

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

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	1. REQUISITION NUMBER	PAGE OF
			5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
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9. ISSUED BY	CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:
		<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)	
		SIZE STANDARD:	

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO	CODE		16. ADMINISTERED BY

17a. CONTRACTOR/OFFEROR.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY
TELEPHONE NO.			

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	29. AWARD OF CONTRACT: REF. _____ OFFER DATE _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED
 INSPECTED
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT <i>(Location)</i>
41c. DATE	42c. DATE REC'D <i>(YY/MM/DD)</i>
	42d. TOTAL CONTAINERS

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>BASE PERIOD: Date of Award through 11/30/2015</p> <p>The Contractor shall provide centralized management and coordination of registry, registrar (where specified), database, and information services for the usTLD in accordance with the Statement of Work (SOW). Period of Performance: Base 3 year period plus two (2) one (1) year option periods (5 years).</p> <p>PR NUMBER: NT000000-13-03227 DELIVERY DATE: 11/30/2013 SHIP TO: US DEPARTMENT OF COMMERCE NATIONAL TELECOMMUNICATIONS & INFO ADMIN 1401 CONSTITUTION AVENUE NW HCH BUILDING WASHINGTON DC 20230 FOB : Destination</p>	1.00	EA	NTE	NTE
0002	<p>OPTION PERIOD ONE: 12/01/2015 through 11/30/2016</p> <p>The Contractor shall provide centralized management and coordination of registry, registrar (where specified), database, and information services for the usTLD in accordance with the Statement of Work (SOW).</p> <p>PR NUMBER: NT000000-13-03227 DELIVERY DATE: 11/30/2013 SHIP TO: US DEPARTMENT OF COMMERCE NATIONAL TELECOMMUNICATIONS & INFO ADMIN 1401 CONSTITUTION AVENUE NW HCH BUILDING WASHINGTON DC 20230 FOB : Destination</p>	1.00	EA	NTE	NTE
0003	<p>OPTION PERIOD TWO: 12/01/2016 through 11/30/2017</p> <p>The Contractor shall provide centralized management and coordination of registry, registrar (where specified), database, and information services for the usTLD in accordance with the Statement of Work (SOW).</p> <p>PR NUMBER: NT000000-13-03227 DELIVERY DATE: 11/30/2013 SHIP TO: US DEPARTMENT OF COMMERCE NATIONAL TELECOMMUNICATIONS & INFO ADMIN 1401 CONSTITUTION AVENUE NW HCH BUILDING WASHINGTON DC 20230 FOB : Destination</p>	1.00	EA	NTE	NTE

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**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

B. 1 SUPPLIES OR SERVICES AND PRICES/COSTS

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

This is a no cost, \$0.00 firm fixed-price contract.

B.2 COST/PRICE

The Contractor may not charge the United States Government to perform the requirements of this Contract. The Contractor may establish and collect fees from third parties provided the fee levels are approved by the Contracting Officer and are fair and reasonable. If fees are charged, the Contractor shall base any proposed fee structure on the cost of providing the specific service for which the fee is charged and the resources necessary to monitor the fee driven requirements. The Contractor must submit a copy of proposed fee structure, tracking methodology, and description of the collaboration efforts and process to the Contracting Officer.

B.3 PRE-AWARD SURVEY- FAR 9.106 AND 9.106-4(A)

At the discretion of the Contracting Officer, a site visit to the Offeror's facility (ies) may also be requested and conducted by the Department of Commerce (DOC) or its designee. The purpose of this visit will be to gather information relevant to the Offeror's responsibility and prospective capability to perform the requirements under any contract that may be awarded. The Contracting Officer will arrange such a visit at least seven (7) days in advance with the Offeror.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C. 1 DESCRIPTION/SPECS/STATEMENT OF WORK (SOW)

SECTION C – DESCRIPTION/SPECS/ STATEMENT OF WORK (SOW)

Statement of Work (SOW)

The Contractor shall furnish the necessary personnel, materials, equipment, services, and Facilities (except as otherwise specified) to perform the following Statement Work/Specifications.

C.1 BACKGROUND

C.1.1 The DOC's National Telecommunications and Information Administration (NTIA) is committed to preserving the stability and security of the Internet domain name system (DNS) and maintaining an Internet that is open for economic growth and innovation. One of the many ways that NTIA supports this commitment is through its role in supervising the administration of the contract for the operation of the United States country code top-level domain (usTLD or .us domain). The usTLD serves as a home for American business, individuals, and localities for the benefit of the nation's Internet community.

C.1.2 The usTLD has been managed under a series of contracts administered by the DOC since 2001. The current contract has been in place since 2007 and will expire December 31, 2013. The usTLD is composed of locality space and second-level registrations. The DOC intends to procure the services of a Contractor to manage, maintain, and operate the usTLD under NTIA's supervision, in accordance with Federal Acquisition Regulation (FAR) Part 12.

C.1.3 The usTLD currently contains approximately 1,774,753 registered domain names, which include both second level registrations and locality based domain names. Registrations in the locality space reflect the political geography of the United States based on two-letter state abbreviations and divided further into localities, including cities, counties, parishes, townships, or local names (e.g., Alexandria.va.us). In addition to geographical locality names, the usTLD also includes certain affinity names, for example, STATE, FED, K12, LIB, and NSN (Native Sovereign Nation). Locality and affinity names collectively compose the "locality space." Individuals, organizations, and state and local governments received delegations to provide registry and registration services in the locality space. As of February 2013, approximately 3,675 known "delegated managers" supported a widely-distributed hierarchy within the usTLD. Prior to DOC's supervision of the usTLD, locality space delegations occurred without adequate records or service and technical requirements. To continue improvements and maintain the reliability and viability of the usTLD and locality space, the Contractor is required to maintain a delegated manager database and a WHOIS database. Delegated managers are required to execute an agreement imposing certain technical and service requirements, as well as maintain publicly accessible accurate WHOIS and dispute resolution procedures. The current delegated manager agreement also requires locality domain managers to execute contracts with the .us

name holders it serves to ensure that these requirements and policies flow through to all .us name holders. The Contractor shall serve as delegated manager at no cost for domain name holders whose delegated manager will not execute the required agreement or whose identity is unknown. Domain name holders who do not register any sub-domains or service any .us domain name holders must execute a locality name registration agreement. The Contractor shall provide free registry and registration services for localities without a delegated manager. DOC seeks proposals that continue the improvements to the locality space and further improve the management and structure of the usTLD locality space.

C.1.4 In 2001, the usTLD expanded its structure to allow second-level registrations directly beneath the usTLD (e.g., organization.us). To maximize competition for second-level registrations, the Contractor shall not provide registrar services in the second-level usTLD space (except as otherwise specified). As of February 2013, 184 accredited usTLD registrars served the second-level usTLD space. The Contractor may establish fees for related services (see C.3.2.1). DOC seeks proposals that would increase utilization of the second-level space beneath the usTLD in an effort to better mirror the naming structure and use of the global DNS and serve the needs of the usTLD community.

C.1.5 As part of the introduction of second-level domain name registrations, certain names including city, state and local names, Federal Government names, and others were reserved to ensure their availability to these entities. As registrar for these reserved names, the current contractor developed a registration process. At the conclusion of the limited registration of these names, the current contractor released (for registration by the public) all city, state, and government names not included on the permanent reservation list. In addition, prior to the release of the kids.us names for general registration, the current contractor reserved certain Federal Government names for registration by these government entities. The Contractor also serves as registrar for such names. DOC seeks proposals to maintain and manage the permanent reservations list and reservations registration system. DOC also seeks proposals that include processes to modify and update management of the permanent reservations list to include, at a minimum, proposed processes for release of certain names where appropriate and proposed processes that would allow for operators of reserved names to transfer their names to accredited .us registrars other than the Contractor if they so choose.

C.1.6 The Dot Kids Implementation and Efficiency Act of 2002 (The Dot Kids Act) requires the initial and successor contractors to establish, maintain, and operate a second-level domain in the usTLD to provide a safe space on the Internet for children aged 13 and younger. Kids.us sites must comply with certain content standards and exclude hyperlinks that direct visitors away from the kids.us domain. Notwithstanding the June 2012 determination to suspend operation of kids.us domain under the current contract, DOC seeks proposals to rejuvenate the

kids.us space to increase utilization, utility, and awareness of the kids.us domain.¹

C.1.7 As the Internet and the DNS have evolved, so has the Internet policy making environment. Along those lines, the Contractor shall develop and maintain a constructive relationship with the usTLD stakeholder community, including but not limited to, locality space domain name holders, delegated managers, and domain name registrants, and implement processes to ensure input into, and feedback on, the quality performance of the requirements of the usTLD contract. Therefore, DOC seeks proposals that include a multistakeholder process to facilitate consultation with stakeholders to propose, comment, and provide input into management of the usTLD. Any proposed mechanism for ongoing community consultation on matters related to management of the usTLD, including policy development, should reflect the tenets of the multistakeholder approach. The goals of the multistakeholder approach or process should, at a minimum, include ensuring that the needs of current usTLD domain name holders are considered, ensure stakeholders feel policies will enhance the user experience and utility of the usTLD space, and provide a platform for ongoing discussion of evolving and emerging DNS issues. The Contractor shall encourage the participation of delegated managers, locality registrants, second-level registrants, and other interested usTLD stakeholders in any such process.

C.2 SCOPE OF SERVICES

C.2.1 The Contractor shall provide centralized management and coordination of registry, registrar (where specified), database, and information services for the usTLD. The usTLD provides a domain for American business, individuals, and localities and the locus for registering domain names for benefit and service of the Internet community in the United States. As such, the DOC intends the usTLD be available to a wide range of registrants. Accordingly, the Contractor must achieve the following:

C.2.1.1 Ensure community consultation on the management of the usTLD space by developing and implementing a process using the multistakeholder approach to facilitate consultation with stakeholders to propose, comment, and provide input into the management of the usTLD, including policy development (see C.1.7).

