j. accounting for balances on not used, stolen, expired, and any redeemed coupon used to purchase a converter box priced at less than the coupon value of \$40.
6. Provide twenty-four hours per day, seven days per week (24x7) operations of the Coupon Program system processing to include:
  - a. preventive and corrective hardware, software and network maintenance
  - b. application management
  - c. database management
  - d. configuration management
  - e. toll free service center (services such as phone, web access, mail, fax processing)operations
  - f. mail processing and distribution
  - g. disaster recovery and continuity of operations plan (COOP)
  - h. covers all 50 states and U.S. territories
7. Provide secure processing services that meet or exceed standards and requirements applicable to the Coupon Program by NTIA, the Department of Commerce, and the National Institute of Standards and Technology.
8. Develop and administer a closeout plan that accounts for all program transactions; retains all program data; and, provides complete final financial audits and reconciliation reports.

### **C.3.3.2 MANAGEMENT OUTCOMES AND OBJECTIVES**

The primary management objective is twofold: (a) allow the Contractor maximum flexibility to innovatively manage program cost, schedule, performance, risks, subcontracts, vendors, and data required to deliver an effective and affordable Coupon Program and (b) maintain clear government visibility, understanding, and information access into program cost, schedule, performance, and risk. The Contractor shall furnish all necessary resources in order to meet or exceed these objectives. The most complex project assignments may require special expertise in a range of subject matters, service centers, and project management capabilities and encompass all of the work described in the Contractor's PWS.

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To meet these objectives the Contractor must:

1. Possess, or have access to, multi-disciplined skilled professional expertise such that a multitude of project assignments can be performed simultaneously without compromise in quality
2. Provide the necessary resources as defined in the Contractor's Project Management Plan to meet the task requirements of the PWS.
3. Plan and coordinate necessary staff and perform the activities defined, including developing plans, making personnel assignments, implementing services, tracking schedules, evaluating risks and preparing required reports
4. Maintain full technical coordination and interchange of information with NTIA program leadership and CO
5. Provide real time access to program status and performance via an electronic web based dashboard type management information system as defined in Section J Attachment J.VIII.
6. Establish appropriate and effective performance measures and quality program to ensure contractor delivered services align with the Coupon Program goals and objectives.
7. Meet program objectives while providing innovative and flexible management of project cost, schedule, performance, risks, and subcontracts.
8. Utilize effective subcontract and teaming arrangements to meet small business goals as defined in Section J Attachment J.III.
9. React to coupon request and redemption surges as necessary
10. Maintain confidential treatment of non-aggregated sales, inventory, or other competitively sensitive information
11. Provide retailer oversight to ensure Coupon Program integrity and minimize waste, fraud, and abuse
12. Support urgent, unforeseen project assignments directly related to this program to quickly mobilize an adequate workforce to initiate performance of the new assignment
13. Provide appropriate data rights and use agreements to NTIA as needed

### **C.3.3.3 COST OUTCOMES AND OBJECTIVES**

Cost outcomes and objectives for the Coupon Program are defined by law. Throughout the life of the Coupon Program contract, the Contractor is expected to maintain a high level of service delivery. Service delivery shall be consistent, cost-effective, achieve improved performance over time, reliable, and secure.

Because the total number of coupons to be distributed and redeemed is not predictable, the Contractor's pricing approach should consider including transaction volume based cost components to ensure cost-effectiveness for NTIA. Ongoing financial transaction analysis and reporting must be utilized to provide a predictable cost profile throughout the life of the project.

A successfully completed transaction for Coupon Distribution is defined as the system processing of a consumer request for up to two coupons, activation of the coupon(s) in the Contractor's database and the mailing of the coupon(s) to the consumer household.

A successfully completed transaction for Coupon Redemption and Payment is defined as the financial processing of properly authorized coupon(s) redemption

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by the certified retailer and the Contractor's Reimbursement File is successfully processed for NIST to make payment to the certified retailer for redemption of the valid coupon(s).

### C. 4 PERIOD OF PERFORMANCE

The period of performance for the Coupon Program will be approximately twenty-five (25) months. There are three phases of performance under the program.

The three performance phases are:

1. **Start-up and OCD Period** - This phase starts at contract award and must be completed by March 31, 2008; however, the Contractor must be ready to accept consumer requests on January 1, 2008. Distribution of coupons will occur in the Operational period. During the Start-up and OCD period the Contractor must establish the Contractor's program office; develop and submit for approval all required plans; start the retailer certification and training; start the Consumer Education program; and test and implement the Contractor's technical solution for processing.
2. **Operational Period** - This phase starts after the Contractor's technical solution is tested and approved by the NTIA Program Office. The distribution, redemption, and retailer payment of coupons for both the initial funding and optional Contingent Funding is covered during this period as follows:
  - a. **Accept consumer requests and coupon distribution** - between April 1, 2008 and March 31, 2009.
  - b. **Complete final coupon distribution** - no later than April 10, 2009.
  - c. **Complete financial processing** - no later than July 31, 2009.
3. **Closeout Period** - This phase starts after the completion of distribution, redemption, and retailer payment activities and is complete by September 30, 2009 unless the contract is extended (see below).

If determined to be in the best interest of the Government, any options to extend the contract shall be exercised in accordance with FAR 52.217-8 and 52-217-9, and by modification to the contract. The Government shall notify the Contractor, in writing, no later than March 15, 2009 as to whether the Government intends to extend the contract period of performance and implement its authorization in accordance with the changes clause.

### C.5 CONSTRAINTS

The Contractor will comply with the following Federal Laws, Regulations, Acts, Executive Orders, Special Publications, Guidelines, DOC/NTIA Directives and Policies include, but are not limited to:

1. E-Government Act of 2002 P.L. 107-347, December 17, 2002  
[http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107\\_cong\\_public\\_laws&docid=f:publ347.107.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107_cong_public_laws&docid=f:publ347.107.pdf)
2. Federal Information Security Management Act (FISMA)  
<http://crsc.nist.gov/policies/FISMA-final.pdf>
3. E-Authentication Guidance for Federal Agencies  
<http://whitehouse.gov/omb/egov/c-5-1-eAuth.html>
4. Sarbanes-Oxley Act of 2002 (P.L. 107-204), also known as the Public Company Accounting Reform and Investor Protection Act  
[http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107\\_cong\\_public\\_laws&docid=f:publ204.107](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107_cong_public_laws&docid=f:publ204.107)

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5. Records management guidance for agencies implementing electronic signature technologies <http://www.nara.gov/records/policy/gpea.html>
6. Electronic Signatures in Global and National Commerce Act (ESIGN) <http://www.whitehouse.gov/omb/memoranda/m00-15.html>
7. Executive Order 13231, Critical Information Protection in the Information Age <http://www.whitehouse.gov/news/releases/2003/01/20030124.html>
8. OMB Circular A130 <http://www.whitehouse.gov/OMB/circulars/a130/a130.html>
9. Government Paperwork Elimination Act (GPEA), P. L. 105-277, Title XVII [http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=105\\_cong\\_public\\_laws&docid=f:publ277.105.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=105_cong_public_laws&docid=f:publ277.105.pdf)
10. Computer Fraud and Abuse Act of 1986 and Computer Abuse Amendments Act of 1990 (P.L. 107-108) <http://www.cfsan.fda.gov/~lrd/uscfraud.html>
11. Paperwork Reduction Act of 1995 (P.L. 104-13) [http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=104\\_cong\\_public\\_laws&docid=f:publ13.104.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=104_cong_public_laws&docid=f:publ13.104.pdf)
12. Information Technology Management Reform Act (the Clinger-Cohen Act) 1996 (P.L. 104-106) [http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=104\\_cong\\_public\\_laws&docid=f:publ106.104.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=104_cong_public_laws&docid=f:publ106.104.pdf)
13. Federal Information Processing Standards (FIPS) Publication 199, Standard for Security Categorization of Federal Information and Information Systems, February 2004 <http://csrc.nist.gov/publications/fips/>
14. Homeland Security Presidential Directive/HSPD-7, Critical Infrastructure, Identification, Prioritization, and Protection, December 2003 <http://csrc.nist.gov/policies/Directive-hspd-7.html>
15. Government Information Security Reform Act, Title X, subtitle G of P.L. 106-398, January 30, 2000 [http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=106\\_cong\\_public\\_laws&docid=f:publ398.106.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=106_cong_public_laws&docid=f:publ398.106.pdf)
16. [Privacy Act of 1974 \(P.L. 93-579\), Amended January 2, 1991](http://www.usdoj.gov/oip/privstat.htm)  
<http://www.usdoj.gov/oip/privstat.htm>
17. [Section 508 of the Rehabilitation Act of 1993 \(P.L. 93-112\) as amended by the Workforce Investment Act of 1998 \(P.L. 105-220\) August 7, 1998](http://www.section508.gov)  
<http://www.section508.gov>
18. [Federal Information System Controls Audit Manual, January 1999](http://www.gao.gov/special.pubs/ai12.19.6.pdf)  
<http://www.gao.gov/special.pubs/ai12.19.6.pdf>
19. Health Insurance Portability & Accountability Act of 1996 (HIPAA) (P.L. 104-191) August 21, 1996 <http://aspe.hhs.gov/admnsimp/pl1104191.htm>
20. National Institute of Standards and Technology (NIST) Special Publication 800-18, *Guide for Developing Security Plans for Information Technology Systems, Revision 1*
21. NIST Special Publication 800-25, Federal Agency Use of Public Key Technology for Digital Signatures and Authentication
22. NIST Special Publication 800-26, Security Self Assessment Guide for Information Technology Systems

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23. NIST Special Publication 800-29, A Comparison of the Security Requirements for Cryptographic Modules in FIPS 140-1 and FIPS 140-2
24. NIST Special Publication 800-30, Risk Management Guide for Information Technology Systems
25. NIST Special Publication 800-32, Introduction to Public Key Technology and the Federal PKI Infrastructure
26. NIST Special Publication 800-34, Contingency Planning Guide for Information Technology Systems
27. NIST Special Publication 800-37, Guide for Security Certification and Accreditation of Federal Information Systems
28. NIST Special Publication 800-53, Recommended Security Controls for Federal Information Systems
29. NIST Special Publication 800-61, Computer Security Incident Handling Guide.

**All NIST publications are available at:**

<http://csrc.nist.gov/publications/nistpubs/>

This listing is not intended to relieve the Contractor of its responsibility to identify and comply with the current effective applicable regulations and procedures therewith, when performing work under this contract. Contractor is also responsible for adhering to and following all other clauses referenced or contained in this document.

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**SECTION D  
PACKAGING AND MARKING**

**D.1 PACKAGING AND MARKING**

In accordance with D.3 and D.4, all deliverables shall be marked for appropriate recipients per direction in Section F.6.

**D.2 PAYMENT OF POSTAGE AND FEES**

All postage and forms related to submitting information including forms, reports, etc. to the Contracting Officer (CO) or Contracting Officer's Representative (COTR) shall be paid by the contractor.

**D.3 CAR 1352.247-70 PACKING FOR DOMESTIC SHIPMENT (MAR 2000)**

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

**D.4 CAR 1352.247-72 MARKING OF DELIVERABLES (MAR 2000)**

The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract, except for reports. Mark deliverables, except for reports, for: (the Contracting Officer at address listed in Section G.2).

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SECTION E  
INSPECTION AND ACCEPTANCE

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

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

URL: <http://www.arnet.gov>

FEDERAL ACQUISITION REGULATION (FAR)(48 CFR CHAPTER 1) PROVISIONS		
NUMBER	DATE	TITLE
52.246-4	AUG 1996	Inspection of Services - Fixed Price

[End of By-Reference Clauses]

**E.2 CAR 1352.246-70 INSPECTION AND ACCEPTANCE (MAR 2000)**

The Contracting Officer or the duly authorized representative will perform inspection and acceptance of services to be provided under this contract.

Inspection and acceptance may be performed at any location deemed appropriate by the Government including, but not limited to, Department of Commerce facilities, contractor facilities, other stakeholder facilities, and contract work sites.

[End of Clause]

**E.3 INDEPENDENT INSPECTION/AUDIT**

The Government reserves the right to have an independent inspection and/or audit conducted of all contract activities. The contractor and its team members shall provide reasonable access to facilities and contract information and records required by the inspection/audit team and shall respond to relevant queries in a timely fashion.

[End of Clause]

SECTION

SECTION F - DELIVERIES AND PERFORMANCE

**F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference; with the same force and effect as if 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):

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

**F.1.1 FEDERAL ACQUISITION REGULATION (CFR CHAPTER 1) CLAUSES**

NUMBER	DATE	TITLE
52.242-14	APR 1984	SUSPENSION OF WORK
52.242-15	AUG 1989	STOP-WORK ORDER Alternate I (APR 1984)
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.247-29	FEB 2006	F.O.B. ORIGIN
52.247-34	NOV1991	F.O.B. DESTINATION

(End of By-Reference Clauses)

**F.2 PERIOD OF PERFORMANCE (MAR 2003)**

The period of performance of this contract shall be from August 15, 2007 through September 30, 2009.

(End of Clause)

**F.3 TERM OF CONTRACT WITH OPTION(S) (MAR 2003)**

The contract term shall be from August 15, 2007 to September 30, 2009, subject to the Government's option to extend the term of the contract in accordance with the clause entitled "Option to Extend the Term of the Contract" FAR 52.217-9 contained herein.

(End of Clause)

**F.4 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at 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 of contract expiration.

