# SOLICITATION, OFFER AND AWARD

| | | | |
|---|---|---|---|
| 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900) ▶ | RATING | PAGE 1 OF PAGES 50 | |

| 2. CONTRACT NUMBER | 3. SOLICITATION NUMBER | 4. TYPE OF SOLICITATION | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NUMBER |
|---|---|---|---|---|
| | 1333ND20QNB730015 | ☐ SEALED BID (IFB)<br>☐ NEGOTIATED (RFP) | | NB730040-19-00598<br>NB730040-19-00598 |

| 7. ISSUED BY | CODE | 8. ADDRESS OFFER TO *(If other than Item 7)* |
|---|---|---|
| NATIONAL INST OF STDS AND TECHNOLOGY<br>100 BUREAU DRIVE STOP 1640<br>BUILDING 301 ROOM B129<br>GAITHERSBURG MD 20899-1640 | 000SB | |

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

## SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in NIST until 11:00 AM ET *(Hour)* local time DEC 20, 2019 *(Date)*

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

| 10. FOR INFORMATION CALL ▶ | A. NAME | B. TELEPHONE *(NO COLLECT CALLS)* | | | C. E-MAIL ADDRESS |
|---|---|---|---|---|---|
| | | AREA CODE | NUMBER | EXTENSION | |
| | LAUREN PHELPS | 301 | 975-3062 | | lauren.phelps@nist.gov |

11. TABLE OF CONTENTS


| (X) | SEC. | DESCRIPTION | PAGES(S) | (X) | SEC. | DESCRIPTION | PAGE(S) |
|---|---|---|---|---|---|---|---|
| | | PART 1 - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | |
| X | A | SOLICITATION/CONTRACT FORM | 1 - 1 | | I | CONTRACT CLAUSES | - |
| X | B | SUPPLIES OR SERVICES AND PRICES/COSTS | 3 - 3 | | | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | |
| | C | DESCRIPTION/SPECS./WORK STATEMENT | - | | J | LIST OF ATTACHMENTS | - |
| | D | PACKAGING AND MARKING | - | | | PART IV - REPRESENTATIONS AND INSTRUCTIONS | |
| | E | INSPECTION AND ACCEPTANCE | - | | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER | - |
| | F | DELIVERIES OR PERFORMANCE | - | | | STATEMENTS OF OFFERORS | |
| | G | CONTRACT ADMINISTRATION DATA | - | | L | INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS | - |
| | H | SPECIAL CONTRACT REQUIREMENTS | - | | M | EVALUATION FACTORS FOR AWARD | - |


## OFFER *(Must be fully completed by offeror)*

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

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

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

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

| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)* |
|---|---|---|---|
| | | | |

| 15B. TELEPHONE NUMBER | | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | 17. SIGNATURE | 18. OFFER DATE |
|---|---|---|---|---|---|
| AREA CODE | NUMBER | EXTENSION | | | |
| | | | ☐ | | |

## AWARD *(To be completed by Government)*

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

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

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Previous edition is unusable

**STANDARD FORM 33** (REV. 6/2014)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

This solicitation is a Request for Quotations (RFQ). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2020-01, effective November 12, 2019.

The associated North American Industrial Classification System (NAICS) code for this procurement is 541690 – Other Scientific Technical and Consulting Services with a small business size standard of $16.5 Million.

This acquisition is being procured 100% set aside for Small Business concerns. FAR Part 12 and FAR Part 13.5 acquisition procedures will be utilized.

The Government intends to award one or more Indefinite Delivery/ Indefinite Quantity (IDIQ) contracts to provide technical support for National Institute of Standards and Technology (NIST) Cyber Physical Systems (CPS) and Smart Grid activities.

The maximum cumulative amount of all orders placed under the IDIQ contracts shall be $6,000,000.00, across all potential IDIQ contracts.