C.2.1.2 Ensure that procedures and an accountability framework for delegation and administration of the usTLD support a more robust, certain, and reliable DNS.

C.2.1.3 Promote increased use of the usTLD, including kids.us, by the Internet community of the United States (including small businesses, consumers, not-for-profit organizations, and

¹ On July 27, 2012, NTIA determined that the kids.us domain was not serving its intended purpose as per the Dot Kids Act (Dot Kids Implementation and Efficiency Act 2002, Pub. L. No. 107-317) and suspended operation of the kids.us domain until such time as NTIA determines that the domain can be operated as intended. Per statutory requirement this solicitation contains a requirement to operate the kids.us space.

state and local governments), with a residence or bona fide presence in the United States by introducing enhanced technical and other services, disseminating information about the usTLD, and improving registration and customer services.

C.2.1.4 Create a centrally administered and efficiently managed structure that ensures registrant and consumer confidence, and infrastructure stability by coordinating delegations and implementing other appropriate functions.

C.2.1.5 Create a stable, secure, and flexible usTLD environment that is attractive to both business and individual users; advances and encourages innovation, growth, and use of the space; and that will meet the future demands of potential registrants.

C.2.1.6 Ensure continued stability of the usTLD, particularly during transition from the current management structure to the Contractor's proposed structure and to any successor Contractor's structure.

C.2.1.7 Manage the usTLD consistent with established technical and administrative requirements.

C.2.1.8 Adequately protect intellectual property in the usTLD as developments in the second-level and the locality usTLD space may necessitate. In the event of further expansion of the usTLD space, the Contractor shall implement a "sunrise period" for qualified trademark owners to pre-register their trademarks as domain names prior to the wider registration for non-trademark owners and a dispute resolution procedure to address "cybersquatting" conflicts between trademarks and domain names in the usTLD.

C.2.1.9 Establish and maintain consistent communication between the Contracting Officer's Representative (COR) and the usTLD community (as referenced in C.1.7).

C.2.1.10 Abide by existing policy frameworks and best practices for the administration of ccTLDs (see C.5.1 (iv)) as well as participate in the Country Code Name Supporting Organization (ccNSO) and other related ccTLD policy organizations.

C.2.1.11 Consistent with this solicitation, promote robust competition within the usTLD, including registration services, to ensure greater choice and improved services for usTLD users.

C.3 DESCRIPTION OF SERVICES

C.3.1 The Contractor will manage, maintain, and operate the usTLD under NTIA's supervision. The Contractor shall perform the required services for this acquisition as a prime Contractor, not as an agent or subcontractor. The Contractor may, however, provide the required services by coordinating the resources and services of entities other than the prime Contractor. The

Contractor shall be: (a) incorporated in one of the fifty states of the United States or the District of Columbia; or (b) organized under a law of a state of the United States or the District of Columbia.

C.3.1.1 The Contractor shall possess and maintain through the performance of this procurement a physical address within the United States and must be able to demonstrate that all primary registry services will remain within the United States (including the District of Columbia).

C.3.2 The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities to perform the requirements outlined in this Statement of Work without any cost to the U.S. Government.

C.3.2.1 On or after the effective date of this contract, the Contractor may establish and collect fees from third parties, other than the U.S. Government, for the requirements performed under this Contract. A possibility exists that the expenses incurred to perform the Contract may exceed the fees received during the base period or any option period of the Contract. The Contracting Officer shall approve such fees before they take effect, which approval shall not be unreasonably withheld and provided the fees are fair and reasonable.

C.3.2.2 In addition, the Contractor shall not implement any policies, procedures, rules, mechanisms, or execute any agreements or subcontracts in fulfillment of the Contract's requirements without the prior approval of the Contracting Officer, which approval shall not be unreasonably withheld.

C.4 CORE REGISTRY FUNCTIONS

C.4.1 The Contractor shall provide, at a minimum, the services listed below, although such services are not exhaustive of the requirements sought. The Contractor shall provide all systems, software, hardware, facilities, infrastructure, and operation for the following functions listed in C.4.2(i) – (xv), inclusive.

C.4.2 The Contractor shall:

- (i) Operate and maintain the primary authoritative server for the usTLD;
- (ii) Operate and administer a constellation of secondary servers for the usTLD;
- (iii) Compile, generate, and propagate the usTLD zone file(s);
- (iv) Maintain a publicly-accessible, accurate, and up-to-date registration (WHOIS) database for all usTLD registrations;

- (v) Maintain a publicly-accessible, accurate, and up-to-date registration (WHOIS) database of usTLD delegated managers and their associated delegated locality registrations;
- (vi) Establish a data escrow for usTLD zone file and domain name registration information, including all registration and delegated manager data;
- (vii) Comply with applicable Internet Engineering Task Force (IETF) RFCs, including RFC 1480, and Internet Corporation for Assigned Names and Numbers (ICANN) policies for the functions outlined herein;
- (viii) Promote awareness and increase registrations in the usTLD, including the second-level kids.us registration, and maintain a website with up-to-date policy and registration information for the usTLD;
- (ix) Develop and distribute to registrars provisioning protocol software and procedures to facilitate a secure and efficient interface with the usTLD registry and provide technical support to such registrars;
- (x) Perform annual technical compliance monitoring of locality delegees, and continually access zone file information for sub-delegees to compare the results with the centralized usTLD database to ensure the database is accurate and up-to-date;
- (xi) Ensure customer support and satisfaction by implementing procedures, guides, training, and other methods, as well as maintaining an automated reporting of registrar and registrant interaction with the usTLD registry;
- (xii) Ensure the security, reliability, and stability of the usTLD;
- (xiii) Implement and support Domain Name System Security Extension (DNSSEC) for the usTLD;
- (xiv) Serve as registrar for all reserved name registrations, including those in the kids.us second-level domain, and for all locality domains names not serviced by a delegated manager subject to an agreement with the Contractor. The Contractor will post a list of all reserved domains on a publicly-accessible website; and
- (xv) Develop and implement a process using the multistakeholder approach to facilitate consultation with stakeholders to propose, comment, and provide input into the management of the usTLD, including policy development (see C.1.7).

C.5 CORE POLICY REQUIREMENTS

C.5.1 The Contractor shall:

(i) Implement United States Nexus Requirement. The Contractor shall operate the usTLD as a country code top level domain intended to serve the Internet community of the United States, including businesses, consumers, individuals, not-for-profit organizations, and state and local governments with a residence or bona fide presence in the United States. In addition to the current policy set forth in RFC 1480 requiring that usTLD domain name registrations be hosted on computers located within the United States, the Contractor must implement a United States nexus policy for the locality-based usTLD structure and the second-level usTLD space.

(ii) Implement Registrar and Registrant Agreements. The Contractor shall establish contractual arrangements with all accredited usTLD registrars incorporating the requirements relating to usTLD policies such as nexus, WHOIS, and dispute resolution, and ensuring prompt, reliable, and effective technical and customer service. Such registrar agreements shall include a provision that will require registrars to offer DNSSEC services for new and renewed usTLD registrations. The Contractor shall require that each accredited usTLD registrar implement a registrant agreement that requires each registrant to agree to all applicable usTLD policies.

(iii) Implement a Uniform Domain Name Dispute Resolution Procedure and Sunrise Policy. The Contractor shall implement a uniform domain name dispute resolution procedure intended to resolve "cybersquatting" disputes in the usTLD. The Contractor may base such policy on other existing Uniform Domain Name Dispute Resolution Procedures and modify it as necessary to make such policy applicable to the usTLD specifically. The Contractor shall also implement a "sunrise period" for qualified trademark owners to pre-register their trademarks as domain names in the second-level usTLD space prior to the wider registration for non-trademark owners in the event future developments necessitate such action.

(iv) Abide by Existing Policy Frameworks and Best Practices for the Administration of ccTLDs. The Contractor shall abide by existing policy frameworks in the principles and procedures for the delegation and administration of ccTLDs, such as RFC 1591 Domain Name System Structure and Delegation, the Governmental Advisory Committee (GAC) Principles and Guidelines for the Delegation and Administration of Country-Code Top Level Domains, any ccTLD related policies, and any further official clarification of these policies unless inconsistent with U.S. law or regulation or otherwise directed by the DOC.

(v) Multistakeholder Consultation Process. The Contractor shall develop and implement a process using the multistakeholder approach to facilitate consultation with stakeholders to propose, comment, and provide input into the management of the usTLD, including policy

development (see C.1.7).

(vi) Implement and enforce policies concerning:

(a) Data Rights and Use. The Contractor shall prohibit the use of registrant and other data obtained from registrars and delegated managers for purposes other than providing usTLD administration services;

(b) Publicly Accessible, Accurate, and Up-to-Date WHOIS Database. The Contractor shall implement a policy that addresses continued public access to accurate WHOIS information, including a prohibition of proxy and anonymous services offered by registrars, registrar affiliates and partners, and delegated managers. The Contractor shall regularly monitor the current practices of registrars and delegated managers to ensure compliance with this requirement;

(c) Reserved Domain Names. The Contractor shall implement a policy to manage a list of permanently reserved names not available for registration, and if appropriate, the release of certain names that are currently reserved (see C.1.5 above);

(1) The Contractor shall post a list of all reserved names on a publicly accessible website.

(d) Domain Name Transfers. The Contractor shall implement a mechanism that facilitates the transfer of a domain name registration from one usTLD registrar to another usTLD registrar at the request of the domain name registrant.

(e) Redemption Grace Period. The Contractor shall implement a policy that allows registrants to restore domain name registrations within a reasonable time period after their expiration.

(f) Domain Name Review. The Contractor shall implement a policy that allows the Contractor the right to reasonably refuse registration of any domain name in the usTLD.