(End of Clause)

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**F.5 PLACE OF PERFORMANCE - GOVERNMENT AND CONTRACTOR SITE**

The Contractor shall perform all work under this contract at the contractor facility and Government location(s) specified below:

Government Location

(Provided at Contract Award)

Contractor facility (ies):

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**F.6 QUANTITIES AND DISTRIBUTION OF DELIVERABLES**

All document deliverables shall be available electronically on-line and/or provided with three hardcopies and distributed as follows:

Contracting Officer (CO): 1 original, to the address listed for the CO  
 PRIMARY COTR: 1 copy to the address listed for the Primary COTR  
 ASSISTANT COTR: 1 copy to the address listed for the Alternate COTR

**F.7 DELIVERABLES**

<b>Deliverable</b>	<b>Recurring</b>	<b>Non-Recurring</b>
<b>Project Management Plan</b> to include as a minimum: a. CWBS b. Master Implementation Schedule c. Resource Plan d. Risk Management Plan e. Communication Plan f. Quality Monitoring and Control Plan (see below) g. Subcontract Management Plan (see below) h. Small Business Subcontracting Plan	N/A	Initial with proposal Final 30 days after contract award Updates: As Required
<b>Start-Up Plan</b>	N/A	Draft 15 days after contract award Final 30 days

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<b>Deliverable</b>	<b>Recurring</b>	<b>Non-Recurring</b>
		after contract award
<b>Operational Capability Demonstration (OCD) Plan</b>	N/A	Draft 60 days after contract award Final 90 days after contract award
<b>OCD Test and Acceptance Plan</b>	N/A	Draft 30 days before start of OCD Final 15 days before start of OCD
<b>Rollout Plan</b>	N/A	Draft 90 days after contract award Final 120 days after contract award
<b>Consumer Education Plan</b>	N/A	Draft 30 days after contract award Final 60 days after contract award
<b>Subcontract Management Plan</b> from Project Management Plan	N/A	Initial with proposal Final: 30 days after contract award Updates: Upon Changes Annual: Small Business Subcontracting (SBA) Reporting
<b>Retailer Certification Plan</b>	N/A	Draft: 30 days after contract award Final: 60 days after contract award Updates: Upon Changes
<b>Retailer Training Material</b>	N/A	Draft: 60 days after contract award Final: 90 days after contract award Updates: Upon Changes

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<b>Deliverable</b>	<b>Recurring</b>	<b>Non-Recurring</b>
<b>Program Management Review (PMR)</b> to include: Agenda  Meeting  Minutes	7 days before each PMR Meeting  1 <sup>st</sup> Held - one month after contract award Recurring: Monthly  7 days after each PMR Meeting	N/A
<b>Monthly SLA Report</b> to include: Performance/QASP metrics	Recurring: Monthly after Government approval of metrics and calculations	Draft: 30 days after contract award Final: 30 days after Government Concurrence Updates: Upon Changes
<b>Root Cause Analysis Report</b>	As required	N/A
<b>Quality Monitoring and Control Plan</b> from Project Management Plan to include: Consistent with QASP	N/A	Initial with proposal Final 30 days after contract award Updates: Upon Changes
<b>Cost and Schedule Status Report</b>	1 <sup>st</sup> Due: 1 month after contract award Recurring: Monthly	N/A
<b>Coupon Distribution, Redemption and Payment Reports</b> to include: <ul style="list-style-type: none"> <li>a. Exceptions and trending reporting</li> <li>b. Activated Coupon File</li> <li>c. Expired Coupons Negative File</li> <li>d. Coupon Reimbursement File</li> </ul>	As required	N/A
<b>Security Management Plan</b>	N/A	Draft: 60 days after contract award Final: 90 days after contract award Updates: Upon Changes
<b>Continuity of Operations Plan (COOP)</b> to include:	Responsible Disaster Recovery personnel updated quarterly as	Draft: 90 days after contract award

**SECTION**

<b>Deliverable</b>	<b>Recurring</b>	<b>Non-Recurring</b>
Disaster recovery planning	required after Final approval	Final: 120 days after contract award
<b>Disaster Recovery Business Continuity Exercise Summary Report</b>	Final: 30 days after each exercise	N/A
<b>Close-Out Plan</b> to include: Final financial audits and reconciliation reports	N/A	Draft: 60 days before start of close out period Final: 30 days before start of closeout period Updates: Not Required

**F.8 Versions**

**DRAFT/FINAL:** Many of the requirements for the deliverables require both a Draft and a Final version. The final copy is to be a submission of the full document with all Government comments resolved. The deliverable cover page shall be clearly marked Draft and Final.

**UPDATES:** In addition many of the deliverables require the contractor to provide periodic updates. Unless otherwise specified, the Contractor is expected to initiate the update as the information contained therein changes. The changes should be delivered to the Government within 30 days of when the change is known. The Contractor need not provide these changes via a complete revision to the document. The Contractor may provide these changes via change pages to the original. All change pages shall be clearly marked with the version date. The Government may provide comments on the changes. The Government has 15 days to review Draft documents. If the Contractor receives no comments back from the Government within the 15-day period, the Contractor shall assume the Draft to be a Final document. If the Government provides comments, then an updated version is due within 30 days after receiving the Government's comments.

**SECTION**

**SECTION G  
CONTRACT ADMINISTRATION DATA**

**G.1 CONTRACTING OFFICER**

Ms. Catherine Holland, Contracting Officer  
U.S. Department of Commerce  
National Oceanic & Atmospheric Administration  
Acquisition and Grants Office, SSMC4 - Room 7601/OFA61  
1305 East West Highway, 7th Floor,  
Silver Spring, MD, 20910  
email: catherine.holland@noaa.gov

[End of Clause]

**G.2 CAR 1352.201-70 Contracting Officer's Authority (March 2000)**

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

[End of Clause]

**G.3 CAR 1352.201-71 Contracting Officer's Technical Representative (COTR) (February 2005)**

- a. To Be Inserted at Award
- b. The responsibilities and limitations of the COTR are as follows:
  - (1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports and such other responsibilities as may be specified in the contract.
  - (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer (CO.) The CO may designate assistant or alternate COTR(s) to act for the COTR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the Contractor.

[End of Clause]

**G.4 SUBMISSION OF INVOICE**

A proper invoice is to include the information required by FAR 52.232-25 Prompt Payment. One original invoice shall be submitted to:

NIST Accounts Payable Office  
100 Bureau Drive - M/S 1621  
Bldg. 101, Room A836  
Gaithersburg, MD 20899

and, One copy to the CO and one copy to the COTR at address provided in Section F of this contract.

**DG1335-07-RP-0050**

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### SECTION H SPECIAL CONTRACT REQUIREMENTS

#### H.1 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such manner as to state or imply that the services provided are endorsed or preferred by the Federal Government, or considered by the Government to be superior to other services. Advertisements, press releases, and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

#### H.2 SECTION 508 OF THE REHABILITATION ACT OF 1973 COMPLIANCE

In accordance with Section 508, Subsection 508 (a)(3), NTIA requires that all Electronic Information Technology ("EIT"), as that term is defined at FAR 2.101, delivered under this contract comply with the applicable EIT technology accessibility standards issued by the Architectural and Transportation Barriers Compliance Board set forth at 36 CFR Part 1194.

#### H.3 ACQUISITION OF COTS ITEMS, SOFTWARE AND WARRANTIES

When equipment and software is provided under the contract, it is the Government's preference to use commercial items in applying the Contractor's solution. If the Contractor determines that COTS items and software cannot meet a specific NTIA need, the Contractor will fully explain in writing the circumstances or requirement that precludes a COTS solution. This explanation shall be provided to the Contracting Officer and a copy provided to the GTM. Agreement by the Contracting Officer shall be obtained prior to satisfying a requirement with a non-COTS solution.

#### H.4 CAR 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (March 2002)

- a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR 9.5, Organizational and Consultants Conflicts of Interest, or that the Contractor has disclosed all such relevant information.
- b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- c) Remedies - The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was awarded a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including the paragraph (d), in any subcontract or consultant agreement hereunder.

#### H.5 NOTICE TO THE GOVERNMENT OF CONTRACTOR DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details, provided; however, that this data shall be informational only in character and

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that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

### **H.6 CAR 1352.233-70 HARMLESS FROM LIABILITY (MARCH 2000)**

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

### **H.7 USE OF CONTRACTOR SUPPORT/ADVISORY PERSONNEL AS CONTRACT SUPPORT**

The Government will use additional contractor personnel. Contractor personnel will assist the Government in a contract support role for contract solicitation development, issuance, proposal receipt, proposal evaluation, and contract administration.

The following companies have been contracted by the Government to provide services:

1. functionalIT, located in Alexandria, VA

The Government may contract for additional contract support to perform financial audits of the contractor's performance in distributing and redeeming Government coupons funds.

Submission of proposals by Offerors in response to the solicitation constitutes approval to release the proposal to Government Support Contractors who have signed non-disclosure agreements.

### **H.8 SUPERVISION OF CONTRACTOR PERSONNEL**

Contractor personnel assigned to render services under this contract shall at all times be employees of the Contractor or its subcontractor(s) and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder. Contractor personnel shall not at any time during the contract period be employees of the U.S. Government.

### **H.9 CAR 1352.237-73 KEY PERSONNEL (March 2002)**

- a) The contractor shall assign to the contract the following Key Personnel: Offeror to provide list of all Key Personnel named in its proposal:

NAME: TBD

POSTION: TBD

- b) The Contractor shall obtain the consent of the Contracting Officer prior to making Key Personnel substitutions. Replacements for Key Personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced specified.
- c) Requests for changes 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.

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### **H.10 OFFICE OF THE PROGRAM MANAGER/CONTRACT MANAGER**

The Contractor's Project Manager/Contract Manager and Senior Managers for this contract shall establish and maintain a primary office within a reasonable distance of NTIA Headquarters located in Washington, DC and be available for meetings within four (4) hours. The office shall be established within ten (10) days of contract award and maintained throughout the life of the contract.

### **H.11 CAR 1352.231-70 DUPLICATION OF EFFORT (MARCH 2000)**

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder is not duplicative of any costs charge against any other Government contract, subcontract, or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, not incidental to any other work, pursuit, research, or purpose of the contractor whose responsibility it will be to account for it accordingly, except as otherwise agreed to by the Government.

### **H.12 ACCESS TO GOVERNMENT FACILITIES**

During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

### **H.13 CAR 1352.237.71 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS/SUBCONTRACTORS PERSONNEL WORKING ON A DEPARTMENT OF COMMERCE SITE (HIGH RISK CONTRACTS) (MARCH 2000)**

#### **(a) Security Processing Requirement**

All contractor (and subcontractor) personnel proposed to work on the premises of a Department of Commerce site under this contract must undergo security processing by the Department's Office of Security (OSY) before he or she is eligible to work on the premises of the Herbert C. Hoover (HCH) Building or other buildings used for Department operations.

#### **(b) Additional Requirements for Foreign Nationals (Non-U.S. Citizens)**

Non-U.S. citizens to be employed under this contract must:

- (1) Have legal visa status with the Immigration and Naturalization Service (INS);
- (2) Have advance approval from the servicing Security Officer in consultation with the Office of Security. (The Office of Security 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.)

#### **(c) Submittal Requirements**

The Contractor must complete and submit the following forms to the Contracting Officer's Technical Representative (COTR), who will review and forward them to the cognizant Security Officer:

- (1) A Standard Form 85P (SF-85P)--Questionnaire for Public Trust Positions
- (2) A Form FD-258 (Fingerprint Chart with OPM ORI number)

Upon completion of the security processing, OSY, through the Security Officer and the COTR, will notify the Contractor in writing of the individual's eligibility to be given access to the HCH Building or other DOC buildings. 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

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pertinent information. It is the option of OSY to repeat the security processing on any contract employee at its discretion.

### (d) Notification of Disqualifying Information

If OSY receives disqualifying information on a contract employee, the Contractor, upon notification of such, must immediately remove the employee from duties that require access to DOC facilities. Individuals may be barred from working on the premises of a facility for any of the following:

- (1) Conviction of a felony or a crime of violence or of a misdemeanor involving moral turpitude.
- (2) Falsification of information entered on security screening forms or on 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 personnel or property.

Failure to comply with the requirements may result in termination of this contract, or removal of some contracted employees from DOC facilities.

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to classified information.

### H.14 LIMITATIONS ON USE OF DATA

Data developed and first used under this contract is not to be used by the Contractor or made available to any third party for any use other than to provide the services specified under this contract. Data collected and used in the performance of this contract may include, but is not limited to, personally identifiable information, data related to operations of the government program not routinely available for public inspection, or trade secrets and commercially sensitive information.

### H.15 CAR 1352.239-73 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (OCTOBER 2003)

(a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to DOC's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause the term "Sensitive" is defined by the guidance set forth in:

- (1) The DOC IT Security Program Policy and Minimum Implementation Standards (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>)
- (2) The Office of Management and Budget (OMB) Circular A-130, Appendix III, Security of Federal Automated Information Resources, (<http://csrc.nist.gov/secplcy/a130app3.txt>) which states that there is a "presumption that all [general support systems] contain some sensitive information." and
- (3) The Computer Security Act of 1987 (P.L. 100-235) (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information "... 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 552 a of title 5, Unites 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."

For purposes of this clause, the term "Classified" is defined by the guidance set forth in:

- (a) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4

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(<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>)

(4) The DOC Security Manual, Chapter 18

(<http://www.osec.doc.gov/osy/>)

(5) 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. 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. 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.

(b) 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

(<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>), or equivalent/more specific agency or bureau guidance as specified immediately hereafter [insert agency or bureau specific guidance, if applicable].

(c) For all Contractor-owned systems for which performance of the contract requires interconnection with a DOC network or that DOC data be stored or processed on them, the Contractor shall:

(1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Federal Information Security Management Act of 2002, Pub. L. No.107-347, 116 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296, 116 Stat. 2135, 2259- 2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51, 2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and DOC policies and procedures that include, but are not limited to:

(a) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources (<http://csrc.nist.gov/secplcy/a130app3.txt>)

(b) National Institute of Standards and Technology Special Publication 800-18, Guide for Developing Security Plans for Information Technology Systems (<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>); and

(c) DOC Procedures and Guidelines in the Information Technology Management Handbook

(<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>)

(d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>; and

(2) Within 14 days after contract award, the contractor shall submit for DOC approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in DOC IT Security Program Policy, Sections 3.4 and 3.5

(<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>) The

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Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the Offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the DOC IT Security Manager, or Agency/Bureau IT Security Manager/Officer, shall be incorporated as part of the contract. DOC will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined in DOC IT Security Program Policy, Sections 3.4 and 3.5 (<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>) may result in termination of the contract.

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

### **H.16 CAR 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS/SUBCONTRACTOR PERSONNEL FOR ACCESSING DOC INFORMATION TECHNOLOGY SYSTEMS (OCTOBER 2003)**

(a) Contractor personnel requiring any 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. DOC shall provide screening using standard personnel screening forms, which the Contractor shall submit to the DOC Contracting Officer's Technical Representative (COTR) based on the following guidance:

(1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with "global access" to an automated information system require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.

(2) Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work do not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject's start of work on the contract, regardless of the expected duration of the contract.

(3) Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject's start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject's start of work on the contract.

(4) Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days but is less than 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.

(5) Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract. The security forms may be obtained from the cognizant DOC security office servicing your bureau, operating unit, or Departmental

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office. At the option of the government, interim access to DOC IT systems may be granted pending favorable completion of a pre-employment check. Final access may be granted only on completion of an appropriate investigation based upon the risk level assigned to the contract by the Contracting Officer.

(b) Within 5 days after contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with DOC IT Security Program Policy, section 3.13

(<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>). The COTR will inform the Contractor of any other available DOC training resources.

(c) Within 5 days of contract award, the Contractor shall provide the COTR with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulation (CAR), 1352.209-72, Restrictions Against Disclosures.