(g) Registration Abuse. The Contractor shall implement a policy that prevents and combats abuses of the usTLD registration system including practices that harm, mislead, or confuse consumers and that misuse intellectual property in the usTLD. This policy may include methods to curb the misuse of automated registration technologies and the add/drop grace period; and

(h) Other Policies. The Contractor may propose such other policies, amendments to current policies in this section (C.5.1), or additional procedures or mechanisms as are necessary to fulfill the Contract's requirements and increase the use of, or otherwise facilitate continued improvement of the usTLD.

(vii) Adhere to a Code of Conduct. The Contractor shall adopt a code of conduct requiring it to administer the usTLD impartially and without discriminating among or between eligible registrants, operate the usTLD in the public interest, and protect proprietary information of usTLD registrars.

C.6 LOCALITY-BASED USTLD STRUCTURE FUNCTIONS

C.6.1 The Contractor shall, at a minimum, incorporate the following into its policies and procedures for the locality-based usTLD structure:

(i) Provide Service for Existing Delegees and Registrants.

(a) The Contractor shall provide service and support for existing delegees and registrants in the locality-based usTLD structure.

(b) The Contractor shall develop and implement a procedure and a mechanism to ensure all delegated managers abide by usTLD policies and maintain certain minimum technical and service requirements for the locality registrants each serves. This shall include, at a minimum, the following:

(1) The Contractor shall develop appropriate minimum technical and service requirements for delegated managers;

(2) The Contractor shall develop a mechanism that facilitates each delegated manager's compliance with usTLD policies and requirements;

(3) With the consent of DOC, the Contractor shall rescind the delegation for delegated managers unwilling to agree to or abide by the usTLD policies and maintain minimum technical and service requirements;

(4) The Contractor shall serve as the delegated manager for a locality space when the Contractor has rescinded the delegation for any delegated manager as described in (3) above or the delegated manager for that locality space voluntarily relinquishes its delegation or seeks to change its status to become a locality registrant;

(5) The Contractor shall seek to identify all delegated managers and locality

registrants that are currently unknown; and

(6) The Contractor may propose amendments to current policies, additional procedures and mechanisms to facilitate continued improvement, use and utility of the locality space.

(ii) Provide Services for Undelegated Third Level Sub-Domains. The Contractor shall provide direct registry and registrar services for all other undelegated third-level locality sub-domains, including services for those names registered below CO (county) and CI (city) (e.g. Montgomery.co.us), and, undelegated affinity domains, such as those names registered below STATE, FED, K12, LIB, and NSN (e.g., agency.fed.us).

(iii) Maintain Modernized Locality-Based usTLD Processes. The Contractor shall maintain and update, as necessary, the existing automated locality-based usTLD delegation and registration process under the control of the usTLD administrator, including the electronic database of historical usTLD registration data.

(iv) Coordinate Locality-Based usTLD Users. The Contractor shall maintain a website for delegated managers, locality registrants, and other interested parties to provide information about the usTLD and to facilitate discussion of administrative, technical, customer service, and policy issues related to the operation and management of the locality-based usTLD structure.

(v) Maintain and Update WHOIS Database of usTLD Delegated Managers.

(a) The Contractor shall maintain, update, and make publicly available a database with current and verified contact information for all delegated managers in the usTLD, including locality-level and affinity second-level (where delegated) administrators and, where applicable, for all sub-delegations made by such locality-level or second level administrators.

(b) The WHOIS database shall support multiple string and field searching through a reliable, free, public, web-based interface.

(c) The WHOIS database shall, at a minimum, consist of the following elements:

(1) The name of the delegated manager;

(2) The Internet Protocol(IP) address of the primary nameserver and secondary nameserver(s) for the delegation;

(3) The corresponding names of such nameservers;

(4) The date of delegation;

- (5) The name, postal address, e-mail address, and telephone and fax numbers of the delegated manager;
- (6) The name, postal address, e-mail address, and telephone and fax numbers of the technical contact for the delegated manager;
- (7) The name, postal address, e-mail address, and telephone and fax numbers of the administrative contact for the delegated manager;
- (8) The website or other contact information through which the delegated manager accepts registrations under that delegation; and
- (9) The nexus category for the delegated manager and each of the other contacts listed above in C.6.1(v)(c)(5)-(7).

(vi) Maintain and Update Registrant WHOIS Database

(a) The Contractor shall maintain, update, and make publicly available a database with current and verified information for all locality-based usTLD registrants, including the registrants of delegated managers and, where applicable, registrants in delegated managers' sub-delegations.

(b) The WHOIS database shall allow multiple string and field searching through a reliable, free, public, web-based interface.

(c) The WHOIS database shall, at a minimum, consist of the following elements:

- (1) The name of the registered domain;
- (2) The IP address of the primary nameserver and secondary nameserver(s) for the registered domain name;
- (3) The corresponding names of such nameservers;
- (4) The name of the delegated manager for the registered domain (if any);
- (5) The creation date of the registration;
- (6) The name, postal address, e-mail address, and telephone and fax numbers of the domain name holder;
- (7) The name, postal address, e-mail address, and telephone and fax numbers of the technical contact for the domain name holder;
- (8) The name, postal address, e-mail address, and telephone and fax

numbers of the administrative contact for the domain name holder; and

(9) The nexus category for the domain name holder and each of the other contacts listed above at C.6.1(vi)(c)(6)-(8).

(vii) The Contractor shall establish a set of mechanisms to ensure the accuracy of WHOIS data obtained from the delegated managers and locality registrants. Such mechanisms shall include, at a minimum, periodic Contractor reviews, enforcement procedures, and an annual WHOIS report to the COR. These reports shall be provided to the Contracting Officer as deliverables under this Contract.

C.7 SECOND-LEVEL USTLD SPACE FUNCTIONS

C.7.1 The Contractor shall, at a minimum, incorporate the following into its policies and procedures for the second-level usTLD structure:

- (i) **Maintain Shared Registration System.** The Contractor shall maintain a shared registration system by which an unlimited number of accredited competing registrars may register, transfer, and update domain names for their customers in the second-level usTLD space (i.e., example.us), as well as obtain technical support.
- (ii) **Accredit usTLD Registrars.** The Contractor shall implement a process for accrediting registrars to register names in the second-level usTLD. Such process shall include a contract with each accredited registrar prohibiting proxy and anonymous registration services.
- (iii) **Technical Certification of usTLD Registrars.** The Contractor shall implement a technical certification process for registrars in the second-level usTLD space.
- (iv) **Other Policies.** The Contractor may propose such other policies, or amendments to current polices in this section, or additional procedures and mechanisms as are necessary to fulfill the Contract's requirements and increase use of or otherwise facilitate continued improvement of the usTLD.
- (v) **Maintain and Update the WHOIS Database.**
 - (a) The Contractor shall maintain, update, and make publicly available the WHOIS database with current and verified contact information for all expanded usTLD registrations, including kids.us second-level domains. The Contractor shall operate the WHOIS database at the registry level (not at the level of individual accredited registrars).
 - (b) The WHOIS database shall allow multiple string and field searching through a reliable, free, public, web-based interface.

- (c) The WHOIS database, at a minimum, shall consist of the following elements:
- (1) The name of the second level domain registered;
 - (2) The IP address of the primary nameserver and secondary nameserver(s) for the registered domain name;
 - (3) The corresponding names of such nameservers;
 - (4) The creation date of the registration;
 - (5) The name, postal address, e-mail addresses, and telephone and fax numbers of the domain name holder;
 - (6) The name, postal address, e-mail address, and telephone and fax numbers of the technical contact for the domain name holder;
 - (7) The name, postal address, e-mail address, and telephone and fax numbers of the administrative contact for the domain name holder; and
 - (8) The nexus category for the domain name holder and each of the other contacts listed above at C.7.1(iv)(c)(5)-(7).

(vi) The Contractor shall establish a set of mechanisms to ensure the accuracy of WHOIS data obtained from registrants. Such mechanisms shall include, at a minimum, periodic Contractor reviews, enforcement procedures, and an annual WHOIS report to the COR. These shall be provided to the Contracting Officer as Contract deliverables.

(vii) The Contractor shall not serve as a registrar in the second-level usTLD space, unless otherwise noted in this Statement of Work.

C.8 ENHANCED USTLD FUNCTIONS

C.8.1 The Contractor shall maintain existing applications and develop and implement additional applications, public resource second-level usTLD domains, .us directory services, a usTLD search engine, and other functional enhancements to increase the visibility, utility, and value of the usTLD to its users.

C.8.2 Multistakeholder Consultation Process. The Contractor shall develop and implement a process using the multistakeholder approach to facilitate consultation with stakeholders to propose, comment, and provide input into management of the usTLD, including policy development (see C.1.7). Any proposed mechanism for ongoing community consultation process should reflect the tenets of the multistakeholder approach. The Contractor shall

encourage the participation of delegated managers, locality registrants, second-level registrants, and other interested usTLD stakeholders (as identified in C.1.7) in any such process (see C.1.7).

C.9 KIDS.US SECOND LEVEL DOMAIN FUNCTIONS

C.9.1. The Contractor shall maintain and operate the second-level kids.us domain as a safe place on the Internet for children aged 13 or younger as required by the Dot Kids Act.

C.9.2. The Contractor shall establish written content standards for the kids.us domain that ensure access is limited to material that is suitable for minors and not harmful to minors as the Dot Kids Act, as may be amended, defines such terms.

C.9.3. The Contractor shall establish rules and procedures for enforcement and oversight to minimize the possibility the kids.us domain provides access to content that violates the Contractor's standards and requirements as required by the Dot Kids Act.

C.9.4. The Contractor shall establish a process for removing from the kids.us domain any content that violates the Contractor's standards and requirements, as required by the Dot Kids Act.

C.9.5. The Contractor shall establish a process to provide registrants in the kids.us domain with an opportunity for prompt, expeditious, and impartial dispute resolution regarding any registrant material excluded from the kids.us domain.

C.9.6. The Contractor shall ensure the accuracy of the contact information submitted by registrants and retained by registrars in the kids.us domain by maintaining and updating the WHOIS database for such domain as described above (see section C.7).

C.9.7. The Contractor shall establish contracts with all kids.us registrars that provide for:

(i) ensuring use of the kids.us domain will comply with the Contractor's standards and requirements for the domain;

(ii) requiring a written agreement with each kids.us registrant ensuring use of the kids.us domain will:

(a) comply with the Contractor's standards and requirements for the domain;

(b) prohibit two-way and multi-user interactive services in the kids.us domain unless the registrant certifies to the registrar that such services will comply with the kids.us content standards developed by the Contractor and are designed to reduce the risk of exploitation of minors using such two-way and multi-user interactive services; and

(c) prohibit hyperlinks in the kids.us domain that take such users outside the kids.us domain.

(iii) incorporate usTLD policies including those relating to nexus, WHOIS, dispute resolution, and domain name review.

C.9.8. The Contractor shall submit an annual report to Congress on the Contractor's monitoring and enforcement procedures for the kids.us domain as required by the Dot Kids Act.

C.9.9. The Contractor shall maintain the current kids.us Reserved List and provide registrar services as needed for such names. This list shall include those names that were registered prior to the current suspension of registrations. The Contractor shall provide the opportunity to those entities that had existing registrations prior to the suspension to re-register those names prior to re-establishing this space.

C.9.10. The Contractor shall serve as Content Manager and is therefore responsible for reviewing content at the initial registration stage and perform ongoing content monitoring while the kids.us site is active.

C.9.11. The Contractor shall work with the U.S. Internet community, children's advocacy groups, and other interested parties to increase utilization of the kids.us domain by, among other things, promoting awareness of such domain.

C.10 LICENSE TO USE USTLD AND KIDS.US PROMOTIONAL MARKS. The Contractor shall grant to DOC a worldwide, non-exclusive, non-transferable, right to use any of the usTLD and kids.us logos, slogans, or other promotional marks developed by the Contractor in performance of this contract.

C.11 CONFLICT OF INTEREST REQUIREMENTS

C.11.1 The Contractor shall take measures to avoid any activity or situation that could compromise, or give the appearance of compromising, the impartial and objective performance of the Contract (e.g., a person has a conflict of interest if the person directly or indirectly appears to benefit from the performance of the Contract). The Contractor shall maintain a written, enforced conflict of interest policy that defines what constitutes a potential or actual conflict of interest for the Contractor. At a minimum, this policy must address conflicts based on personal relationships or bias, financial conflicts of interest, possible direct or indirect financial gain from Contractor's policy decisions, and employment and post-employment activities. The conflict of interest policy must include appropriate sanctions in case of non-compliance, including suspension, dismissal and other penalties. (See also the clause at H.8 Organizational Conflict of Interest).

C.12 SECURITY REQUIREMENTS

C.12.1 Secure Systems. The Contractor shall install and operate computing and communications systems in accordance with best business and security practices. The Contractor shall implement authenticated communications between it and its customers when performing all requirement of this Contract and shall document such practices and the configuration of all systems.

C.12.2 Secure Systems Notification. The Contractor shall implement and thereafter operate and maintain a secure notification system that is, at a minimum, capable of notifying all relevant stakeholders of such events as outages, planned maintenance, and new developments. In all cases, the Contractor shall notify the COR of any outages.

C.12.3 Secure Data. The Contractor shall ensure the authentication, integrity, and reliability of the data in performing all requirements of this contract.

C.12.4 Computer Security Plan. The Contractor shall develop and implement a computer security plan. The Contractor shall also update such plan annually and deliver such plan to the COR.

C.12.5 Director of Security. The Contractor shall designate a Director of Security, who shall be responsible for ensuring technical and physical security measures, such as personnel access controls. The Contractor shall provide the name of the designee prior to contract award and this person shall be designated as Key Personnel in the proposal. The Contractor shall notify and consult with the COR before changing personnel in this position in accordance with the Key Personnel Clause of this contract.

C.13 REPORTING REQUIREMENTS

C.13.1 Periodic Progress Reports. The Contractor shall propose a plan to, where appropriate, make reports publicly available unless prohibited due to proprietary business, security, technical, or privacy concerns or as otherwise prohibited by this Contract or by DOC.

C.13.2 Monthly Performance Progress Report. For the full period of the contract, the Contractor shall prepare and submit monthly written progress reports to the COR (no later than 15 calendar days following the end of each month) that contain both statistical and narrative information detailing the Contractor's progress towards meeting the Contract requirements.

C.13.2.1 Progress reports shall include the status of all major events, as well as major work performed during the reporting period, including technical status, problems encountered,

service outages or disruptions (if any), accomplishments and complications experienced in fulfilling the contract requirements, and projected significant changes, if any, related to the Contract requirements.

C.13.2.2 Reports must be submitted in such detail and form as the COR requires. Reports shall also provide performance data related to operation of the usTLD including, but not limited to, the following: the total number of registry transactions; the total number of registered domain names, the number of new, transferred or deleted registrations in the usTLD (including cumulative registrations over time); the number of delegated managers and changes in delegated managers in the locality-based usTLD space; the number of registrars accredited to register names in the second-level usTLD space, including the operational status of those registrars; the number of kids.us registrations, active sites, and any violations of Contractor's kids.us content standards; and any updates or modifications to the shared registration system made by the Contractor.

C.13.3 Revenue Financial Report. Within 30 days of the conclusion of the Contract's base period and each option period, the Contractor shall submit an uncertified financial report of the revenues received and expenses incurred in performing the Contract.

C.13.4 Final Report. The Contractor shall prepare and submit, within 60 days after the conclusion of the Contract, a final report on the usTLD that documents standard operating procedures, including a description of the techniques, methods, software, hardware, and tools employed in performing the requirements of this contract.

C.13.5 Security Audit Data and Reports. The Contractor shall generate and retain security process audit data and provide an annual audit report to the Contracting Officer and COR. The Contractor shall also provide to the Contracting Officer and COR specific audit data upon request.

C.13.6 Annual WHOIS Accuracy Report. The Contractor shall prepare and submit an annual WHOIS accuracy report. This report should include a statistical summary of the Contractor reviews and actions taken to correct inaccuracies reported and discovered.

C.13.7 Conflict of Interest Report. The Contractor shall develop and publish, subject to applicable laws and regulations, an annual Conflict of Interest Enforcement and Compliance Report. The report shall describe major events, problems encountered, and changes, if any, related to Section C.11.

C.14 INSPECTION AND ACCEPTANCE. The COR will perform final inspection and acceptance of all deliverables and reports articulated in Section C.13. Prior to publication/posting of reports (in the manner to be determined pursuant to Section C.13.1), the Contractor shall obtain

approval from the COR. The COR shall not unreasonably withhold approval.

C.15 TRANSITION TO SUCCESSOR CONTRACTOR. In the event the DOC selects a successor contractor, the Contractor shall ensure an orderly transition while maintaining continuity and security of operations. The plan for transition from the existing registry to a successor registry shall be submitted to the COR one (1) year after date of contract award, reviewed annually, and updated as appropriate.

**SECTION D
PACKAGING AND MARKING**

D. 1 PACKAGING AND MARKING

SECTION D - PACKAGING AND MARKING

RESERVED

SECTION E INSPECTION AND ACCEPTANCE

E. 1 INSPECTION AND ACCEPTANCE

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

The Contracting Officer's Representative (COR) will perform final inspection and acceptance of all work performed, communications, reports, and other services and deliverables related to Section C prior to any publication/posting called for by this Contract. The CO reserves the right to designate other Government agents as authorized representatives upon unilateral written notice to the Contractor, which may be accomplished in the form of a transmittal of a copy of the authorization. The Government reserves the right to inspect the premises, systems, and processes of all security and operational components used for the performance of all Contract requirements and obligations.

E.2 INSPECTION OF SERVICES—FIXED-PRICE (FAR 52.246-4) (Aug 1996)

- (a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.

- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—
- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
 - (2) Terminate the contract for default.

**SECTION F
DELIVERIES OR PERFORMANCE**

F. 1 DELIVERIES AND PERFORMANCE

SECTION F - DELIVERIES AND PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The base period of performance of this contract is three (3) years with the two one (1) year options.

F.2 PLACE OF PERFORMANCE

The Contractor shall perform all work at the Contractor’s facilities.

F.3 DISTRIBUTION OF DELIVERABLES

The Contractor shall submit **one (1) copy** to the CO and COR.

F.4 DELIVERABLES

F.4.1 The following are regarded as deliverables in accordance with Statement of Work that shall be provided to the CO during the course of performing this contract:

Clause No.	Clause	Deliverable	Due Date
C.13.1	Periodic Progress Reports	Periodic Progress Reports	
C.13.2	Monthly Performance Progress Report	Reports containing both statistical and narrative information, as described in C.13.2.1-C.13.2.2, detailing the Contractor's progress towards meeting the contract requirements.	Monthly. Reports are due to no later than 15 calendar days following the end of each month.
C.13.3	Revenue Financial Report	An uncertified financial report of the revenues received and expenses incurred under the contract.	Within thirty (30) days of the conclusion of the contract’s base period and each option period.
C.13.4	Final Report	A final report on the usTLD that documents standard operating procedures, including a description of the techniques, methods, software, hardware, and	60 days following the conclusion of the contract.