(d) 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.

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

### **H.17 INFORMATION TECHNOLOGY VIRUS SECURITY**

(a) The Contractor hereby agrees to make every reasonable effort to deliver information technology products to NTIA free of known computer viruses. The contractor shall be responsible for examining all such products prior to their delivery to NTIA using software tools and processes capable of detecting all known viruses.

(b) The contractor shall include the following statement on deliveries of hardware, software, and data products, including diskettes, made under this contract: [product description, part/catalog number, other identifier, and serial number, if any] "This product has been scanned for known viruses using [name of virus-screening product, including version number, if any] and is certified to be free of known viruses at the time of delivery."

(c) The Contracting Officer may assess monetary damages against the contractor sufficient to compensate NTIA for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from the contractor's failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract.

(d) This clause shall not subrogate the rights of the Government under any other clause of this contract.

### **H.18 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE -12**

The performance of this contract requires contractors to have physical access to Federal premises for more than 180 days or access to Federal Information Systems. Any items or services delivered under this contract shall comply with the Department of Commerce personal identity verification procedures that implement HSPD-12, FIPS PUB 201, and OMB Memorandum M-05-24. The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a Federal information system.

### **H.19 CAR 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE**

The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting

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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 provided 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. The Contractor agrees that it will not disclose any information described in subsection (a) to any persons or individual 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.

### H.20 CONTRACTOR PERFORMANCE INFORMATION

NTIA will perform an evaluation of the Contractor's performance with input from COTR, Contracting Officer, and other NTIA sources deemed applicable. These evaluations will be used to prepare contract evaluations of Contractor performance as required in accordance with FAR Subpart 42.1502.

### H.21 PERFORMANCE MEASUREMENTS

Each Performance Milestone subject to Performance Payments and each Service Level Standard that is subject to financial disincentives shall be administered as follows:

- a. The Contractor shall submit to the COTR proof of successful completion of the Performance Milestones and Service Level Standards obtained during each applicable performance period.
- b. The Government may independently verify the service performance obtained during the applicable performance period.
- c. The COTR will validate the service performance obtained and forward results to the Contracting Officer of the Performance Credit (disincentive) identified by the Contractor and reported as a disincentive on the QASP Service Level Performance Metrics Form in Section J.
- d. A copy of the Contracting Officer's approval of financial disincentives shall be part of the Contractor's annual assessment.

Failure by the Contractor to meet Performance Milestones will result in the Government withholding payment until the Performance Milestone is successfully met.

[Offeror to fill in the blanks] Failure by the Contractor in a given month to meet the applicable Service Level Standard for any one of the services identified in QASP will result in a Performance Credit. The Performance Credits shall not exceed the "at risk" \_\_\_\_\_ percent (\_\_\_ %) of the applicable monthly fee. The Performance Credit will be computed as a percentage of the applicable monthly fee in which the missed Service Level Standard occurs. If more than one missed Service Level Standard has occurred in a single month, the sum of the corresponding Performance Credit shall be credited to Government. In no case, however shall the total amount of Performance Credits exceed, in the aggregate, \_\_\_\_\_ percent (\_\_\_ %) of the applicable monthly fees for Coupon Distribution and Coupon Redemption and Payment.

### H.22 ROOT CAUSE ANALYSIS

The Contractor shall immediately notify the Contracting Officer of any missed service level standards and conduct a root cause analysis. The initial root cause analysis and corrective action plan is due within five calendar days of the Contractor being aware of a missed service level standard. The Government will review the initial root cause analysis and determine if additional actions by the Contractor are required.

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**H.23 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN**

SMALL BUSINESS SUBCONTRACTING PLAN (SEPT 2006)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the Offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the Offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The Offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

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(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Woman-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business

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concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business,

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service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided—

(1) The master plan has been approved;

(2) The Offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the Offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the Offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Sub-

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sector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Sub-sector and report all awards to that subcontractor under its predominant NAICS Industry Sub-sector.

(End of clause)

### **H.24 INCORPORATION OF SUBCONTRACTING PLAN**

The Contractor's approved subcontracting plan, dated (to be inserted at award) is a material part of this contract and is hereby incorporated by reference.

### **H.25 CAR 1352.209-73 COMPLIANCE WITH THE LAWS (MARCH 2000)**

The Contractor shall comply with applicable laws and rules and regulations having the force of law that deal or relate to performance hereunder or the employment by the Contractor of the employees.

### **H.26 CAR 1352.228-70 INSURANCE COVERAGE (MARCH 2000)**

The Contractor shall present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

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

### **H.27 CAR 1352.228-71 DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE (MARCH 2000)**

The following requirements also apply to this contract:

- a. The Contractor is required to present evidence of the amount of any deductibles in its insurance coverage.
- b. For any insurance required pursuant to 1352.228-70, Insurance Coverage, the contractor's deductible is not allowable as a direct or indirect cost under this contract. The Government is not liable, and cannot be invoiced, for any losses up to the minimum amounts of coverage required in subsections (a) through (d) above. If the Contractor obtains an insurance policy with deductibles, the Contractor, and not the Government, is responsible for any deductible amount up to the minimum amounts of coverage stated.

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c. If the Contractor fails to follow all procedures stated in this subsection and in FAR 52.228-7(g), any amounts above the amount of the obtained insurance coverage which are not covered by insurance will not be reimbursable under the contract. When the Government is injured, wholly or partially as a result of the Contractor's actions and such actions are covered by the insurance required by 1352.228-70, Insurance Coverage, the Government is entitled to recover from the Contractor the full amount of any such injury attributable to the Contractor regardless of an deductible. The Contracting Officer may offset the amount of recovery against any payment due to the Contractor.

### **H.28 CAR 1352.228-72 DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE (March 2002)**

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

### **H.29 EXERCISING CLIN 0003 OPTION FOR CONTINGENT FUNDS PROCESSING/CONTINGENT PERIOD**

During the term of the contract NTIA may exercise the option for processing CLIN 0003. This CLIN provides additional transaction volumes for distribution and redemption of coupons and shall not extend the contract term.

### **H.30 POST AWARD CONFERENCE**

A post award conference may be held within ten (10) business days after contract award. If held, the Contractor shall participate in this conference. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and to identify and resolve potential problems (see FAR 42.5).

### **H.31 NON-PERSONAL SERVICES**

The Government and Contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently governmental functions under this contract as described in Office of Federal Procurement Policy Letter 93-1.

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**SECTION I  
CONTRACT CLAUSES**

**I.1 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):

URL : <http://www.arnet.gov> and <http://www.acquisition.gov/far/index.html>

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<b>FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS (by Reference)</b>		
<b>NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
52.202-1	JUL 2004	Definitions
52.202-3	APR 1984	Gratuities
52.203-2	APR 1985	Certificate of Independent Price Determination
52-203-5	JUL 1995	Covenant Against Contingent Fees
52-203-6	SEP 2006	Restrictions on Subcontracting Sales to the Government
52.203-7	JUL 1995	Anti-Kickback Procedures
52.203-8	JAN 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	JAN 1997	Price or Fee Adjustment for Illegal or Improper Activity
52.203-11	SEP 2005	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	SEP 2005	Limitation on Payments to Influence Certain Federal Transactions
52.204-2	AUG 1996	Security Requirements
52.204-4	AUG 2000	Printed or Copied Double-Sided on Recycled Paper
52.204-7	JUL 2006	Central Contractor Registration
52.209-5	DEC 2001	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
52.209-6	SEP 2006	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.215-2	JUN 1999	Audit and Records - Negotiation
52.215-10	OCT 1997	Price Reduction for Defective Cost and Pricing
52.215-11	OCT 1997	Price Reduction for Defective Cost and Pricing Data - Modifications
52.215-12	OCT 1997	Subcontractor Cost or Pricing Data
52.215-13	OCT 1997	Subcontractor Cost or Pricing Data-Modifications
52.215-14	OCT 1997	Integrity of Unit Prices
52.215-18	JUL 2005	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions
52.215-19	OCT 1997	Notification of Ownership Changes
52.215-20	OCT 1997	Requirements for Cost or Pricing Data or Information Other Than cost or Pricing Data
52.215-8	OCT 1997	Order of Precedence-Uniform Contract Format
52.219-8	MAY 2004	Utilization of Small Business Concerns

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52.219-9	OCT 2001	Small Business Subcontracting Plan - Alternate II
52.219-23	JUL 2005	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns
52.219-25	OCT 1999	Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting
52.222-3	JUN 2003	Convict Labor
52.222-21	FEB 1999	Prohibition of Segregated Facilities
52.222-26	APR 2002	Equal Opportunity
52.227-17	JUN 1987	Rights in Data - Special Works
52.222-35	SEP 2006	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	JUN 1998	Affirmative Action for Workers with Disabilities
52.222-37	DEC 2001	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-38	DEC 2001	Compliance with Veterans' Employment Reporting Requirements
52.222-41	JUL 2005	Service Contract Act of 1965, as Amended
52.222-43	NOV 2006	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)
52.222-44	FEB 2002	Fair Labor Standards Act and Service Contract Act-Price Adjustment
52.222-50	APR 2006	Combating Trafficking in Persons
52.223-6	MAY 2001	Drug Free Workplace
52.223-13 52.223-5	AUG 2003 AUG 2003	Certification of Toxic Chemical Release Reporting Pollution Prevention and Right to Know Information
52.224-1	APR 1984	Privacy Act Notification
52.224-2	APR 1984	Privacy Act
52.225-5	NOV 2006	Trade Agreements
52.225-13	FEB 2006	Restrictions on Certain Foreign Purchases
52.227-1	JUL 1995	Authorization and Consent
52.227-2	AUG 1996	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3	APR 1984	Patent Indemnity
52.227-14	JUN 1987	Rights in Data - General
52.227-17	JUN 1987	Rights in Data - Special Works
52.229-3	APR 2003	Federal, State, and Local Taxes
52.232-1	APR 1984	Payments
52.232-8	FEB 2002	Discounts for Prompt Payment
52.232-9	APR 1984	Limitation on Withholding of Payments
52.232-17	JUN 1996	Interest
52.232-23	JAN 1986	Assignment of Claims
52.232-25	OCT 2003	Prompt Payment
52.232-28	MAR 2000	Invitation to Propose Performance Based Payments
52-232-33	OCT 2003	Payment by Electronic Funds Transfer - Central Contractor Registration
52.233-1	JUL 2002	Disputes (Alternate I)
52.233-3	AUG 1996	Protest After Award
52.233-4	OCT 2004	Applicable Law for Breach of Contract Claim
52.242-13	JUL 1995	Bankruptcy
52.242-17	APR 1984	Government Delay of Work
52.243-1	AUG 1987	Changes - Fixed Price (Alternate I)
52.244-5	DEC 1996	Competition in Subcontracting
52.244-6	FEB 2006	Subcontracts for Commercial Items
52.246-4	AUG 1996	Inspection of Services - Fixed Price

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52.246-25	FEB 1997	Limitation of Liability - Services
52.248-1	FEB 2000	Value Engineering
52.249-2	MAY 2004	Termination for Convenience of the Government (Fixed Price)
52.249-8	APR 1984	Default (Fixed Price Supply and Service)
52.253-1	JAN 1991	Computer Generated Forms

[End of By-Reference Clauses]

**I.75 FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

a) The Offeror or respondent, in the performance of any contract resulting from this solicitation ( ) intends ( ) does not intend to use one or more plants or facilities located at a different address of the Offeror or respondent as indicated in this proposal or response to request for information.

b) If the Offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces, the required information:

PLACE OF PERFORMANCE (Street address, City, State, County, Zip Code)

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NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

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(End of Clause)

**I.76 ORDERING**

(a) Any supplies and services to be furnished under the Fixed Price Requirements portion of this contract shall be ordered by issuance of delivery orders or task orders. It is the Government's intention to issue one task order under CLIN 0001, Start-up Phase for the Requirements SLINS

**SECTION**

0001AB and 0001AC at contract award. Upon successful completion of the Start-up Phase and the Operational Capability Demonstration (OCD), the Government will issue a task order under CLIN 0002, Operational Phase, for the Requirements SLINS 0002AC and 0002AD. If the Government exercises the Requirements CLIN 0003, Option for Contingent Funds Processing/Contingent Period, it will issue a task order for SLINS 0003AA and 0003AB at that time.

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the even of conflict between a delivery order or task order and this contract, the contract shall take precedence.
- (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 as specified the awarded Schedule.

(End of Clause)

**I.77 FAR 52.216-21 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 within 30 days.

(End of clause)

**I.78 FAR 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 [insert in the clause the period of time in which the Contracting Officer has to exercise the option]. Delivery of added items shall

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continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

**I.79 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor by March 15, 2009.

[End of clause]

**I.80 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor by March 15, 2009; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 extend beyond March 31, 2011.

(End of clause)

**I.81 FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)**

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the

## SECTION

designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's—  
(i) Failure to make progress; or  
(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

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(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall-

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- (i) Excuse the Contractor from performance of obligations under this contract; or
  - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause—
- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
  - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (1) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:
- (1) The name and address of the Contractor;
  - (2) The date of the request for performance-based payment;
  - (3) The contract number and/or other identifier of the contract or order under which the request is made;
  - (4) Such information and documentation as is required by the contract's description of the basis for payment; and
  - (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.
- (m) *Content of Contractor's certification.* As required in paragraph (1)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

[End of clause]

**I.82 FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

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(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

[End of clause]

**I.83 FAR 52.246-20 WARRANTY OF SERVICES (MAY 2001)**

(a) *Definition.* "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government. This notice shall state either—

(1) That the Contractor shall correct or re-perform any defective or nonconforming services; or

(2) That the Government does not require correction or re-performance.

(c) If the Contractor is required to correct or re-perform, it shall be at no cost to the Government, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or re-performance, the Contracting Officer shall make an equitable adjustment in the contract price.

[End of clause]

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**SECTION J - LIST OF ATTACHMENTS**

- J.I Coupon Program Functional Requirements
- J.II QASP Service Level Performance Measurement Format
- J.III Department of Commerce Socio-Economic Procurement Goals
- J.IV Questionnaire Past Performance
- J.V Key Personnel Format
- J.VI Contract Data Requirements List
- J.VII Dashboard Functional Specification
- J.VIII Payment Work Flow Chart
- J.IX Definitions, Acronyms and Abbreviations
- J.X Non Disclosure Agreement
- J.XI Retailer Data Collection Form

All Attachments are located at the end of the end of the document.

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SECTION K  
REPRESENTATIONS, CERTIFICATION, AND  
OTHER STATEMENTS OF OFFERORS

K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

- (a) 1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [*insert NAICS code*].
- (2) The small business size standard is \_\_\_\_\_ [*insert 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.
- (b) 1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (c) 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 (c) applies.
  - [ ] (ii) Paragraph (c) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.
- (c) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically 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 ORCA.