Clause No.	Clause	Deliverable	Due Date
		tools employed in performing the requirements of this contract.	
C.13.5	Security Audit Data and Reports	The Contractor shall generate and retain security process audit data and provide an annual audit report to the DOC's CO and COR.	Annually (starting one (1) year after contract award) and upon request of the CO and COR
C.13.6	Annual WHOIS Accuracy Report	Report should include a statistical summary of the Contractor reviews and actions taken to correct inaccuracies reported and discovered. (C.6.1.vii and C.7.1.v)	Annually starting one (1) year after contract award.
C.13.7	Conflict of Interest Report	The report shall describe major events, problems encountered, and any changes, if any, related to Section C.11.	Annually starting one (1) year after contract award.
C.15	Transition to Successor Contractor	Plan for the transition from the existing registry and the transition to a successor registry.	One year after Contract award. Report will be reviewed annually and updated as appropriate.
C.9.8	Annual kids.us Report to Congress	An annual report to Congress on the Contractor's monitoring and enforcement procedures for the kids.us domain as the Dot Kids Act, as may be amended, requires.	Annually. *The Contractor will notify the CO and COR when this report is submitted to Congress.

F.4.2 DELIVERABLES FORMAT

The Contractor shall submit all deliverables via email attaching the deliverable in Microsoft Word or such other format(s) as the CO or COR may require.

F.5 GOVERNMENT RIGHTS TO DELIVERABLES

All deliverables provided under this contract become the property of the U.S. Government.

F.6 GOVERNMENT REVIEW OF DELIVERABLES

The Government shall review all deliverables and determine acceptability. Any deficiencies shall be corrected by the Contractor and resubmitted to the Government within ten (10) workdays after notification.

F.7 REQUIRED DELIVERABLES

The Contractor shall transmit all deliverables so the deliverables are received by the parties listed above on or before the indicated due dates.

F.8 MEETINGS

Program reviews will be scheduled monthly and site visits will occur annually.

**SECTION G
CONTRACT ADMINISTRATION DATA**

G. 1 SECTION G

SECTION G - CONTRACT ADMINISTRATION DATA

Notwithstanding the Contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the Department of Commerce and the Contractor. The following individuals will be the Department of Commerce points of contact during the performance of the contract.

G.1 CONTRACTING OFFICER'S AUTHORITY

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

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

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

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

The COR is located at:
TBD

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

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

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

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H. 1 SPECIAL CONTRACT REQUIREMENTS

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL (CAR 1352.237-75) (APR 2010)

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

personnel: NAME POSITION

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

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

H.2 ORGANIZATIONAL CONFLICT OF INTEREST (CAR 1352.209-74) (APR 2010)

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

(1) Are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this contract, and

(2) Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract.

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

(c) Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the contractor and all subcontractors. The contractor warrants that, to

the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the contractor has disclosed all relevant information regarding any actual or potential conflict. The contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting Officer of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

(d) Remedies. The Contracting Officer may terminate this contract for convenience, in whole or in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the contract for default, suspend or debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) Subcontracts. The contractor shall include a clause substantially similar to this clause, including paragraphs (f) and (g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. The terms "contract," "contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

(f) Prime Contractor Responsibilities. The contractor shall obtain from its subcontractors or consultants the disclosure required in FAR Part 9.507-1, and shall determine in writing whether the interests disclosed present an actual, or significant potential for, an organizational conflict of interest. The contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the contract to the satisfaction of the Contracting Officer. If the subcontractor's organizational conflict cannot be avoided, neutralized, or mitigated, the contractor must obtain the written approval of the Contracting Officer prior to entering into the subcontract. If the contractor becomes aware of a subcontractor's potential or actual organizational conflict of interest after contract award, the contractor agrees that the Contractor may be required to eliminate the subcontractor from its team, at the contractor's own risk.

(g) Waiver. The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the contractor may at any time seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer, including a full written description of the requested waiver and the reasons in support thereof.

H.3 RESTRICTIONS AGAINST DISCLOSURE (CAR 1352.209-72) (APR 2010)

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

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

H.4 COMPLIANCE WITH LAWS (CAR 1352.209-73) (APR 2010)

The contractor shall comply with all applicable laws, rules and regulations which deal with or relate to performance in accord with the terms of the contract.

H.5 DUPLICATION OF EFFORT (CAR 1352.231-71) (APR 2010)

The contractor hereby certifies that costs for work to be performed under this contract and any subcontracts hereunder are not duplicative of any costs charged 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, and not incidental to any other work, pursuit, research, or purpose of the contractor, whose responsibility it will be to account for it accordingly.

H.6 HARMLESS FROM LIABILITY

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, 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 CONTRACTOR IDENTIFICATION RESPONSIBILITIES

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

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

H.8 NOTICE REQUIREMENT

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

**SECTION I
CONTRACT CLAUSES**

I. 1 SECTION I

SECTION I - CONTRACT CLAUSES FEDERAL ACQUISITION REGULATION (FAR)

I.1 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 address:

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

I.1 52.227-17 RIGHTS IN DATA—SPECIAL WORKS (DEC 2007)

I.2 52.232-25 PROMPT PAYMENT (OCT 2008)

**I.3 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR
REGISTRATION (OCT 2003)**

I.4 52.243-1 CHANGES-FIXED PRICE (AUG 1987) Alternate I (APR 1984)

CLAUSES INCORPORATED IN FULL TEXT

I.5 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Definitions. As used in this provision—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at [Subpart 32.11](#)) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [Subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) 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) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

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

(i) Company legal business.

(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.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of clause)

Alternate I (Jul 2013). As prescribed in [4.1105\(a\)\(2\)](#), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the System for Award Management prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. If registration prior to award is not possible, the awardee shall be registered in the System for Award Management within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

16. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2013)

(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 provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

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

(B) Exceed the simplified acquisition threshold; and

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

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

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

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

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

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

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

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

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

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

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

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

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

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

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

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

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

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

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

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

___ (vi) [52.227-6](#), Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

FAR CLAUSE # TITLE DATE CHANGE

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

(End of provision)

I.7 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JULY 2013)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance

with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

- (c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) *Invoice*.
 - (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and

- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
 - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
 - (5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and
 - (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.
 - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.

- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) Central Contractor Registration (CCR).

- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)
 - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:
 - (A) Change the name in the CCR database;
 - (B) Comply with the requirements of Subpart 42.12 of the FAR;
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

I.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2013)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub.L.110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub.L. 109-282) (31 U.S.C. 6101 note).

- __ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub.L. 111-5).
- __ (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).
- __ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).
- __ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C Pub. L. 112-74, section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).
- __ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- __ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- __ (11) [Removed]
- __ (12) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- __ (ii) Alternate I (NOV 2011).
- __ (iii) Alternate II (NOV 2011).
- __ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- __ (ii) Alternate I (OCT 1995) of 52.219-7.
- __ (iii) Alternate II (MAR 2004) of 52.219-7. FAR 52.212-5 – August, 2013 edition

- __ (14) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637 (d) (2) and (3)).
- X (15) (i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (15 U.S.C. 637(d) (4)).
- __ (ii) Alternate I (OCT 2001) of 52.219-9.
- __ (iii) Alternate II (OCT 2001) of 52.219-9.
- __ (iv) Alternate III (JUL 2010) of 52.219-9.
- __ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- __ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a) (14)).
- __ (18) 52.219-16, Liquidated Damages–Subcontracting Plan (JAN 1999) (15U.S.C. 637(d) (4) (F) (i)).
- __ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- __ (ii) Alternate I (JUNE 2003) of 52.219-23.
- __ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- __ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- __ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

- X (23) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a) (2)).
- __ (24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).
- __ (25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).
- __ (26) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- __ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (APR 2012) (E.O. 13126).
- __ (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- __ (29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- __ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- __ (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- __ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- __ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496)
- __ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- __ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c) (3) (A) (ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i) (2) (C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b). FAR 52.212-5 – August, 2013 edition
- __ (37) (i) 52.233-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- __ (ii) Alternate I (DEC 2007) of 52.233-16.
- __ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (AUG 2011).
- __ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- __ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302 109-53, 109-169, 109-283, 110-138, Pub. L.112-41, 112-42 and 112-43).
- __ (ii) Alternate I (MAR 2012) of 52.225-3.
- __ (iii) Alternate II (MAR 2012) of 52.225-3.
- __ (iv) Alternate III (NOV 2012) of 52.225-3.
- __ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- __ (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

- ___ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note.)
 - ___ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - ___ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - ___ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - ___ (47) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - ___ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (JUL 2013) (31 U.S.C. 3332).
 - ___ (49) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
 - ___ (50) 52.232-36, Payment by Third Party (JUL 2013) (31 U.S.C. 3332).
 - X (51) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
 - ___ (52) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
 - ___ (ii) Alternate I (APR 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: *[Contracting Officer check as appropriate.]*
- ___ (1) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, et seq.).
 - ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep FAR 52.212-5 – August, 2013 edition 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
 - ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.)
 - ___ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
 - ___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).
 - ___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p) (1)).
- (d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d) (2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (October 2010) (29 U.S.C. 793).

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

(viii) 52.222-41, Service Contract Act of 1965, (NOV 2007), (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). __ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

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

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

I.9 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. 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 15 calendar days of expiration of the contract.

I.10 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor **within 15 calendar days before the expiration of the contract**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend **at least 30 calendar days before the contract expires**. The preliminary notice does not commit the Government to an extension.

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

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

I.11 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 31.101 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 electronically to the Contracting Officer addressed as follows: ahenson@ntia.doc.gov by obtaining written and dated acknowledgment of receipt from Alicia Henson.

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

I.12 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

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

(1) Furnish phase-in training; and

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

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

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

(2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's

approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

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

COMMERCE ACQUISITION REGULATION (CAR) CLAUSES INCORPORATED IN FULL TEXT

I.13 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010)

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

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

I.14 1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)

The contractor shall comply with all applicable laws, rules and regulations which deal with or relate to performance in accord with the terms of the contract.

I.15 1352.233-70 AGENCY PROTESTS (APR 2010)

(a) An agency protest may be filed with either: (1) The Contracting Officer, or (2) at a level above the Contracting Officer, with the appropriate agency Protest Decision Authority. See 64 FR 16,651 (April 6, 1999).

(b) Agency protests filed with the Contracting Officer shall be sent via email to: ahenson@ntia.doc.gov.

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address:

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

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

(e) Service upon the Contract Law Division shall be made as follows: U.S. Department of Commerce, Office of the General Counsel, Chief, Contract Law Division, Room 5893, Herbert C. Hoover Building, 14th Street and Constitution Avenue, NW., Washington, DC 20230. FAX: (202) 482-5858.

I.16 1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTESTS (APR 2010)

(a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.

(b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.

(c) Service upon the Contract Law Division shall be made as follows: U.S. Department of Commerce, Office of the General Counsel, Chief, Contract Law Division, Room 5893, Herbert C. Hoover Building, 14th Street and Constitution Avenue, NW., Washington, DC 20230. FAX: (202) 482-5858.

I.17 1352.242-70 POSTAWARD CONFERENCE (APR 2010)

A post award conference with the successful Offeror may be required. If required, the Contracting Officer will contact the contractor within 10 days of contract award to arrange the conference.

I.18 1352.246-70 PLACE OF ACCEPTANCE (APR 2010)

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

(b) The place of acceptance will be:
U.S Department of Commerce –
NTIA Office of International Affairs
1401 Constitution Avenue,
NW, Room 4701
Washington, DC 20230

I.19 1352.270-70 PERIOD OF PERFORMANCE (APR 2010)

(a) The base period of performance of this contract is from December 1, 2013 through November 30, 2016. If an option is exercised, the period of performance shall be extended through the end of that option period.

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

Period	Start Date	End Date
Option I	December 1, 2016	November 30, 2017
Option II	December 1, 2017	November 30, 2018

(c) The notice requirements for unilateral exercise of option periods are set out in FAR 52.217-9 (see Paragraph I.59 above).

**SECTION J
LIST OF ATTACHMENTS**

J. 1 LIST OF ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J1. Attachment 1 – Past Performance Questionnaire

**SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

K. 1 REPRESENTATIONS, CERTS, AND OTHER STMTS OF OFFEROR

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2011)

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is **519190**.

(2) The small business size standard is 500.

(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 (d) 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 (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

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

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

(B) Exceed the simplified acquisition threshold;

and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations— Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

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

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

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

[Contracting Officer check as appropriate.]

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

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

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

___ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the 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 that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

K.2 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

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

L. 1 SECTION L

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L.1 EVALUATION OF PROPOSALS

DOC will evaluate proposals and make an award in accordance with the evaluation criteria set forth in Section M of the Solicitation.

L.2 INCUMBENT CONTRACTOR

Neustar, Inc.

Contract No. DG133508CN0002

L.3 INCURRING COSTS

DOC shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate DOC for the expenditure of public funds in connection with this procurement.

L.4 NEWS RELEASES

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

L.5 NO ALTERNATE PROPOSALS ACCEPTED

An Offeror shall submit only one (1) fully compliant proposal in response to the solicitation. No alternate proposals will be accepted. If an Offeror submits more than one proposal, all proposals will be returned without evaluation since DOC would have no basis upon which to determine which of the proposals the Offeror desired to have evaluated.

L.6 PROPOSAL PREPARATION/SUBMISSION.

- a. All incomplete and/or non-compliant proposals may be removed from consideration and the Offeror notified. Offerors who fail to submit the requested information as detailed in this Solicitation by the proposal due date may not be considered for further evaluation.
- b. The Offerors shall include the physical address(es) of all locations at which any primary operations and systems are or will be located to support compliance with the MANDATORY FACTOR found in M.3.

- c. Offerors are required to submit the following items in response to the solicitation. Volume I shall not exceed a total of 400 typewritten, single space, double-sided sheets 8 ½ inch x 11 inch paper (i.e., 800 pages of text), excluding Resumes of proposed personnel (not to exceed three (3) pages per resume—double-sided) and Past Performance Questionnaires. Volume II should include Financial Information and Project Funding Strategy and will not be counted toward the page limitation. (Volume II has no page limitation.)
- d. Each proposal (original and copies) submitted in response to this solicitation must:
- Include all certifications, documents, reports and/or templates the Offeror proposes to use in fulfilling this acquisition.
 - Demonstrate clearly, concisely, and accurately, in written narrative form, the Offeror’s understanding of the current state of the usTLD domain space.
 - Present a detailed narrative describing the Offeror’s overall vision for future management of the usTLD, including how the Offeror proposes to make the usTLD more attractive and useful to United States Internet users and the Offeror’s expectations for the number of potential usTLD registrants.
 - Describe in detail how the Offeror will satisfy the individual requirements described in the SOW (Section C) of this Solicitation.
 - Describe how the Offeror will satisfy each of the individual requirements described in the “Description of Services” in Section C.3 of the SOW. (In the event that the provision of the required services will be accomplished through coordinating the resources and services provided by entities other than the prime Contractor, the quotation must explicitly indicate how the Contractor will ensure that the “Contractor Requirements” will be fulfilled.)
 - Include written policies (including implementation details) that the Offeror proposes to follow, as Contractor, to fulfill the requirements of this acquisition. Including:
 - (1) Describe in detail how the Offeror proposes to develop and implement a process using the multistakeholder approach to facilitate consultation with stakeholders to propose, comment and provide input into the management of the usTLD, including policy development (see C.1.7). The Offeror should include:
 - (a) An initial (representative, non-exhaustive) list of policies and requirements the Offeror anticipates could be addressed by the multistakeholder process.
 - (b) A description of how the Offeror and community would document that a transparent and accountable multistakeholder process was followed prior to

the Contractor presenting any proposed policy and/or requirement amendments to the community and DOC for review and approval.

- (c) A description of how the Offeror proposes to encourage participation of the usTLD stakeholder community (as described in C.1.7) and any other interested parties in the multistakeholder process.
- (d) A description of the Offeror's proposed criteria and/or milestones for evaluating its progress towards implementing a process using the multistakeholder approach to facilitate consultation with stakeholders to propose, comment, and provide input into the management of the usTLD, including policy development (see C.1.7). (These criteria and/or milestones may be specific or general but must allow for effective evaluation of the Contractor's implementation of this requirement. For example, the proposed description may include terms such as, creation of a community webpage, outreach event, etc.).
- (e) A description of how the Offeror will consider and incorporate the requirements of this solicitation in the development, implementation, and execution of a process using the multistakeholder approach to facilitate consultation with stakeholders to propose, comment, and provide input into the management of the usTLD, including policy development (see C.1.7). The Offeror should note that, in accordance with the requirements of this solicitation (see C.3.2.2) DOC retains the authority to not approve any new proposals arising from this process if the proposed policy is found to be in conflict with U.S. law, regulation or policy, in conflict with other requirements stipulated in the SOW, outside the scope of the SOW, or in any way jeopardize the security and stability of the usTLD. The Contractor shall submit its recommendations to the COR and Contracting Officer. Any proposed policy changes require approval of the Contracting Officer prior to implementation, which will not be unreasonably withheld (see C.3.2.2).
- (f) In making its recommendations, the Contractor shall also take into account the relevant U.S. frameworks and applicable laws of the jurisdiction that the TLD registry serves.

(2) Describe how the Offeror will implement a uniform domain name dispute resolution procedure intended to resolve disputes arising from "cybersquatting" applicable to the usTLD. The Offer may base such a policy on other existing Uniform Domain Name Dispute Resolution Procedures and modify it as necessary to make such policy applicable to the usTLD specifically. Offeror should propose any necessary modifications.

(3) Describe how the Offeror proposes to implement and enforce the United States nexus requirement intended to preserve the usTLD for use by the community of United States Internet users.

- (4) Describe in detail how the Offeror would propose to maintain and manage the permanent reservations list and reservations registration system.
- (a) The DOC also seeks proposals that include processes to modify and update the management of the permanent reservations list to include, at a minimum, proposed processes for the release of certain names where appropriate and proposed processes that would allow for operators of reserved names to transfer their names to accredited .us registrars other than the Contractor if they choose.
- (b) Describe in detail how (if at all) the Offeror will operate certain reserved list domains that present an opportunity for development of high value tools for the benefit of the American Internet community (e.g., .vote, .parks, U.S. zip codes).
- (5) Describe any proposed additional, alternative, or supplemental policies or programs the Offeror considers relevant and essential for organizing the locality-based usTLD space, and for developing the expanded usTLD space.
- (6) Describe any proposed additional, alternative, or supplemental policies or programs the Offeror considers relevant and essential for developing enhanced usTLD functions.
- (7) Describe any proposed additional, alternative, or supplemental policies or programs the Offeror considers relevant and essential for rejuvenating and developing the kids.us domain while taking into account the conditions for operation of kids.us as stipulated in the Dot Kids Act (as referenced in C.1.6).
- (8) Describe additional policies, procedures, or programs that address other considerations than those listed above that the Offeror considers relevant to its quotation.
- Describe, for the SOW requirement related to the development of a database of usTLD delegated managers, and the development of registrant WHOIS databases (both for the locality-based usTLD structure and the second-level usTLD space), how the Offeror would collect the necessary information and the technical and operational specifications of the databases.
- Include a proposed draft of any contract(s) that the Offeror proposes to use between itself, as Contractor, and usTLD delegated managers (which shall include “flow through” registration agreements to be used by locality-based usTLD registrants) considered necessary to ensure the stable operation of the locality-based usTLD structure and implement necessary policies. Note: The content of the final version of all such

contract(s) must be approved by the Contracting Officer before use by the Contractor in performance of the resultant purchase order.