[End of provision]

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**SECTION L**

**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**  
(Reference 52.107(a))

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):

URL: <http://www.arnet.gov>

L.2

<b>FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS</b>		
<b>NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
52.215-1	JAN 2004	INSTRUCTION TO OFFERORS - COMPETITIVE ACQUISITION
52.215-1 Alternate 1	OCT 1997	INSTRUCTION TO OFFERORS - COMPETITIVE ACQUISITION
52.222-24		PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION

[End of By-Reference Provisions]

**L.3 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)**

a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern. (

b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

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- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

[End of Clause]

**L.4 FAR 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

[End of Clause]

**L.5 FAR 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)**

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

[End of Clause]

**L.6 CAR 1352.214-70 PRE-BID/PRE-PROPOSAL CONFERENCE (MAR 2000)**

The Government may hold a pre-proposal conference (Bidder's Conference) during which potential contractors may obtain a better understanding of the work required. Offerors are encouraged to submit all questions in writing at least three days prior to the conference. Questions will be considered at any time prior to, or during, the conference; however, Offerors will be asked to confirm oral questions in writing. Subsequent to the conference an amendment containing an abstract of the questions and answers, and a list of attendees, will be made publicly available. In order to facilitate conference preparations it is requested that Diane Trice at [diane.trice@noaa.gov](mailto:diane.trice@noaa.gov) be advised of the number of persons who will attend. Offerors are cautioned that, notwithstanding any remarks, clarifications, or responses given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment. It is the responsibility of each Offeror, prior to proposing, to seek clarification of any ambiguity created by amendment of the solicitation.

The conference will be held:

Date: March 26, 2007

Time: 10:00 AM

Location: 1315 East West Hwy, Silver Spring, MD

[End of Clause]

**L.7 CAR 1352.215-71 PROPOSAL PREPARATION**

(a) General Instructions

The following instructions establish the acceptable minimum requirements for the format and content of proposals:

- (1) The proposal shall be submitted in two (2) separately bound volumes:
  - (i) Volume I, Technical covering Statement of Work, Technical Solution, Quality Assurance and Surveillance Plan, Management Plan, Past Performance, and Key Personnel
  - (ii) Volume II, Price.
- (2) The Offeror shall provide to NOAA, at the address shown in Block 7 on Page 1 of this solicitation, one (1) original, six (6) copies and two (2) CD ROMs of Volume I and one (1) original, three (3) copies and two (2) CD ROMs of Volume II.

Volume	Title	Proposal Section	Maximum Page Count	Originals	Copies	CD-ROMs
I	Performance Work Statement	Section 1	30	1	6	2

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I	Technical Solution	Section 2	20	1	6	2
I	Quality Assurance and Surveillance Plan	Section 3	10	1	6	2
I	Management Plan	Section 4	30 (1)	1	6	2
I	Past Performance	Section 5	5 (2)	1	6	2
I	Key Personnel	Section 6	5 (3)	1	6	2
II	Price	N/A	N/A	1	3	2

Notes:

- (1) Excludes CWBS and performance schedules
- (2) Excludes past performance questionnaires
- (3) Excludes resumes. Each resumes is limited to two (2) pages

(3) If there are any discrepancies between the proposal volume hardcopies and the proposal volume disks, the hardcopy will govern. The CD ROMs shall be formatted for Windows XP. Documents, spreadsheets, or other data submitted must be compatible with Microsoft Office. The first page of each volume shall be in accordance with FAR 52.215-1 Instructions to Offerors Competitive Acquisition.

(4) The proposal shall be prepared on standard 8-1/2" by 11" paper, single spaced. Each page shall be labeled with the Offeror's name and the Solicitation number. A page is defined as a typed page of the proposal document, i.e., one sheet of paper with typing on one side. Foldouts shall fold from left to right (sideways), shall not exceed 11" in height and shall count as one page, provided they do not exceed three folds. Each fold that exceeds the three-fold limit shall count as an additional page. Cover pages, table of contents, list of figures, list of tables, acronym list, tab separators, and past performance questionnaires are not included in the page count limitation. Each volume shall be submitted in three-ring binders with index tabs indicating sections that correspond to those set forth below.

(5) The proposal must be sufficiently detailed and complete to demonstrate an understanding of, and the ability to comply with, all the requirements specified in Section C of this Request for Proposal. The proposal shall demonstrate such understanding and ability in a concise, logical manner and shall not contain superfluous material that is not directly related to this acquisition. General statements "that the Offeror can or will comply with the requirements," "standard procedures will be used," "well known techniques will be used," or that paraphrase the Statement of Objectives in whole or in part will not constitute compliance with these requirements concerning the content of technical proposals.

(6) A legible, neat, orderly, and comprehensive proposal is required. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of conscientiousness. Elaborate artwork, expensive paper and bindings and expensive visual and other presentation aids are neither necessary nor desired.

(7) The level of detail to be presented in response to each section of the outline presented herein is left to the discretion of the Offeror, but information must be presented in the order specified and in sufficient depth for the Government to make a comprehensive evaluation of the Offeror's understanding of, and capability to perform, the RFP requirements. Each volume of the proposal shall be self-contained. Data shall be organized to enable Government personnel to thoroughly evaluate the proposal against specific sections established in Section L.

(8) Any resultant contract shall include the general provisions applicable to the selected Offeror's organization and type of contract awarded. Any additional clauses required by public law, executive order, or acquisition

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regulations in effect at the time of execution of the proposed contract will be included.

### (9) Cross Referencing

Each proposal 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. Information required for each Proposal Evaluation Factor, which is not found in its designated volume, will be assumed to have been omitted from the proposal.

### (10) Glossary of Abbreviations and Acronyms

Each proposal volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against page limitations for their respective volumes.

### (11) Communication with NTIA and/or NOAA

(i) Solicitation amendments will be posted to [www.fedbizopps.gov](http://www.fedbizopps.gov).

(ii) Offerors may submit written questions via e-mail, requesting clarification of RFP requirements up until, but not later than close of business, April 5, 2007, to the following Internet address:

[Diane.Trice@noaa.gov](mailto:Diane.Trice@noaa.gov)

Questions received within fifteen (15) days of solicitation release will be answered either via email or via amendment to the solicitation. The originator of the question(s) will not be identified in the amendment. NOAA will continue to accept questions up to the closing date for receipt of proposals, however, time may not permit responses to questions received more than thirty (30) days after solicitation release. Only questions submitted by electronic mail will receive a response. Information provided with each question should include a document name, document date, specific page, paragraph, clause or definitive citation requiring clarification.

(iii) Failure to conform to the requirements of the Instructions, Conditions and Notices herein may form the basis to reject the proposal.

### (b) Technical Proposal Content Requirements

## **VOLUME 1 SECTION 1.0 - PERFORMANCE WORK STATEMENT**

The Statement of Objectives (S00), included in Section C of the RFP, provides the Coupon Program objectives that Offeror must satisfy. The Offeror shall use the S00, together with other applicable portions of the RFP, as a basis for preparing a proposed Performance Work Statement (PWS) for their solution. The PWS shall address each of the functional areas identified in the Statement of Objectives: (1) provide a consumer education program; (2) provide system processing for coupon distribution to consumers, manage retailer certification and participation, and provide training materials for retailers; and, (3) provide financial processing for coupon redemption through retailers, authorize payment from the Coupon Program to retailers, and audit transactions. The PWS shall describe the proposed outcomes the Offeror expects to achieve, based on his solution, to meet Coupon Program objectives and requirements and shall describe in detail the contract activities and tasks that must be performed to achieve the proposed outcomes. The proposed contract activities and tasks shall sufficiently cross-reference the proposed outcomes and the proposed outcomes shall sufficiently cross-reference the S00 objectives and other requirements cited in the RFP in order for evaluators to easily determine the extent to which the proposed solution meets or exceeds those objectives and requirements. The PWS will become an attachment to the contract at award.

## **VOLUME 1 SECTION 2.0 - TECHNICAL SOLUTION**

DG1335-07-RP-0050

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The Technical Solution section shall be arranged as follows:

- (a) Describe the relationships and interactions between the contract activities and tasks proposed in the PWS. The description shall be sufficiently robust to give the evaluators a complete understanding of the concept of operations including: (1) actors and their roles and (2) time-referenced flows of physical objects, data, and reports.
- (b) Describe the extent to which the proposed technical solution, utilizes existing industry infrastructure and assets. Indicate the maturity of proposed technologies, processes, and/or systems and describe how they are currently being used or have been used in similar efforts. If new or unproven technologies, processes, and/or systems are proposed, provide a discussion trading off risk versus anticipated benefits. If the proposed solution requires the development or modification of software application(s) or code, describe the scope of development or modification required.
- (c) Provide a complete assessment of risks associated with the technical solution and proposed strategies to mitigate those risks. Include criteria for determining when a risk event occurs.

### **VOLUME 1 SECTION 3.0 - QUALITY ASSURANCE AND SURVEILLANCE PLAN**

- (a) The Offeror shall propose a Quality Assurance Surveillance Plan (QASP) that includes proposed performance measures/metrics, measurement timing and methods of collecting and reporting, and any other actions to ensure a comprehensive quality program that provides accurate, timely, and meaningful measurement and reporting of results. The proposed performance measures/metrics included in the QASP shall cross reference the outcomes included in the PWS and the Coupon Program objectives and other requirements cited in the RFP.
- (b) The Offeror shall provide a separate narrative that further cross references the outcomes included in the PWS with NTIA's responsibilities under Section 3005 of the Deficit Reduction Act of 2005 and describes the extent to which the QASP contributes to meeting those responsibilities.

### **VOLUME 1 SECTION 4.0 - MANAGEMENT PLAN**

The Management Plan section shall be organized as follows:

- (a) Provide a project management plan addressing each of the functional areas identified in the Statement of Objectives (provide consumer education program; provide complete system processing for coupon distribution to consumers; manage retailer certification and participation and provide retailer training materials; and, provide financial processing for coupon redemption through retailers, authorize payment from the Coupon Program to retailers, and audit transactions) and, as a minimum, shall include:
  - (1) A Contract Work Breakdown Structure (CWBS) showing proposed contract activities to at least level 5.
  - (2) A Master Implementation Schedule from contract award through completion of all program implementation activities showing activity dependencies and the anticipated critical path. In this context, program implementation activities are those required to establish consumer education, coupon ordering and distribution, and coupon redemption and retailer payment capabilities in all 50 states and US possessions.
  - (3) A resource plan showing the time-phased application of human resources (skill levels and numbers of people) and non-human resources required to support the project.

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- (4) A risk management plan indicating how risks will be continually identified, documented, assessed, and communicated to project stakeholders and the criteria for risk mitigation planning.
- (5) A communication plan indicating all communication and coordination paths and scope of communications and coordination between the Offeror's project team (including executive leadership) and other project stakeholders.
- (6) A project quality monitoring and control plan describing the processes/procedures to be used to monitor contract performance quality and identify and implement corrective action when necessary. Describe the extent to which subcontractors will be integrated into the plan. If the project quality monitoring and control plan is based on or references a more robust corporate quality plan, describe the extent to which the corporate quality plan complies with recognized quality standards (e.g., ISO, ASQ, etc.) and indicate level of certification achieved.
- (7) A subcontract management plan identifying:
  - a. Each major ( $\geq$  \$250,000) and all small business (including woman-owned, veteran-owned, service-disabled-veteran-owned, disadvantaged, and hub-zone business) subcontractors and the products and services each will provide.
  - b. The size, company location, and socio-economic status of each subcontractor listed in a. above.
  - c. The planned subcontract dollar value for each subcontractor listed in a. above.
  - d. Performance location(s) for each subcontractor listed in a. above.

Large business Offerors shall also include a small business subcontracting plan. In addition to the requirements of FAR 52.219-9, the plan shall describe the extent to which proposed subcontracting efforts will contribute to small business growth and competency development.

The proposed project management plan (less the CWBS and Small Business Subcontracting Plan) shall become the baseline plan used by the Offeror to manage the project after award. The CWBS and Small Business Subcontracting Plan will become attachments to the contract at award.

(b) Cross-reference the project management plan to the Statement of Objectives and other program requirements cited in the RFP and describe the extent to which the project management plan contributes to meeting or exceeding those objectives and requirements.

(c) Provide a complete assessment of risks associated with its project management plan and proposed strategies to mitigate those risks. Include criteria for determining when a risk event occurs.

### VOLUME 1 SECTION 5.0 - PAST PERFORMANCE

The Offeror shall:

- (a) Identify up to three (3) but no less than two (2) relevant contract efforts from the past three (3) years of comparable, size, scope, and/or complexity. The identified contracts can be with federal Government, commercial, or other customers. Submit the required relevant contract reference data following the format in Section J - Attachment J.IV for each contract identified.
- (b) Describe the relevance of each identified contract to the services sought by this solicitation.

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**VOLUME 1 SECTION 6.0 - KEY PERSONNEL**

The Offeror shall:

- (a) Identify and provide resumes of proposed key personnel. Key personnel resumes shall be in the format provided in Section J - Attachment J.V.
- (b) Provide a description of key personnel project roles and responsibilities, the extent of their authority to make decisions and commit company resources, and the percentage of time they will be committed to the project.
- (c) The Program Manager shall be assigned full time and available on this contract from the date of contract award. The other key personnel shall be assigned and available on this contract within thirty (30) days of contract award.
- (d) During the first one hundred and eighty (180) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

**VOLUME II - PRICE**

- (a) The Offeror's price proposal shall include a completed Section B.1, Schedule of Prices. All Contract Line Items must be offered in order for the Offeror to be considered for award. All proposal pricing information submitted by Offerors is for the exclusive use of the Government.
- (b) Price proposals must generally adhere to the pricing structure established in Section B, Schedule of Prices. Each Offeror's price proposal must be based on the Offeror's own technical proposal, the Government's specifications, and other contractual requirements. If the prices to be used are based on a published price list, or catalog, the Offeror shall so state, and provide a copy of the document with their price proposal. If the prices are to be based on established market price, not otherwise published, or are prices applicable only to the proposed contract, the Offeror shall so state.
- (c) The Government expects that this contract will be awarded based upon adequate price competition. However in order to determine whether or not the prices are fair and reasonable, the Offeror shall provide complete pricing information to support proposed prices.