- Include a proposed draft of any contract(s) that the Offeror proposes to use between itself, as Contractor, and second-level usTLD registrars to ensure the stable operation of the second-level usTLD space and implement the necessary policies (which shall include shared registration system license agreements, registrar accreditation agreements, and registrant agreements). Note: The content of the final version of all such contract(s) must be approved by the Contracting Officer before those contract(s) may be used by the Contractor in performance of the resultant purchase order.
- Include a proposed draft of any contract(s) that the Offeror proposes to use between itself, as Contractor, and kids.us registrars to ensure use of the kids.us domain complies with the Contractor's standards and requirements for the domain.
- Include resume(s) of key personnel (including education and experience credentials) that would perform and/or manage the requirements of this acquisition.
- Describe any services or functions, if any, the Offeror proposes to perform as part of usTLD management in addition to those listed in the SOW.
- Describe in detail the proposed mechanisms and community outreach for coordinating the current locality-based usTLD users and the mechanism by which the public can recommend, comment, on or discuss policies or procedures for the usTLD.
- In the event of any future expansion of the usTLD space, address the following considerations (1-6, inclusive) in the description of the registration process:
 - (1) How the Offeror proposes to address the potential initial "rush" for registrations as developments in the expanded usTLD space may necessitate;
 - (2) Describe the proposed application process for potential registrants;
 - (3) Describe the proposed mechanisms for ensuring that registrants meet registration requirements;
 - (4) Describe any proposed appeal process that could be used by the applicant as a result of Contractor denial of registration;

- (5) Describe any proposed procedure that would permit third parties to seek cancellation of a registration for failure to comply with restrictions imposed by the Contractor; and
- (6) How the Offerors will design and implement the “Sunrise Policy” that permits qualified trademark owners to pre-register their trademarks as domain names in the second-level usTLD space prior to the opening of the expanded usTLD space to wider registration, as developments in that space may necessitate.
- Describe, in detail, how the Contractor will fund the requirements of this acquisition at no cost to the United States Government.
 - Project/estimate and explain annual Contractor costs for this acquisition in such a way to permit the Government to match those costs to specific SOW Contractor Requirements.
 - Include detailed proposed financial plans, including, if appropriate, the manner in which fees levied for services rendered by the Contractor would be derived, considering cost plus a fair and reasonable profit.
 - Include a copy of the Offeror's last three (3) unaudited financial statements AND the most recent audited financial statement.
 - Describe, in detail, the technical facilities, equipment, software, hardware, and related technology that the Offeror would use to meet the requirements of this acquisition.
 - Include no more than three (3) past performance references for other efforts similar in scope to this acquisition that were completed by the Offeror (either as a prime Contractor or as a first-tier subcontractor) in the past five (5) years and/or currently in process. Each past performance reference must include the following information, items 1-9 inclusive:
 - (1) Contract Number/Purchase Order Number;
 - (2) Duration of the Contract/Purchase Order;
 - (3) Dollar Value of Contract/Purchase Order (Broken Down on a Per-Year Basis, if Applicable);
 - (4) Contract type of Contract/Purchase Order (e.g., firm-fixed-price, cost-plus-fixed-fee, cost-plus-award-fee, fixed-price with economic price adjustment);

(5) Name and Mailing Address of Customer Organization;

(6) Technical Point of Contact at Customer Organization for the Contract/Purchase Order, including Phone Number, Fax Number, and Email Address;

(7) Information Noted in I.4 above for an Alternate Customer Organization Point of Contact; and

(8) Detailed Description of the Effort Performed by the Contractor/Subcontractor under the Contract/Purchase Order.

(9) At the discretion of the Contracting Officer, a site visit to the Offeror's facility(ies) may also be requested and conducted by DOC personnel involved in this acquisition. The purpose of this visit would be to gather information relevant to the Offeror's submitted quotation. The Contracting Officer would arrange such a visit at least seven (7) days in advance with the Offeror.

- Describe, in detail, proposed performance measures that will provide accurate indicators of the Contractor's progress under the project and assessment of services offered.
- Include a completed copy of "Offeror Representations and Certifications" from this solicitation.
- An Offeror's proposal shall consist of two (2) volumes and sections as further described below. Proposals shall be placed in binder(s) with dividers clearly indicating the following sections.

Volume I – Technical Proposal

This volume shall contain the following information:

1. Technical Approach
2. Management Approach
3. Past Performance
4. Documentation Demonstrating Fulfillment of Mandatory Factor M.3

Volume II – Financial Information and Project Funding Strategy

This volume shall contain the following information:

1. Representations and Certifications (See clause at K.1)
2. Financial Statements – Each Offeror shall provide a copy of the last three (3) unaudited financial statements and the most recent audited financial statement.
3. Project Funding Strategy – Demonstrating financial fitness to perform the requirements of this acquisition and including reasonableness of proposed prices or fees to .us registrants and registrars.

L.7 QUESTIONS AND RESPONSES

All questions pertaining to the Solicitation shall be submitted electronically to the Contracting Officer. All questions must identify the author and company name. All questions pertaining to the Solicitation will be addressed by the Contracting Officer as appropriate, in accordance with federal acquisition laws and regulations. The identity of the author and associated company name of the question will not be divulged. All questions regarding the Solicitation are due by 4:00PM, Eastern Time (ET), October 28, 2013. Receipt of late questions will not result in an extension to the proposal due date, and DOC does not guarantee that a response will be provided to any late questions. Questions received regarding this solicitation after the above deadline may not be answered by the Government.

L.8 SUBMISSION REQUIREMENTS

All proposal documents shall be submitted as outlined below:

- a. The Offeror shall submit one proposal via electronic mail in a text searchable format using one of the following: PDF print-to-PDF format, and not in a scanned format, or MSWord format (please specify version). Send the proposal to AHenson@ntia.doc.gov.
- b. The proposal must not exceed a total of four hundred (400) typewritten, single space, double-sided sheets of letter-size paper 8 ½ inch x 11 inch paper (i.e., 800 pages of text), excluding resumes, subcontracts, conflict of interest plan, past performance information, representations and certifications, and financial information, project funding strategy, letters of transmittal, cover page, table-of-contents, subcontract proposals, and dividers . A foldout page counts as two (2) pages. Any information contained on pages that exceed the page limit will not be evaluated and will be removed by the Contracting Officer. The Offeror is strongly urged to be as succinct, clear, and concise as possible in writing the technical submission and adhering to the page limitation.

- c. The page margins shall be one (1") inch on all sides;
 - d. The type for all proposal documents (excluding charts and graphs) shall be black ink;
 - e. The characters per inch shall not exceed 12 characters per linear inch or be smaller than 12 point. A smaller font is acceptable for non-text items such as tables, graphics, and exhibits, but at no time should the font be smaller than 10 characters per linear size; and
 - f. The font shall be Calibri 12 pt.
- In addition to submittal by electronic mail, The Offeror shall submit on white, untextured paper **three** (3) originals and **one** (1) copy of the proposal to the following address:

Alicia Henson, Contracting Officer

U.S. Department of Commerce

NTIA, Room

1401 Constitution Avenue, NW

Washington, D.C. 20230

All delivered proposals shall be marked with the **Solicitation No. SB1335-RP-0086** on the outside of the package.

All proposal documents shall be received no later than 4:00PM, EST, in Washington D.C., October, 27, 2013.

(The required receipt date stated in paragraph L.8 applies to electronic copies as well as the hard copies.)

**SECTION M
EVALUATION FACTORS FOR AWARD**

M. 1 SECTION M

SB1335-13-RP-0086

SECTION M - EVALUATION FACTORS FOR AWARD

M.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.

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

M.3 INCORPORATED IN THE UNITED STATES – MANDATORY EVALUATION FACTOR

A proposal will only be considered if it is submitted by an organization that is (a) incorporated within one of the 50 states of the United States of America or the District of Columbia or (b) organized under a law of a state of the United States of America. The Contractor must be able to demonstrate that all primary registry services and requirements of the Contract will be performed within the United States (including the District of Columbia) and possess and maintain, throughout the performance of this Contract, a physical address within the United States (including the District of Columbia). The Contractor must demonstrate and document that all primary operations and systems will remain within the United States (including the District of Columbia), including by identifying the physical address(es) of all locations at which any primary operations and systems are or will be located. The Government reserves the right to inspect the premises, systems, and processes of all security and operational components used for the performance of all Contract requirements and obligations.

M.4 "BEST VALUE" DETERMINATION AND CONTRACT AWARD

DOC will evaluate proposals submitted in response to this solicitation for services and will award a contract to the technically acceptable, responsible Offeror whose proposal represents the best value to the Government. Technical Approach (Factor 1) and Management Approach (Factor 2) and Past Performance (Factor 3) and Financial Information and Project Funding Strategy (Factor 4) are significantly more important than proposed price(s) or fees to .us registrants. However, proof of satisfying section M.3 is a Mandatory Factor and failure to meet requirements outlined in section M.3 shall result in the elimination of the Offeror's proposal from the evaluation process. The evaluated price for all quotations, in terms of the price paid by the Government, will be \$0.00. This acquisition is being conducted under FAR Part 12, Acquisition of Commercial Items. Under FAR Part 12, solicitations are not required to state the relative order of importance assigned to each evaluation factor and subfactor, nor are they required to include subfactors.

M.5 BASIS OF CONTRACT AWARD

Award of the Contract will be made to the responsive, responsible Offeror whose proposal, conforms to the Solicitation Requirements and represents the Best Value to the Government as determined by an objective evaluation of the proposal in accordance with the Evaluation Criteria. The basis for award of a contract as a result of the Solicitation will be an integrated assessment based on the evaluation factors described below. To be eligible for source selection and contract award, the Offeror must meet the following conditions:

- Determined to be responsible according to the standards of FAR Subpart 9.1.
- Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the solicitation.
- Proposal is prepared according to instructions set forth in the solicitation and demonstrates the Offeror's capability to perform the scope of work required.
- The Government may select for award an Offeror whose cost data or projected funding ability is most complete, reasonable, and logical.
- The proposal is determined to offer the best value as a result of the above and the evaluation criteria listed in paragraph M.7.