[End of Clause]

**L.8 SUBMISSION OF PROPOSALS**

Offerors must submit proposals in response to this solicitation no later than 14:00 PM, April 30, 2007 addressed to the following:

U.S. Department of Commerce  
National Oceanic & Atmospheric Administration  
Acquisition and Grants Office, SSMC4 - Room 7520/OFA61  
1305 East West Highway, 7th Floor,  
Silver Spring, MD, 20910  
Attn: Diane Trice

**L.9 CAR 1352.215-73 INQUIRIES (MAR 2000)**

Offerors must submit all questions concerning this solicitation in writing to the Contracting Officer. They must be received no later than close of business, April 5, 2007. All responses to the questions will be made in writing and included in an amendment to the solicitation.

[End of Clause]

**L.10 CAR 1352.216-70 CONTRACT TYPE (MARCH 2000)**

**DG1335-07-RP-0050**

**SECTION**

This is a Firm Fixed Price type contract for some services and a Fixed Price Indefinite Delivery Requirements type contract for certain portions as indicated in Section B.

[End of Clause]

**L.11 52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000)**

- (a) The Government invites the Offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the Offeror in the evaluation of the Offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful Offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.
- (b) In the event of any conflict between the terms proposed by the Offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.
- (c) The Contracting Officer will not accept the Offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:
- (1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.
  - (2) The terms and conditions of the performance-based payments must—
    - (i) Comply with FAR 32.1004;
    - (ii) Be reasonable and consistent with all other technical and cost information included in the Offeror's proposal; and
    - (iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.
  - (3) The terms and conditions of the performance-based financing must be in the best interests of the Government.
- (d) The Offeror's proposal of performance-based payment financing shall include the following:
- (1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).
  - (2) A listing of—
    - (i) The projected performance-based payment dates and the projected payment amounts; and
    - (ii) The projected delivery date and the projected payment amount.
  - (3) Information addressing the Contractor's investment in the contract.
- (e) Evaluation of the Offeror's proposed prices and financing terms will include whether the Offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the Offeror's proposal.

[End of Clause]

**L.12 FAR 52-233-2 SERVICE OF PROTEST (SEP 2006)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:
- U.S. Department of Commerce
  - National Oceanic & Atmospheric Administration
  - Acquisition and Grants Office, SSMC4 - Room 7601/OFA61
  - 1305 East West Highway, Attn: Catherine Holland
  - Silver Spring, MD, 20910

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

(End of Provision)

**L.13 CAR 1352.233-71 SERVICE OF PROTESTS (MAR 2000)**

An agency protest may be filed with either (1) the Contracting Officer, or (2) at a level above the Contracting Officer, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999) (Internet site: <http://oamweb.osec.doc.gov/conops/reflib/alp1296.htm> ) for the procedures for filing agency protests at the level above the Contracting Officer (with the Protest Decision Authority). Agency protests filed with the Contracting Officer shall be sent to the following address:

U.S. Department of Commerce  
DOC/NOAA/AGO/Staff Office & External Clients, Acquisition Div  
1305 East West Highway, 7th Floor,  
Silver Spring, MD, 20910  
Attn: Mr. Gary Rice, Head of Contracting Office

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

U.S. Department of Commerce  
Office of General Counsel  
Contract Law Division - Room 5893  
Herbert C. Hoover Building  
14<sup>th</sup> Street and Constitution Avenue, NW  
Washington, DC 20230  
Attn: Mark Langstein, Esquire

[End of Clause]

**L.14 CAR 1352.242-71 POST-AWARD CONFERENCE (MARCH 2000)**

A post-award conference with the successful Offeror may be required. If required, it will be scheduled and held within ten (10) business days after contract award.

[End of Clause]

**L.15 CAR 1352.252-71 REGULATORY NOTICE (MARCH 2000)**

Offerors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

[End of Clause]

**L.16 PROPOSAL PREPARATION COSTS**

The Government will not be obligated to pay any costs incurred by an Offeror in the preparation and submission of a proposal in response to this RFP. The Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds in connection with this procurement.

[End of Provision]

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### **L.17 FACSIMILE PROPOSAL REVISIONS**

Facsimile proposals are **not** authorized or allowed.

[End of Provision]

### **L.18 AMENDMENTS TO PROPOSALS**

Any changes to a proposal made by the Offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the right outside margin by vertical lines adjacent to the change. The Offeror shall include the date of the amendment on the lower right corner of the changed pages.

[End of Provision]

### **L.19 STANDARD FORM 33, SOLICITATION, OFFER, AND AWARD**

The Standard Form 33, Solicitation, Offer, and Award, (SF 33) is being used for this solicitation. This form is used by the Government as a Request for Proposal (RFP) and upon submission by the Offeror it becomes the Offeror's proposal. As such, it is an "offer" which can be unilaterally accepted by the Contracting Officer and award made on said SF 33. The offer and acceptance form the contract. Therefore, the following points must be strictly adhered to by the Offeror in submitting its offer.

(a) The SF 33 must be executed by a representative of the Offeror authorized to commit the Offeror to contractual obligations. The authority to sign a proposal, but not an offer subject to unilateral acceptance and award, is not sufficient authorization to sign the SF 33.

(b) UNDER NO CIRCUMSTANCES MAKE ALTERATIONS OR CHANGES TO THE SF 33 OR THE RELATED PAGES WHICH ARE A PART OF THE ENCLOSED REQUEST FOR PROPOSAL PACKAGE. Offerors are to complete those parts that require items such as prices, place of performance, etc., when such items are called for in the enclosed request for proposal. A place is provided for Offerors to insert such information.

[End of Provision]

### **L.20 SOLICITATION MAILING INSTRUCTIONS**

To facilitate proper handling of the offer or amendment thereof, it is imperative that the outermost envelope/package which contains the offer/amendment be addressed in the format presented in the "Address Offer To" Block on page 1 of this solicitation. Packages must be clearly labeled with the solicitation number and with a statement that the contents are **"PROPOSAL DATA - TO BE OPENED BY ADDRESSEE ONLY."**

[End of Provision]

### **L.21 NOTICE OF POTENTIAL NON-GOVERNMENT EVALUATION**

Offerors are advised that the Government may utilize the services of non-Government personnel to assist in evaluating portions of the proposals submitted hereunder. Any such non-Government evaluators will execute a conflict of interest certification and confidentiality agreement prior to participating in proposal evaluation. By submission of a proposal in response to this solicitation, the Offeror gives its written permission for evaluation of its proposal by non-Government personnel.

[End of Provision]

### **L.22 INSTRUCTIONS FOR ORAL PRESENTATIONS (IF GOVERNMENT ELECTS TO REQUEST AN ORAL PRESENTATION OPTION)**

The Government reserves the right to request Oral Presentations. Should the Government, at its sole option, determine that Oral presentations are necessary, Oral presentations will only be required of those Offerors determined to be in

**SECTION**

the competitive range. The Contracting Officer will contact the Offeror to schedule the date and time for oral presentations.

Oral presentations will be conducted at the following location:

U.S. Department of Commerce  
Herbert C. Hoover Building  
14th Street and Constitution Avenue, N.W.  
Washington, D.C. 20230

The order of presentations will be alphabetically determined by company name. Once a presentation date and time is confirmed, no rescheduling of presentations will be entertained, unless determined necessary by the Government. Presentation material shall be submitted by all Offerors at least \_\_\_ days prior to the first oral presentation. Only key personnel identified in the Offeror's proposal will be permitted to attend and participate in the oral presentation. The Offeror shall provide the list of attendees with the presentation material. Upon completion of the oral presentation, the Government may request clarification of any points addressed in either the written technical proposal or during oral presentation which may require further elaboration. Any such interchange will not necessarily constitute discussion within the meaning of FAR 15.306(d).

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SECTION M  
EVALUATION FACTORS FOR AWARD

**M.1 CAR 1352.215-75 Basis for Evaluation (March 2000)**

(a) This is a best value, competitive requirement. Award will be made to the Offeror whose offer conforms to the solicitation requirements; who is determined responsible in accordance with the Federal Acquisition Regulations (FAR) by possessing the financial and other capabilities to fulfill the requirements of the contract; and whose proposal is judged, by an integrated assessment of price and other evaluation factor(s) listed in SECTION M, to be the most advantageous to the Government. The Government will use the best value trade-off process in determining which offer is in the best interest of the Government, in accordance with FAR 15.101-2.

(b) The Government intends to award a single contract from this solicitation. The Government reserves the right not to award a contract depending on the quality of the proposal(s) submitted and the availability of funds.

(1) Evaluation of Proposals

A. Initial Evaluation of Proposals

An evaluation plan has been established to evaluate the factors set forth in the Evaluation Criteria stated below, and all offers received will be evaluated in accordance with the established evaluation plan.

The Government reserves the right to make an award without discussion based solely upon initial proposals. Therefore, Offerors should ensure that their initial proposal constitutes their best offer in terms of both price and the technical solution being proposed. The Contracting Officer will establish a competitive range comprised of the most highly rated proposals. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Only those Offerors in the competitive range will be offered an opportunity to participate further in the procurement.

B. Discussion/Final Proposal Revisions

The Contracting Officer will engage in discussions with all Offerors in the competitive range in accordance with FAR 15.306. At the conclusion of the discussions, a final common cut-off date which allows a reasonable opportunity for submission of written final proposal revisions will be established. Those Offerors selected to remain in the competitive range will be notified to submit Final Proposal Revisions.

C. Final Evaluation of Offers

A final proposal evaluation will be performed after receipt of Final Proposal Revisions.

**M.2 CAR 1352.215-76 EVALUATION CRITERIA (March 2000)**

**Terms and Conditions Certification.** This is a pass-fail evaluation. Offeror's who fail to provide such certification will no longer be considered for award.

**Non-Price Factor "Value" Evaluation.** The Government will qualitatively evaluate the Offeror's proposal to meet or exceed the Coupon Program Statement of Objectives and other contract requirements to determine the value of the promises made to the Government. The evaluation will be made against the following evaluation factors:

- Factor 1 - Technical
- Factor 2 - Quality Assurance Surveillance Plan
- Factor 3 - Management Plan

Factors 1, 2, and 3 are equal in weight.

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**Non-Price Factor "Level of Confidence" Evaluation.** The Government will then qualitatively evaluate the Offeror's proposal to determine the *level of confidence* in the Offeror's ability to deliver what it has promised. That evaluation will be made against the following evaluation factors:

- Factor 4 - Performance Risk
- Factor 5 - Past Performance
- Factor 6 - Key Personnel

Factor 4 is equal in importance to Factor 5 and both are more important than Factor 6.

The Government will determine the Offeror's overall non-price rating by adjusting the "value" rating to account for the "level of confidence" rating. The "value" rating (Factors 1, 2, and 3) and "level of confidence" (Factors 4, 5, and 6) rating are equal in weight. The overall non-price rating is significantly more important than Factor 7 - Price.

### FACTOR 1 - TECHNICAL

The proposed technical solution will be evaluated for the extent to which it will meet or exceed Coupon Program objectives and other contract requirements. The evaluation will include an assessment of the degree to which the solution incorporates an efficient and effective use of processes, infrastructure, and technology.

- A. The proposed Performance Work Statement and concept of operations will be evaluated for the degree to which a comprehensive, efficient, and realistic solution to achieving Coupon Program objectives and requirements is described.
- B. The proposed technical solution will be evaluated for its effective use of existing industry and government infrastructure assets and proven technologies, processes, and systems.
- C. The proposed technical solution will be evaluated for the degree to which it presents risks to Coupon Program objectives and requirements and the scope and effectiveness of mitigation strategies proposed by the Offeror.

### FACTOR 2 - QUALITY ASSURANCE SURVEILLANCE PLAN

The Quality Assurance Surveillance Plan and accompanying narrative will be evaluated for the extent to which it:

- A. Is comprehensive in its ability to quantify, measure, track, and accurately monitor performance against Coupon Program objectives and requirements.
- B. Proposes meaningful service level performance measurements that commit to the highest levels of service consistent with the Offeror's proposed solution.

The accompanying narrative will be evaluated for the extent to which it:

- C. Demonstrates how the proposed QASP contributes to meeting NTIA's responsibilities under Section 3005 of the Deficit Reduction Act of 2005.

### FACTOR 3 - MANAGEMENT PLAN

The Offeror's project management plan will be evaluated for the extent to which it:

- A. Effectively addresses the required project management plan elements listed in RFP Section L.
- B. Presents a realistic and sound approach to planning, execution, and control of the project.

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- C. Contributes to meeting or exceeding Coupon Program objectives and requirements.
- D. In addition, the Offeror's subcontracting plan (large business Offerors only) will be evaluated for the extent to which it collectively:
  - 1) Contributes to Department of Commerce small business subcontracting goals
  - 2) Effectively integrates small business participation into the proposed solution
  - 3) Provides opportunities for small businesses to gain relevant and worthwhile experience to promote grow and develop additional competencies.

### FACTOR 4 - PERFORMANCE RISK

Performance risk will evaluate the degree of confidence that the Government has, based on the information presented by the Offeror, that the proposed technical solution and management plan will achieve Coupon Program objectives. Performance risk will include an assessment of the probability that the technical solution will perform as proposed and that the management structure will identify and overcome internal and external impediments to successful performance. Performance risk will also include an assessment of the extent to which the Offeror passes risk responsibility back to the Government and the prior experience of the organization and project staff in large complex projects where timely performance is critical.

In conducting the prior experience assessment, the Government may use data obtained from other sources as well as that provided in the proposal.

### FACTOR 5 - PAST PERFORMANCE

The past performance evaluation will focus upon the degree to which the Offeror's past and present performance with programs similar in size, scope, and complexity adds to the Government's confidence in the Offeror's ability to successfully deliver results to meet performance standards and promote stakeholder satisfaction. The evaluation will examine the Offeror's actual performance on similar efforts during the past three (3) years. This review will focus on:

- A. Comparability of the size, scope, and/or complexity of these efforts with the Coupon Program.
- B. Performance measures/service levels applied and the actual results achieved against those measures.
- C. Small business participation targets and actual results achieved against those targets (large business Offerors only).

In conducting the evaluation, the Government may use data obtained from other sources as well as that provided in the proposal.

Offerors who cannot cite relevant past performance and Offeror's whose cited past performance cannot be verified will receive no higher than "neutral confidence" in the past performance rating. Past experience of individuals will not be considered.

### FACTOR 6 - KEY PERSONNEL

In the context of proposed key personnel roles and responsibilities, the key personnel evaluation will focus on the degree to which the following adds to the Government confidence's in the Offeror's ability to lead and manage the required effort: (1) the composition of the proposed key personnel team and their education, training, and experience on programs of similar size, scope, and complexity, (2) the extent of their authority to make decisions and commit

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company resources, and (3) the percentage of time they will be committed to the project.

### FACTOR 7 - PRICE

The Offeror's proposed price will be considered in the context of price risk and affordability. In this context, price risk is the Government's level of confidence in the Offeror's ability to perform as proposed based on:

- The price information provided by the Offeror and gathered from other sources
- The reasonableness and realism of the Offeror's proposed price
- The degree of stated or implied cost risk passed to the Government
- The financial performance ability of the Offeror (e.g., cash flow, current and projected debt, current and projected future work, viability of marketing and business plan, overall cash flow to cover debt payments, etc.).
- The number and character of price proposal strengths, weaknesses, and deficiencies

The evaluation will also consider whether the Offeror's proposed performance-based payment milestones and payment amounts are reasonable and consistent with all other terms and conditions of the Offeror's proposal.

In conducting the evaluation, the Government may use data obtained from other sources as well as that provided in the proposal.

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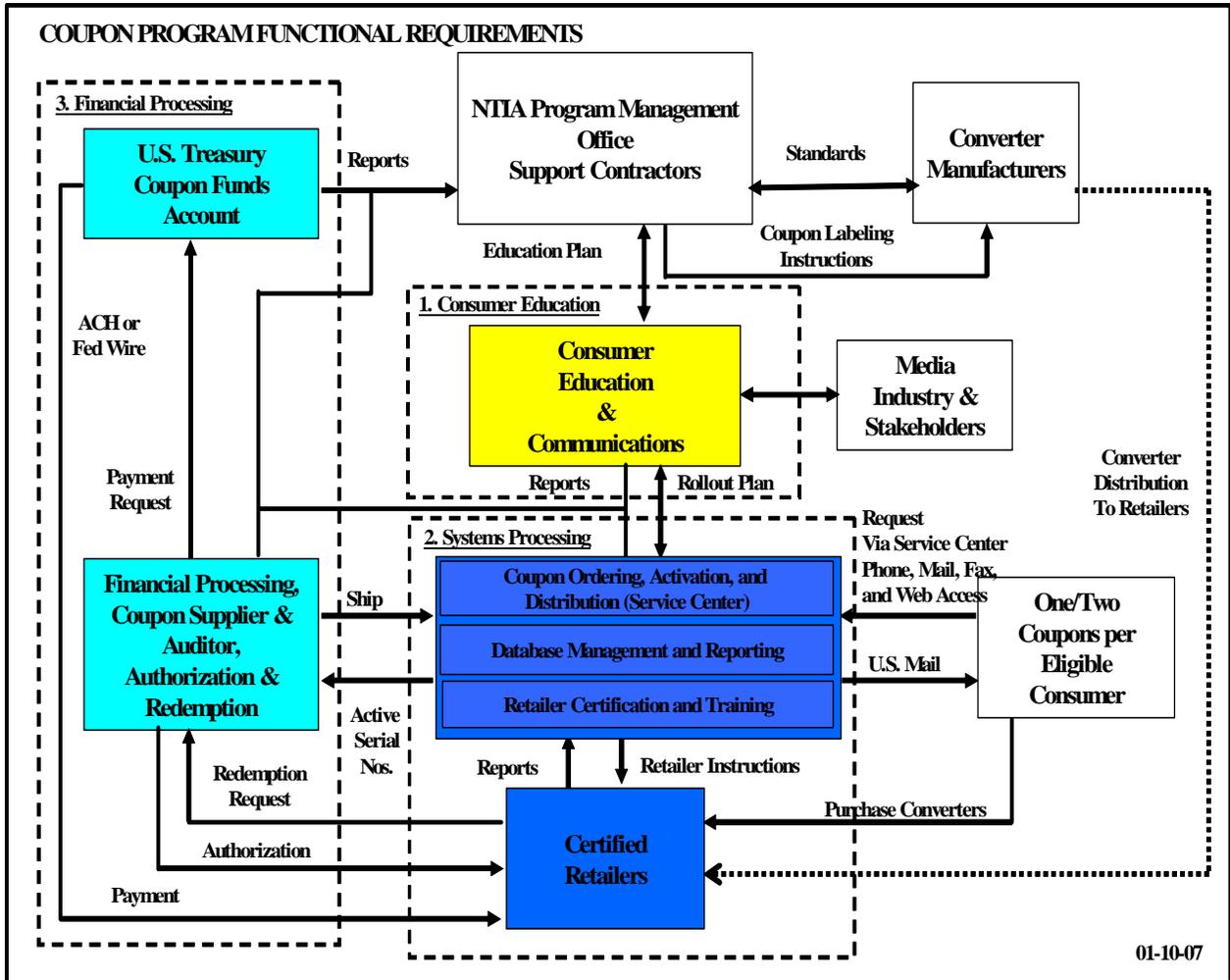
**SECTION J - LIST OF ATTACHMENTS**

- J.I Coupon Program Functional Requirements
- J.II QASP Service Level Performance Measurement Format
- J.III Department of Commerce Socio-Economic Procurement Goals
- J.IV Questionnaire Past Performance
- J.V Key Personnel Format
- J.VI Contract Data Requirements List
- J.VII Dashboard Functional Specification
- J.VIII Payment Work Flow Chart
- J.IX Definitions, Acronyms and Abbreviations
- J.X Non Disclosure Agreement
- J.XI Retailer Data Collection Form

Attachment J.I  
 Coupon Program Functional Requirements

The three major functional requirements are:

1. Consumer Education
2. System Processing
3. Financial Processing



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Attachment J.II

QASP Service Level Performance Measurement Format

A. Performance Payment Milestones:

The Offeror must propose Performance Payment Milestones for non-transaction SLINS.

(Example)

**Table A. Firm Fixed Price (FFP) CLIN Performance Payment Milestones**

CLIN	CLIN Period of Performance	Performance Milestone <i>(Consistent with Contractor's PWS)</i>	Percent of FFP \$ Payable at Successful Completion of a Milestone
SLIN0001AA Start-up and OCD	Month 1	*****	XX% <i>(Total for all months for a specific SCLIN equals 100%)</i>
	Month X	*****	XX%
	Month X	*****	XX%
	Month X	*****	XX%
	Month X	*****	XX%
	Month X	*****	XX%
SLIN0001AD Consumer Education	Month 1	*****	XX%
	Month X	*****	XX%
	Month X	*****	XX%
SLIN0001AE Retailer Certification and Training	Month 1	*****	XX%
	Month X	*****	XX%
	Month X	*****	XX%

**Definitions:**

**CLIN Period of Performance** - The total number of months that a specific FFP SLIN is priced for by the Offeror.

**Performance Milestones** - Performance Work Statement (PWS) tasks identified by the Offeror and successfully completed in order to receive payment from the Government.

**Percent of FFP Dollars Payable at Successful Completion of each Milestone** - Percent of the total value of the FFP SLIN that will be invoiced by the Offeror for each specific month based on the Performance Milestones.

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**B. Service Level Standards:**

The Offeror must propose Service Level Standards for transaction SLINS as well as other Program objectives and outcomes.

(Example)

**Table B. Fixed Price (FP) CLIN Service Level Standards**

<b>CLIN</b>	<b>Service Level Standard</b>	<b>Weight Factor to Determine Performance Credit</b>	<b>Monitoring Methods</b>	<b>Frequency</b>
<b>SLIN0001AB</b> Coupon Distribution	1. *****	XX% (Total for all SLIN Service Level Standards equals 100%)	*****	*****
	2. *****	XX%	*****	*****
	3. *****	XX%	*****	*****
<b>SLIN0001AC</b> Coupon Redemption and Payment	1. *****	*****	*****	*****
	2. *****	*****	*****	*****
	3. *****	*****	*****	*****

**Definitions:**

**Service Level Standard** - For each FFP SLIN, the Offeror should define a limited number of Service Level Standards that can be measured and substantiated by monitoring methods,

**Performance Credit** - Performance Credit (disincentive) will be granted to the Government by a reduction in the Offeror's invoice if there is a failure in a given month to meet the applicable Service Level Standard(s).

**Weight Factor** - The weight factor determines the amount of Performance Credit "at risk" by the Offeror if the specific SLIN Service Level Standard is missed.

**"At Risk"** - The total percent of Performance Credits that will be granted to the Government in a specific month due to missed Service Level Standard. The "at risk" percent is identified and further described in Section H.22.

**Monitoring Method** - Offeror's method and tools used to record and measure the Service Level Standard.

**Frequency** - Offeror's measurement period of a specific Service Level Standard.

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Attachment J.III

Department of Commerce Socio-Economic Procurement Goals

Socio-Economic Subcontracting Goals

The following socio-economic goals are separate and independent goals, all of which are measured. For example, subcontracting to a Women-Owned Small Business (WOSB) contributes to both the WOSB and Small Business goal.

Socio-Economic Goals	Percentage of Total Obligated Dollar Value
<b>Small Business</b>	40% of the total obligated dollar value
Small Disadvantaged Businesses (SDB)	16.99% of the total obligated dollar value
Women Owned Small Businesses (WOSB)	8% of the total obligated dollar value
Veteran Owned Small Business (VOSB)	3% of the total obligated dollar value
Service-Disabled Veteran Owned Small Business (SDVOSB)	3% of the total obligated dollar value
HUBZone	3% of the total obligated dollar value

The total obligated dollar value includes all contracting dollars for both large businesses and small business subcontracts.

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Attachment J.IV

Past Performance Questionnaire  
(3 pages maximum per project/contract)

Project/Contract Title:

Prime Contractor:

1. (a) Agency/Customer:

Address:

Technical Point of Contact (POC)

Name :

Phone/FAX :

E-Mail:

Contracting POC

Name :

Phone/FAX :

E-Mail :

(b) Contract Number:

Period of Performance Dates:

Contract Dollar Value:

Contract Type: FFP                      Cost Reimbursement                      Other    - [Insert Type]

2. Description of Work

3. Subcontracting Performance

(a) Percent Performed by Subcontractors:

(b) Small Business Participation Targets (large business only - include all socio-economic categories):

(c) Actual Small Business Participation Achieved (large business only include all socio-economic categories):

4. Performance Measures

(a) Performance-Based Contract? Yes\_\_\_\_\_ No\_\_\_\_\_

(b) Performance Measures/Service Levels Required:

(c) Performance Measures/Service Levels Achieved:

SECTION

Attachment J.V

Key Personnel Resume Format (2 pages maximum per resume)

Personnel's Name:

Proposed Position:

Provide a brief description of the duties for this position. Identify if the position is a key personnel position.

Education and Training:

Provide degree(s) earned (e.g., BSEE), major field of study (e.g., B.S., Mathematics), name of college or university, and year(s) degree(s) awarded. If candidate did not earn a degree, indicate the program of study and number of credit hours completed.

Professional and/or Technical Certifications:

List any certifications earned, name of certifying body, and year earned. List any certifications that are relevant to nature of work proposed for this position.

Experience Summary (include last 10 consecutive years as a minimum):

Provide name of employer, total period of employment with employer, reverse chronological listing of job assignment relevant to proposed assignment for the Coupon Program.

Specific relevance of work performed, including accomplishments or innovations in technical or managerial performance.

From	To	Employer	Position
[Date]	Present		
[Relevant Experience]			
[Date]	[Date]		
[Relevant Experience]			
[Date]	[Date]		
[Relevant Experience]			
[Date]	[Date]		
[Relevant Experience]			

Contingency Hire? \_\_\_\_ Yes \_\_\_\_ No

Security Clearance(s):

Provide any currently and previously held security clearances, if any.

Attachment J.VI

Contract Data Requirement List

## SECTION

<b>Deliverable</b>	<b>Recurring</b>	<b>Non-Recurring</b>
<b>Project Management Plan</b> to include as a minimum: a. CWBS b. Master Implementation Schedule c. Resource Plan d. Risk Management Plan e. Communication Plan f. Quality Monitoring and Control Plan (see below) g. Subcontract Management Plan (see below) h. Small Business Subcontracting Plan	N/A	Initial with proposal Final 30 days after contract award Updates: As Required
<b>Start-Up Plan</b>	N/A	Draft 15 days after contract award Final 30 days after contract award
<b>Operational Capability Demonstration (OCD) Plan</b>	N/A	Draft 60 days after contract award Final 90 days after contract award
<b>OCD Test and Acceptance Plan</b>	N/A	Draft 30 days before start of OCD Final 15 days before start of OCD
<b>Rollout Plan</b>	N/A	Draft 90 days after contract award Final 120 days after contract award
<b>Consumer Education Plan</b>	N/A	Draft 30 days after contract award Final 60 days after contract award
<b>Subcontract Management Plan</b> from Project Management Plan	N/A	Initial with proposal Final: 30 days after contract award Updates: Upon Changes

## SECTION

Deliverable	Recurring	Non-Recurring
		Annual: Small Business Subcontracting (SBA) Reporting
<b>Retailer Certification Plan</b>	N/A	Draft: 30 days after contract award Final: 60 days after contract award Updates: Upon Changes
<b>Retailer Training Material</b>	N/A	Draft: 60 days after contract award Final: 90 days after contract award Updates: Upon Changes
<b>Program Management Review (PMR) to include:</b> Agenda  Meeting  Minutes	7 days before each PMR Meeting  1 <sup>st</sup> Held - one month after contract award Recurring: Monthly  7 days after each PMR Meeting	N/A
<b>Monthly SLA Report to include:</b> Performance/QASP metrics	Recurring: Monthly after Government approval of metrics and calculations	Draft: 30 days after contract award Final: 30 days after Government Concurrence Updates: Upon Changes
<b>Root Cause Analysis Report</b>	As required	N/A
<b>Quality Monitoring and Control Plan</b> from Project Management Plan to include: Consistent with QASP	N/A	Initial with proposal Final 30 days after contract award Updates: Upon Changes
<b>Cost and Schedule Status Report</b>	1 <sup>st</sup> Due: 1 month after contract award Recurring: Monthly	N/A
<b>Coupon Distribution, Redemption and Payment Reports to include:</b> a. Exceptions and trending	As required	N/A

## SECTION

<b>Deliverable</b>	<b>Recurring</b>	<b>Non-Recurring</b>
reporting <b>b.</b> Activated Coupon File <b>c.</b> Expired Coupons Negative File <b>d.</b> Coupon Reimbursement File		
<b>Security Management Plan</b>	N/A	Draft: 60 days after contract award Final: 90 days after contract award Updates: Upon Changes
<b>Continuity of Operations Plan (COOP)</b> to include: Disaster recovery planning	Responsible Disaster Recovery personnel updated quarterly as required after Final approval	Draft: 90 days after contract award Final: 120 days after contract award
<b>Disaster Recovery Business Continuity Exercise Summary Report</b>	Final: 30 days after each exercise	N/A
<b>Close-Out Plan</b> to include: Final financial audits and reconciliation reports	N/A	Draft: 60 days before start of close out period Final: 30 days before start of closeout period Updates: Not Required

Attachment J.VII

Dashboard Functional Specification

NTIA Coupon Program

Electronic Dashboard

## SECTION

### 1.0 Introduction

The Functional Requirements Specifications Document is a formal statement of NTIA's Coupon Program Electronic Dashboard functional requirements.