M.6 EVALUATION CRITERIA

DOC will utilize the following factors for the evaluation of all proposals received in response to this solicitation. DOC will evaluate and make award to the Offeror providing the optimum services and capability to the Government. When evaluating proposals Factor 1 will be considered the most important, Factors 2 and 4 will be more important than Factor 3.

DOC will evaluate offers based upon the following evaluation criteria:

- Factor 1 Technical Approach
- Factor 2 Management Approach
- Factor 3 Past Performance
- Factor 4 Financial Information and Project Funding Strategy

M.7 TECHNICAL EVALUATION FACTORS

The technical evaluation factors are each described in detail, below.

Factor 1. Technical Approach

The Department of Commerce will evaluate the quality, completeness, responsiveness, relevance, and credibility of overall proposed technical approach for performing all of the requirements under this contract. Offerors must provide all certifications, documents, reports, proposed draft contracts and/or templates the Offeror proposes to use in fulfilling this acquisition, including proposed subcontracts. Each Offeror's Technical Approach must describe the following items:

The Offeror's must describe services, if any, the Offeror proposes to perform as part of the administration of the contract in addition to those listed in the SOW. However, these additional services cannot expand the scope of the contract.

Each Offeror must provide a detailed approach to meeting all of the needs and requirements as described in the SOW (Section C) C.2 Scope of Services, C.3 Description of Services, C.4 Core Registry Functions, C.5 Core Policy Requirements, C.6 Locality-Based usTLD Structure Functions, C.7 Second-Level usTLD Space Functions, C.8 Enhanced usTLD Functions, C.9 Kids.us Second-Level Domain Functions, C.10 License to Use usTLD and kids.us Promotional Marks, C.11 Conflict of Interest Requirements, C.12 Security Requirements, C.13 Reporting Requirements, C.14 Inspection and Acceptance, and C.15 Transition to Successor Contractor.

In responding to these requirements, the Offeror must address each of the specific requirements and portions thereof contained in the above-referenced sections. The following provides additional supplemental guidance on particular sections (without in any way altering the need to respond to and address all of the above-referenced requirements in detail).

Each Offeror must describe in detail how the Offeror proposes to develop and implement a multistakeholder process to facilitate consultation with stakeholders to propose, comment, and provide input into the management of the usTLD, including policy development that reflects the tenets of the multistakeholder approach. In addition, describe how the Offeror plans to encourage participation in such a process by the usTLD stakeholder community (see C.1.7). Further, describe how the Offeror intends to document that a transparent and thorough multistakeholder policy development process was followed prior to the Contractor presenting any proposed policy and/or requirement amendments to the community and the Department of Commerce for review. Offerors should include an initial (representative, non-exhaustive) list of policies and requirements the Offeror anticipates the community could undertake as part of the multistakeholder policy development process. This list may reflect comments received by the DOC in response to its January 2013 Notice of Inquiry issued in preparation for this

solicitation. In addition, the Offeror will submit criteria and/or milestones for evaluating the progress towards implementing a process using the multistakeholder approach to policy making in the development and execution of policies for the usTLD (these may be specific or general but must allow for effective evaluation of implementation, *i.e.*, creation of a community webpage, outreach event).

Each Offeror must provide a copy of the Offeror's Conflict of Interest Policy. The Offeror's Conflict of Interest Policy must describe the company's proactive steps for preventing Conflicts of Interest. Further, describe the steps the company will take to identify (and report) Conflict of Interest, (see H.5 Organization Conflict of Interest) to mitigate, to resolve identified apparent or actual Organizational Conflicts of Interest (pursuant to FAR Subpart 9.5 and Section H.3) during the performance of the Contract. The Offeror's proposal must include a list of all contracts the Offeror holds and is performing with DOC(including all sub-agencies and bureaus).

Each Offeror must describe, in detail, by identifying the physical address(es) of all locations technical facilities, as well as the equipment, software, hardware, and related technology that the Offeror will use to meet the requirements of this acquisition.

Factor 2. Management Approach

DOC will evaluate the quality, completeness, responsiveness, relevance, and credibility of overall proposed organizational resources and management controls to be employed to meet the performance and level of the effort needed. The ability to recruit, staff, and retain employees for this project is important. DOC will also evaluate the knowledge, skills, abilities, and certifications of the proposed personnel against the requirements identified in Section C of this Solicitation.

The Management Approach must cover the following information:

Brief history of the Offeror including (1) infrastructure; (2) Specific management plan for the contract including the identification of and plan to provide the technical resources and expertise necessary to provide the services described in Section C of this Solicitation. This includes the Offeror's plan and the ability to recruit, staff, and retain employees for this project. The Offeror must identify and describe the principal office for this contract and the total number employees to be assigned to the overall contract, and an organization chart depicting the layout of the proposed office structure, including identification of key personnel; (3) Provide resumes of proposed personnel that meet the requirements identified in Section C of this Solicitation.

Factor 3. Past Performance

Past Performance will be evaluated based on the quality of the Offerors' performance on relevant past or current contracts. Relevant is defined as those contracts that are the same or similar in nature and scope as the requirement outlined in the statement of work. Offerors must provide no more than three (3) past performance references for efforts similar in scope to this acquisition that were completed by the Offeror (either as a prime Contractor or as a first-tier subcontractor) in the past five (5) years.

The Government will use its discretion to determine the sources of past performance information used in the evaluation, and the information may be obtained from questions submitted by Offerors, contacts with other references provided by the Offerors, the agency's knowledge of contractor performance, other government agencies or commercial entities, or past performance databases.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror's proposal will be rated as "neutral."

NOTE: Offerors must provide the past performance questionnaire in Section J of this solicitation to their other clients/customers to be completed by them and returned to the Contracting Officer by the closing of this Solicitation. It is the responsibility of each Offeror to ensure its references are submitted to the Contracting Officer by this deadline.

Factor 4. Financial Information and Project Funding Strategy

Offerors must submit the following information to support this factor:

Project Funding and Reasonableness of Proposed Fees. The Offeror's proposal must include a Project Funding Plan containing a detailed description of how the Contractor will fund the requirements of this acquisition at no cost to the United States Government. The Offeror's proposal must project/estimate and explain the Offeror's annual costs, resources, and capabilities and financial fitness to fund this acquisition at no cost to the Government. Each Offeror must indicate whether they intend to charge fees. Contractor must describe those fees and submit documentation to justify that the fees are fair and reasonable. While both evaluated and rated as part of Factor 4, in the evaluation and rating of this Factor, the Offeror's financial fitness to fund the requirements of this acquisition is more important than proposed price(s) or fees to .us registrants.

The completed Representations and Certifications.

Financial Statements: Each Offeror must provide a copy of the last three (3) unaudited financial statements and the most recent audited financial statement.

M.8 RATING DEFINITIONS

The Evaluation Factors: Factor 1 Technical Approach; Factor 2 Management Approach; and Factor 3 Past Performance; and Factor 4 Financial Information and Project Funding Strategy will be evaluated using the rating definitions in the Table below.

ADJECTIVAL RATING	DEFINITION
EXCEPTIONAL	Offeror’s proposal demonstrates an exceptional understanding of the requirements. The approach exceeds the solicitation requirements for the factor, and may include innovative and unique elements. Two or more significant strengths exist. There are no significant or major weaknesses and no deficiencies.
VERY GOOD	Offeror’s proposal demonstrates a clear understanding of the requirements. The approach is of better than average quality and meets all, and may exceed some, of the requirements for the factor. There are no significant weaknesses and no deficiencies. Strengths clearly outbalance weaknesses.
SATISFACTORY	Offeror’s proposal demonstrates a clear understanding of the requirements. The approach is of average quality and meets all of the requirements for the factor. Significant weaknesses and be readily corrected, and there are no deficiencies.
MARGINAL	Offeror’s proposal demonstrates a minimal understanding of the requirements and the approach is a less than satisfactory and does not contain special advantages or benefits to the Government. There may be significant weaknesses but no deficiencies. Weaknesses outbalance strengths, but not to any great degree.

UNSATISFACTORY	Offeror’s proposal does not demonstrate an understanding of the requirements and the approach is of poor quality. There are significant weaknesses and/or deficiencies. Weaknesses clearly outbalance any strengths that may exist.
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ATTACHMENT 1

PAST PERFORMANCE QUESTIONNAIRE

A. Name of Contractor:

(Company name/Division)

B. Contract Number: _____

C. Description of organization for whom services were provided:

D. Description of contract effort and major deliverables:

E. Contract type: _____

(Fixed Price, Cost Reimbursable, Time, etc.)

F. Period of performance: _____

I. PERFORMANCE QUALITY

How well did the contractor provide quality services under the contract and the extent to which the services conformed to the contractual requirements.

Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	N/A

Comments, if any.

II. SCHEDULE PERFORMANCE

How well did the contractor adhere to delivery and administrative schedules under the contract or technical milestones; was the contractor's response to technical direction or the contractor's ability to meet interim and final milestone schedules on a timely basis?

Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	N/A

Comments, if any.

III. BUSINESS RELATIONSHIP

What was the quality of the business relationship that the contractor maintained with your organization?

Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	N/A

Comments, if any.

IV. ORAL AND WRITTEN COMMUNICATIONS

Please rate the quality of the contractor's oral and written communications, including oral presentations and written reports and studies.

Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	N/A

Comments, if any.

V. RESPONSE INFORMATION

The following information will assist in the analysis of the data. **This information will be kept confidential.**

Name of evaluator: _____

Address: _____

Phone/FAX/Email: _____

Position/Title: _____

Length of involvement in Program/Contract: _____

Source of Information/Documentation utilized to rate Performance Level:

Date Questionnaire Completed: _____

VI.COMMENTS (Additional comments are appreciated)