#### 1.1 Purpose

This document presents and explains the NTIA requirements for a contractor provided Electronic Dashboard to monitor and administer the Coupon Program.

The Dashboard is a tool that provides users a web based interface and is designed to deliver user-specific information relating to the health of the program, typically represented by key performance indicators and links to relevant reports and documents. Visual cues and graphs focus user attention on important trends, status, changes, and exceptions.

NTIA requires a uniform and standard on-line Electronic Dashboard to be utilized on the Coupon Program. The Dashboard will be a standard and concise set of basic service performance indicators that will enable the NTIA program management office to monitor the contractor's Coupon Program performance including all key activities through a web portal. Committed and actual levels of performance, including retailer participation, consumer requests and coupon distribution, and redemption and payment transactions volumes and trends will be the indicators to be displayed on the Dashboard. The Dashboard will compare specific performance criteria and measurements; especially service level standards and alerts NTIA managers if the deviations become large enough for them to take and or expect contractor corrective action.

The Dashboard will also display to NTIA managers, a summary status of the Coupon Program Service Center Activities, the status of coupon requests, distributions, redemptions, and retailer payments being processed by the service center, the status of service center operations, and on-line access to deliverable documents as referenced in Section F, at a quick glance.

NTIA requires visibility into four (4) specific areas:

1. **Program Objectives Section 1.3.3.1** - Monitoring summary program data related to the key mission of distributing coupons to consumers. Dashboard metrics at the highest level are key program objectives, including trending and reporting data tailored to NTIA's needs to view the overall progress of coupon distribution, status of retailer participation, levels of consumer participation and fulfillment of these requests.
2. **Financial Transaction Processing Section 1.3.3.2** - Monitoring of the current Coupon Program financial transaction-processing environment including funding levels for redemption requests and retailer payments, and monitoring of key waste, fraud and abuse indicators and exception reporting.
3. **Service Center Processing Section 1.3.3.3** - Monitoring the health and status of the service center system processing specific to the contractor's daily processing to meet NTIA business objectives, including availability of the processing operating systems environment, service center workload statistics, status of program servers, subsystems, databases, networks, security and management functions.

4. **Interoperability to Databases and Systems Section 1.3.4** - Access to Coupon Program deliverables and service levels performance reports and other contractor provided reports and documents.

### **1.2 Key System Objectives**

- Provides a standard on-line portal to Coupon Program for monitoring operations, performance and reporting
- Provides a statement of how the Dashboard will be accessed by NTIA
- Provides a complete list of the functional requirements to be viewed by NTIA
- Provides secure and controlled access to appropriate individuals

### **1.3 System Requirements**

The Coupon Program Dashboard must provide NTIA with the following:

- Web Portal to access data to verify the Coupon Program objectives and processes are met
- Controlled access to views, allowing different NTIA personnel from any location through the Web portal to access different views
- Compliant with and meets all NTIA security requirements
- Refresh the Dashboard views to show the appropriate hourly, daily, weekly and monthly status and trends
- Both tabular and graphical displays of critical management information
- Consolidation of data from numerous sources, querying, reporting, and displaying it in a view that is approved by NTIA
- Easy-to-use Dashboard, in tailoring the common views and creating unique views defined by NTIA
- Ability to easily view underlying details of an existing view by drilling down with the click of a mouse
- Notify NTIA management of all major, NTIA-defined, threshold violations, through the use of alerts displayed on the Dashboard of a designated master screen immediately, which will remain on the screen until a response is received from the proper NTIA personnel
- Capability to launch down into a view of any one of the deliverables defined in Section F, or other documentation as requested
- Integrated with the contractor's service level standards reporting and quality assurance program

#### **1.3.1 Web Portal Requirements**

- 1.3.1.1 The Dashboard must be accessible to authorized users via the Internet or Intranet using COTS products. Accessible must be provided using standard browser software and Internet address from any authorized NTIA location, Department of Commerce Division and/or other authorized Federal Agency.
- 1.3.1.2 Once the authorized user accesses the Coupon Program portal site, the Dashboard must display performance views and trends and provide additional access to contextual information such as documents and reports. The portal will define user access rights, which will allow different displays to be directed to different types of users.

#### **1.3.2 Operational Requirements**

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The operational requirements listed in this section are functions the system must support to maintain Dashboard viewing stability.

### **1.3.2.1 Dashboard Security**

- 1.3.2.1.1 The Dashboard system shall require NTIA employees and/or representatives to obtain a valid login credential to access the Dashboard portal
- 1.3.2.1.2 The system shall automatically expire a users session within the Dashboard portal if idle for longer than 10 minutes, except on the NTIA designated master screen, which will display the Dashboard continuously. Lockout of a user login ID shall occur after three consecutive unsuccessful attempts to log on.

### **1.3.2.2 Dashboard Audit Trail**

- 1.3.2.2.1 For each successful Dashboard portal login attempt, the following shall be recorded: date/time of access and user login ID
- 1.3.2.2.2 For each unsuccessful Dashboard portal login attempt resulting in lockout of the user, the following shall be recorded: date/time of access and attempted user login ID

### **1.3.2.3 Dashboard Availability**

- 1.3.2.3.1 The Dashboard must be available 24 hours per day, seven days per week and 365 days per year consistent with the committed service level standards.

### **1.3.3 Functional Requirements**

The requirements listed in this section are functions that the Dashboard must permit NTIA to view from a high-level view, as well as the capability to drill down to lower level views. Each view must show for each functional requirement the actual performance against the committed service level standard. If a specific service level standard is missed or there is a high potential of a missed service level standard the specific view must provide a clear visual indication of the event and result.

Views are required from the start of the program and for the appropriate reporting period. These views shall identify and display data for all distribution, redemption and payment requirements during the base funding level period of up to 22,250,000 coupons and separately for the contingent period as defined in Section B.2.4 CLIN003 OPTION FOR CONTINGENT FUNDS PROCESSING/CONTINGENT PERIOD. During the start-up phase, NTIA will work with the contractor to define this reporting period requirement as called out below.

The Dashboard must display and trend at a minimum, the following:

#### **1.3.3.1 HIGH-LEVEL VIEWS**

##### **1.3.3.1.1 Daily Business Level View by Program Objective**

- 1.3.3.1.1.1 **Summary View of the Program Achievements**
- 1.3.3.1.1.1.1 Number of consumer coupon requests from start of program
- 1.3.3.1.1.1.2 Number of consumer coupon requests this reporting period
- 1.3.3.1.1.1.3 Number of coupons redeemed and paid for from start of program

**SECTION**

- 1.3.3.1.1.1.4 Number of coupons redeemed and paid for this reporting period
- 1.3.3.1.1.1.5 Dollar amount paid out for coupons from start of program
- 1.3.3.1.1.1.6 Dollars amount paid out for coupons this reporting period
- 1.3.3.1.1.1.7 Number and dollar amount of consumer coupon requests not redeemed from the start of program
- 1.3.3.1.1.1.8 Dollar amount and number of coupons remaining available for distribution to consumers

**1.3.3.1.1.2 Retailer Participation**

- 1.3.3.1.1.2.1 Names and type of certified retailers (brick store and web)
- 1.3.3.1.1.2.2 Names and type of rejected retailers not eligible for the program
- 1.3.3.1.1.2.3 Names of retailers no longer participating in program and reason
- 1.3.3.1.1.2.4 Dollar amount of coupons redeemed and paid for, by retailer from start of program
- 1.3.3.1.1.2.5 Dollar amount of coupons redeemed and paid for, by retailer this reporting period
- 1.3.3.1.1.2.6 Number of retailer locations participating in the program
- 1.3.3.1.1.2.7 Participation of retailers by geographic area
- 1.3.3.1.1.2.8 Geographic areas of limited or no retailer participation
- 1.3.3.1.1.2.9 Listing of NTIA approved converter boxes
- 1.3.3.1.1.2.10 Distribution notices of any known converter box supply and demand issues in a geographic area for the reporting period

**1.3.3.1.1.3 Consumer Participation**

- 1.3.3.1.1.3.1 Number of households authorized (Coupon Distribution) to receive coupons
- 1.3.3.1.1.3.2 Number/percent of households authorized to receive one coupon
- 1.3.3.1.1.3.3 Number/percent of households authorized to receive two coupons
- 1.3.3.1.1.3.4 Number of household requests not authorized from start of program
- 1.3.3.1.1.3.5 Number of household requests not authorized this reporting period
- 1.3.3.1.1.3.6 Number/percent of household requests to replace stolen or lost coupons this reporting period
- 1.3.3.1.1.3.7 Participation of households by geographic area

**1.3.3.2 FINANCIAL PROCESSING**

**1.3.3.2.1 Current Financial Level View of the Coupon Program**

- 1.3.3.2.1.1 Number and dollar amount of active coupons pending redemption
- 1.3.3.2.1.2 Number and dollar amount of redeemed coupons pending reimbursement and payment by retailer
- 1.3.3.2.1.3 Number of expired coupons and dollar value (over 90 days old) from start of program
- 1.3.3.2.1.4 Number of expired coupons and dollar value (over 90 days old) this reporting period
- 1.3.3.2.1.5 Number and type (stolen, counterfeit, etc) of coupon redemption and payment transactions not authorized (rejected) from start of program
- 1.3.3.2.1.6 Number and type (stolen, counterfeit, etc) of coupon redemption and payment transactions not authorized (rejected) this reporting period
- 1.3.3.2.1.7 Number of attempts to return a converter box to a retailer for a cash refund or for credit towards the purchase of another item during this reporting period

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- 1.3.3.2.1.8 Number of coupons not authorized due to redemption attempt by non certified retailer this reporting period
- 1.3.3.2.1.9 Number of coupons redeemed for less than \$40 for the purchase price of a converter unit this reporting period

**1.3.3.3 DAILEY SERVICE CENTER OPERATIONAL VIEWS**

**1.3.3.3.1 System Processing Availability**

- 1.3.3.3.1.1 Scheduled up time
- 1.3.3.3.1.2 Scheduled down time
- 1.3.3.3.1.3 Actual non-scheduled down time

**1.3.3.3.2 Financial Processing Availability**

- 1.3.3.3.2.1 Scheduled up time
- 1.3.3.3.2.2 Scheduled down time
- 1.3.3.3.2.3 Actual non-scheduled down time

**1.3.3.3.3 Service Center Workload**

- 1.3.3.3.3.1 Number and type (phone (attendant and IVR), web access, mail or fax) of requests received this reporting period
- 1.3.3.3.3.2 Average processing time from receipt of consumer request to mailing of coupon to consumer
- 1.3.3.3.3.3 Average number of consumer requests per day/week/month
- 1.3.3.3.3.4 Peak processing time per day/week/month
- 1.3.3.3.3.5 Key Service Center service level standards reporting results

**1.3.3.3.4 Master Schedule**

- 1.3.3.3.4.1 Key program milestones
- 1.3.3.3.4.2 Critical program milestones
- 1.3.3.3.4.3 Missed milestones and corrective actions

**1.3.3.3.5 Component Availability**

- 1.3.3.3.5.1 Processor platform/server
- 1.3.3.3.5.2 Subsystems
- 1.3.3.3.5.3 Databases
- 1.3.3.3.5.4 Network
- 1.3.3.3.5.5 Web site
- 1.3.3.3.5.6 Fulfillment systems

**1.3.3.3.6 Security Management Status**

- 1.3.3.3.6.1 Overall security conditions of program
- 1.3.3.3.6.2 Alerts on security issues
- 1.3.3.3.6.3 Virus infections impacting the systems
- 1.3.3.3.6.4 Incident reports and corrective actions
- 1.3.3.3.6.5 Intrusion attempts by inside and outside threats
- 1.3.3.3.6.6 Successful intrusion by inside and outside unauthorized users
- 1.3.3.3.6.7 Password reset requests
- 1.3.3.3.6.8 Password reset turnaround time

**1.3.3.3.7 Daily Back-up and Recovery of Program Data**

- 1.3.3.3.7.1 Applications servers status
- 1.3.3.3.7.2 Database servers status
- 1.3.3.3.7.3 Web Servers status
- 1.3.3.3.7.4 File servers status

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1.3.3.3.7.5 Off site storage status

### **1.3.3.3.8 Change Management**

1.3.3.3.8.1 Change requests approved this reporting period  
1.3.3.3.8.2 Change requests rejected this reporting period  
1.3.3.3.8.3 Change requests pending this reporting period  
1.3.3.3.8.4 Change requests that have been completed this reporting period

### **1.3.3.3.9 Problem Management**

1.3.3.3.9.1 Number of tickets by type this reporting period  
1.3.3.3.9.2 Number of open tickets this reporting period  
1.3.3.3.9.3 Number of closed tickets this reporting period

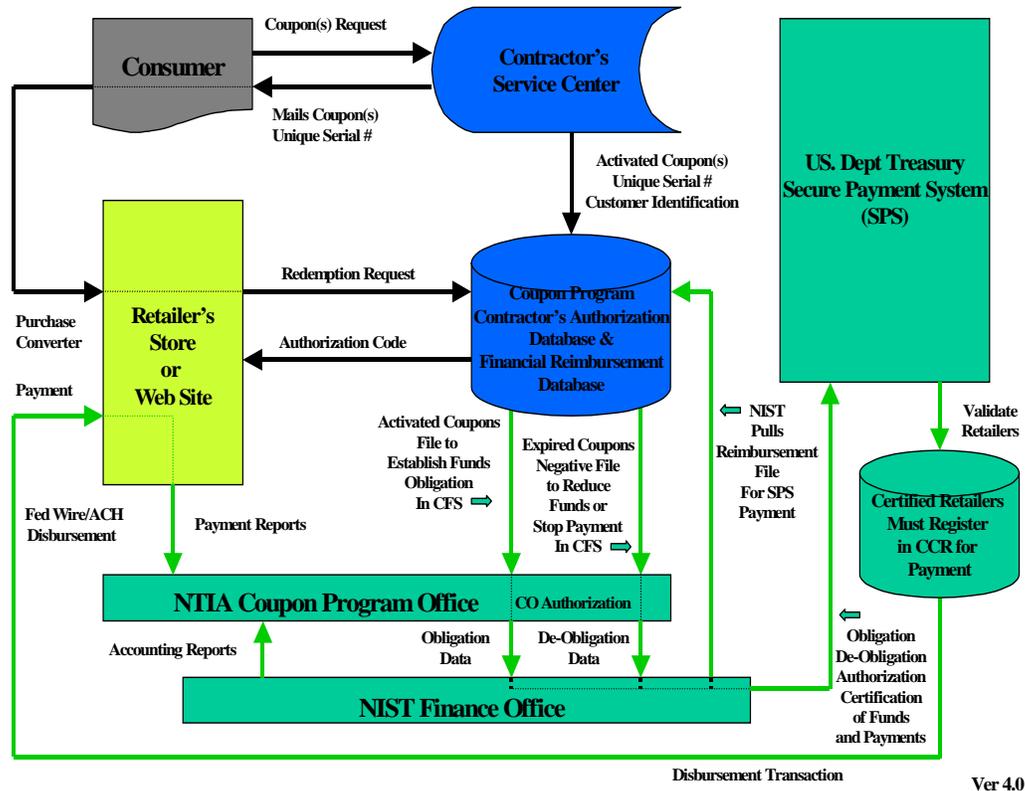
## **1.3.4 Interoperability**

The Dashboard must allow for authorized users to launch a window into other Coupon Program databases and systems based on the information presented in the functional requirements. The ability to launch must be provided in real time. At a minimum, the Dashboard must be interoperable with the following:

### **1.3.4.1 Databases and Systems**

- 1.3.4.1.1 On line access to RFP Section F Contract Data Requirement List (CDRLs) database
  - 1.3.4.1.1.1 Project Management Plan
  - 1.3.4.1.1.2 Operational Capability Demonstration Plan
  - 1.3.4.1.1.3 Rollout Plan
  - 1.3.4.1.1.4 Consumer Education Plan
  - 1.3.4.1.1.5 Subcontract Management Plan
  - 1.3.4.1.1.6 Retailer Certification Plan
  - 1.3.4.1.1.7 Retailer Training Plan
  - 1.3.4.1.1.8 Quality Monitoring and Control Plan
  - 1.3.4.1.1.9 Security Management Plan
  - 1.3.4.1.1.10 Close-out Plan
- 1.3.4.1.2 QASP Service Level Standards monthly report
- 1.3.4.1.3 On line access to contractor Coupon Program other operational documents as provided
- 1.3.4.1.4 Manufacturer and retailer provided reports including: 1. Number of and model numbers of converter boxes shipped by manufacturers and 2. Number of and model numbers of converter boxes sold by retailers
- 1.3.4.1.5 Coupon Program Contract

## Coupon Program Payment Workflow



Payme

### nt Workflow Description:

1. Consumers request up to two coupons from the Coupon Program vendor's (contractor) service center.
2. The Coupon Program contractor processes consumer requests and provides the coupon(s) via U.S. Postal Service. The service center documents the transaction by assigning a unique coupon serial number to the consumer's name and address and coupon value. Also included is the coupon issue date and expiration date (90 days).
3. The Coupon Program contractor generates a weekly Activated Coupon File. This file is used by NIST to obligate funds in the Core Financial System (CFS) for coupon redemption and eventually payments from the Department of Treasury's Secure Payment System (SPS). The NTIA program and budget organizations will review and approve the file prior to NIST posting any obligations. The Activation Coupon File (obligation file) must contain the summary data elements as defined in Table A. Detail transaction data to support the summary file will be provided to the NTIA program office as required.
4. The consumer redeems the coupon(s) at a certified retailer store or website for a certified converter unit(s).
5. The certified retailer, who is registered in Central Contractor Registration (CCR), accepts the coupon(s) and completes the transaction after receiving an authorization code from the Coupon Program contractor ensuring the coupon(s) and transaction is valid.

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6. Certified retailers' information provided includes retailer's Taxpayer Identification Number (TIN), bank account number and routing information. CCR registrants must certify CCR data annually.
7. The Coupon Program contractor creates and posts a daily (excluding Saturday, Sunday and federal holidays) Reimbursement File on their file transfer protocol (FTP) site before 8:00 a.m. This file must contain the summary data elements as defined in Table B consistent with the required CFS accounts payable standard interface (APSI) format. Detail transaction data will be provided by the Contractor to the NTIA program office as required.
8. NIST will download the Reimbursement File from the contractor's (FTP) site on a daily basis.
9. The Government intends to make payment to retailers no later than 72 business hours (excluding Saturday, Sunday and federal holidays) starting at 8:00 a.m. from the day NIST pulls the Reimbursement File.
10. NIST will authorize ACH payments directly to certified retailers via U. S. Treasury's SPS. Generally, ACH transactions processed through SPS by 5:00 p.m. CMT, will be credited to the retailer's financial institution by the opening of the next business day. The primary financial transfer will be ACH via SPS. If the need arises where NIST needs to send a payment by Fed Wire, that option is also available.
11. The Coupon Program Contractor will generate an Expired Coupons Negative File for expired, stolen and lost coupons. This file is used by NIST to de-obligate funds and/or stop payments and should be formatted to one of the two required file formats.
12. Certified retailers will provide payment reports to the Contractor and NTIA for program and internal control audits.

## SECTION

**Table A – Weekly Activated Coupon File Summary Input for FM040 CFS Fields**

<b>Field Name</b>	<b>Comments</b>
System/Obligation Number	Combination of FY & counter codes make this number unique
Document/Obligation Date	Current date of file
Vendor Name *	Contractor CCR Info
Vendor Address *	Contractor CCR Info
Vendor DUNS *	Contractor CCR Info
Item Ordered Coupon Quantity	Number
Item Unit Price (\$40 or \$80)	Number
Extended Unit Price	Unit price * quantity

**Note: \* Activated Coupon File Vendor's name, address and DUNS is the Contractor's. The Contractor will not distribute any Government funds to retailers for the redemption of coupons.**

Table B – Daily Reimbursement File Summary Input for Accounts Payable Standard Interface (APSI) File Format for each Retailer

<b>Interface File Element</b>	<b>Comments</b>
Invoice Number	Vendor's invoice number (Retailer)
Vendor Number	Provide by NIST from CCR (Retailer)
Vendor ID	CFS code used to identify a vendor/retailer's address
Invoice Date	Current date file generated
Invoice/Payment Amount	Total amount on invoice
Line Item Quantity	Number of Coupons

**Note: The Contractor will provide authorization of payments to retailers. The Government will approve and make payments directly to retailers for the authorized redemption of coupons.**

**SECTION**

**Attachment J.IX**

**Definitions, Acronyms, and Abbreviations**

**DEFINITIONS:**

Certified Retailer - A retailer has met all of the requirements in the Rules to participate in the Coupon Program and is listed in the contractor's system database.

Properly authorized coupon(s) - A coupon presented to a "certified retailer" and validated by the contractor's system database as a "valid coupon" and authorized by the contractor's financial system for redemption.

This reporting period - Defined reporting period, example daily, weekly, monthly

Valid coupon(s) - Serialized coupon that has been properly authorized and validated by the contractor's database, has not expired, or classified as lost or stolen.

**ACRONYMS and Abbreviations:**

ACH	Automated Clearing House
APSI	Accounts Payable Standard Interface
CAR	Commerce Acquisition Regulation
CCR	Central Contractor Registration
CFS	Core Financial System
CLIN	Contract Line Item
CLINS	Contract Line Item Numbers
CO	Contracting Officer
COOP	Continuity of Operations Plan
COTR	Contracting Officer's Technical Representative
COTS	Commercial off-the-shelf
CWBS	Contractor Work Breakdown Structure
DACBC	Digital to Analog Converter Box Coupon
DBS	Direct Broadcast Satellite
DOC	Department of Commerce
ESIGN	Electronic Signatures in Global and National Commerce Act
FAR	Federal Acquisition Regulation
FCC	Federal Communications Commission
FFP	Firm Fixed Price
FIPS	Federal Information Processing Standards

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FISMA	Federal Information Security Management Act
GAO	Government Accountability Office
GPEA	Government Paperwork Elimination Act
HIPAA	Health Insurance Portability and Accountability Act
HSPD	Homeland Security Presidential Directive
IT	Information Technology
NIST	National Institute of Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
NPRM	Notice of Proposed Rulemaking
NTIA	National Telecommunications and Information Administration
OCD	Operational Capability Demonstration
OCI	Organizational Conflict of Interest
OMB	Office of Management and Budget
PWS	Performance Work Statement
QASP	Quality Assurance and Surveillance Plan
RFP	Request for Proposal
SLIN	Sub Line Item Number
SLINs	Sub Line Item Numbers
SOO	Statement of Objectives
SPS	Secure Payment System
WFA	Waste, Fraud and Abuse

**SECTION**

**CONFIDENTIALITY AND NON-DISCLOSURE  
AGREEMENT**

**THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** is made by and between \_\_\_\_\_ ("Contractor") and \_\_\_\_\_, an individual (hereinafter referred to as the "Recipient").

**Recitals**

**WHEREAS**, the Recipient is employed by \_\_\_\_\_ ("the Contractor") and will be performing contractual services for a contract between the Contractor and NTIA (the "Contract") for Contractor support to assist NTIA in The Coupon Program ; and

**WHEREAS**, the Contractor desires to permit Recipient to work on the Contract and give the Recipient access to certain consumer and/or retailer confidential information and to make certain disclosures to the Recipient related to the work necessary for the Contract; and

**WHEREAS**, the Contractor and the Recipient agree that all information and disclosures made to the Recipient and all related access to information shall be kept confidential by Recipient.

**NOW, THEREFORE**, in consideration of the Recitals set forth above, which constitute a substantive and binding component of this Agreement, and the mutual covenants, promises, agreements, representations and warranties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Recipient and Contractor intending to be legally bound, do hereby covenant, promise, agree, represent and warrant as follows:

1. Non-use, Non-disclosure, and Confidentiality: Recipient agrees all information, records or documents provided by NTIA or information which Recipient has access to relating from the Contract, shall remain confidential and that he shall not make any unauthorized use or disclosure of any such information, its investigations, its investigative information, functions or its Contract with the Contractor (the "Confidential Information"). The Confidential Information shall include, but not be limited to materials and information, methodologies, personal information of private individuals, consumer personal and private information, and retailer business confidential information. Recipient shall limit disclosure of the Confidential Information to the officers and employees of the Contractor working on the Contract with a reasonable "need to know" the information, and shall protect the same from other disclosure with reasonable diligence. The Confidential Information provided by or accessed through NTIA, the Contractor, or through performance of the contract shall not be duplicated in whole or in part, in any manner, except as necessary in connection the requirements of the Contract.

2. Acknowledgement of Potential Harm: The Recipient acknowledges that the Confidential Information contained in the aforementioned documents (paper or electronic), can potentially assist unauthorized individuals to gain access to private consumer, manufacturer, and/or retailer information which may be protected by the Privacy Act of 1974 (5 U.S.C. § 552a), the Trade Secrets Act (18 USC Section 1905), or other law.

3. Acknowledgment of Ownership of Property of NTIA: The Recipient acknowledges and agrees that the Confidential Information provided by NTIA or developed in the performance of this Contract and any copies shall remain the

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property of NTIA and will be held or examined by the undersigned only so long as necessary for Contract related purposes and shall be returned to NTIA immediately thereafter.

4. Security of Confidential Information: The Recipient agrees that the Confidential Information provided or made available for review in any format, is to be stored in a secure manner. For paper documents, this should be an immovable container (such as a four drawer safe) accessible only to the Contractor officials under the Contract who have signed this statement. Further, the Confidential Information must be transported in a secured locked container. For electronic documents/data, this information should be stored with security/access controls that meet NTIA security requirements.

5. Acknowledgement of Sanctions and Penalties: The Recipient understands that civil or criminal sanctions and penalties may cover any improper disclosure and use of the Confidential Information on his part.

6. Return of Information: As to all information which the Contractor claims is confidential, Recipient agrees upon reasonable notice to return the confidential tangible material and any copies in his/her possession to NTIA within 24 hours of any reasonable request.

7. Miscellaneous:

7.1. All of the covenants, promises, agreements, representations and warranties set forth in this Agreement shall survive any Contract period, and shall be binding and enforceable notwithstanding any knowledge (other than as specifically herein disclosed) on the part of a party hereto with respect to the matter involved.

7.2. All notices and other communications under this Agreement shall be in writing and addressed in accordance with the notice provisions of the Contract.

7.3. This Agreement shall be governed by and construed and enforced in all respects in accordance with the federal laws and regulations of the United States of America.

7.4. This Agreement contains the full, complete and exhaustive agreement between the parties hereto and supercedes all prior agreements and understanding between the Parties. This Agreement may be amended only by an instrument in writing executed, sealed and delivered by the NTIA and the Recipient.

7.5. Nothing expressed or implied in this Agreement is intended or shall be construed to confer or give any person or entity other than the parties hereto any rights or remedies under or by reason of this Agreement.

7.6. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

7.7. Unless the context otherwise requires, the words such as "herein", "hereinafter", "hereby", "hereto", "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a Section in which such words appear. As used herein and unless the context otherwise requires, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter, and vice versa.

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7.8. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

7.9. The headings for this Agreement are intended for convenience of reference only and shall be given no effect in the construction or interpretation of this Agreement.

7.10. In the event that any terms or conditions of this agreement shall be construed by a court of law as illegal or unenforceable, the remaining terms and conditions of this agreement shall remain in full force and effect, as if the illegal or unenforceable provisions had not been part of this agreement.

**IN WITNESS WHEREOF**, the parties have executed, sealed and delivered this Agreement and acknowledge and agree to its terms and conditions as of the dates set forth below.

**RECIPIENT:**

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_

\_\_\_\_\_ Date

**NTIA:**

**ATTEST:**

**By:** \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_

\_\_\_\_\_ Date

SECTION

Attachment J. XI

RETAILER DATA COLLECTION FORM  
To Participate the NTIA Coupon Program  
For the Digital-to-Analog Converter Box

By signing this statement,

Legal Business Name: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Corporate Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Person Authorized to sign agreements,  
(Name and title) \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

Contact email: \_\_\_\_\_

Certifies to the following:

1) Retailer has been engaged in the consumer electronics retail business for at least one year and has completed a Central Contractor Registration. (CCR # \_\_\_\_\_)

(2) Retailer has in place systems or procedures that can be easily audited as well as systems that can provide adequate data to minimize fraud and abuse in retail redemption and government payment for coupons;

(3) Retailer agrees to have coupons box sales audited at any time during the term of participation in the coupon program by the U. S. Government or an independent auditor at no expense to the retailer;

(4) Retailer will provide NTIA electronically with redemption information and payment receipts related to coupons used in the purchase of converter boxes, specifically tracking each serialized coupon by number with a corresponding converter box purchase; and

(5) Retailer will only accept coupons and receive payment resulting from authorized purchases made for coupon-eligible converter boxes as defined in the NTIA Final Rule.

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date