## SCHEDULE Continued

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0001 | Base Period: The Contractor shall provide Technical Support for Smart Grid / Cyber-Physical Systems Research and Standards in accordance with the attached IDIQ Statement of Work.<br><br>Period of Performance: One Year from Date of Award | **1.00** | LO | _____ | _____ |
| 0002 | Option Period 1: The Contractor shall provide Technical Support for Smart Grid / Cyber-Physical Systems Research and Standards in accordance with the attached IDIQ Statement of Work.<br><br>Period of Performance: One Year | **1.00** | LO | _____ | _____ |
| 0003 | Option Period 2: The Contractor shall provide Technical Support for Smart Grid / Cyber-Physical Systems Research and Standards in accordance with the attached IDIQ Statement of Work.<br><br>Period of Performance: One Year | **1.00** | LO | _____ | _____ |
| 0004 | Option Period 3:The Contractor shall provide Technical Support for Smart Grid / Cyber-Physical Systems Research and Standards in accordance with the attached IDIQ Statement of Work.<br><br>Period of Performance: One Year | **1.00** | LO | _____ | _____ |
| 0005 | Option Period 4: The Contractor shall provide Technical Support for Smart Grid / Cyber-Physical Systems Research and Standards in accordance with the attached IDIQ Statement of Work.<br><br>Period of Performance: One Year | **1.00** | LO | _____ | _____ |

## Table of Contents


Statement of Work - IDIQ....6
Instructions to Offerors....21
Evaluation Factors....27
Statement of Work - Mock Task Order....30
52.202-1 DEFINITIONS (NOV 2013)....37
52.203-3 GRATUITIES (APR 1984)....37
52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)....37
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)....37
52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)....37
52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)....37
52.204-6 UNIQUE ENTITY IDENTIFIER (OCT 2016)....37
52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)....37
52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)....37
52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)....37
52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)....37
52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)....37
52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)....37
52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MANAGEMENT (JUL 2016)....37
52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)....37
52.204-20 PREDECESSOR OF OFFEROR (JUL 2016)....37
52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)....37
52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (AUG 2019)....37
52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (AUG 2019)....37
52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (NOV 2015)....38
52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)....38
52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)....38
52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)....38
52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016)....38
52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION. (JUN 2018)....38
52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2018)....38
52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2018)....38
52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2018)....38
52.217-5 EVALUATION OF OPTIONS (JUL 1990)....38
52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)....38
52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)....38
52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)....38
52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)....38
52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)....38
52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)....38
52.225-18 PLACE OF MANUFACTURE (AUG 2018)....38
52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (AUG 2018)....38
52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)....38
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)....39
52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)....39
52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)....39

## Table of Contents

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)....39
52.232-1 PAYMENTS (APR 1984).... 39
52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)....39
52.232-11 EXTRAS (APR 1984).... 39
52.232-17 INTEREST (MAY 2014).... 39
52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)....39
52.232-25 PROMPT PAYMENT (JAN 2017).... 39
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013).... 39
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)....39
52.233-1 DISPUTES (MAY 2014).... 39
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)....39
52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)....39
52.242-13 BANKRUPTCY (JUL 1995).... 39
52.247-34 F.O.B. DESTINATION (NOV 1991).... 39
52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984).... 39
52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984).... 39
52.253-1 COMPUTER GENERATED FORMS (JAN 1991).... 40
1352.208-70 RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010).... 40
1352.209-70 POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010).... 40
1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)....40
1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010).... 40
1352.237-70 SECURITY PROCESSING REQUIREMENTS - HIGH OR MODERATE RISK CONTRACTS (APR 2010)....40
1352.237-71 SECURITY PROCESSING REQUIREMENTS - LOW RISK CONTRACTS (APR 2010).... 40
52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014).... 40
52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2019).... 40
52.216-18 ORDERING (OCT 1995).... 44
52.216-19 ORDER LIMITATIONS (OCT 1995).... 44
52.216-22 INDEFINITE QUANTITY (OCT 1995).... 45
52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)....45
52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989).... 45
52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)....45
52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)....46
52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).... 46
52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).... 46
1352.201-70 CONTRACTING OFFICER?s AUTHORITY (APR 2010).... 46
1352.201-72 CONTRACTING OFFICER`S REPRESENTATIVE (COR) (APR 2010).... 46
1352.215-72 INQUIRIES (APR 2010).... 47
1352.216-75 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (APR 2010).... 47
1352.216-77 CEILING PRICE (APR 2010).... 47
1352.233-70 AGENCY PROTESTS (APR 2010).... 47
1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTESTS (APR 2010)....48
1352.237-75 KEY PERSONNEL (APR 2010).... 48
1352.270-70 PERIOD OF PERFORMANCE (APR 2010).... 48
NIST LOCAL-04BILLING INSTRUCTIONS....49
NIST LOCAL-07COMPUTER SECURITY POLICY.... 49
NIST LOCAL-36TRAVEL NOTE....49
NIST LOCAL-55ELECTRONIC BILLING INSTRUCTIONS FOR DELIVERY/TASK ORDERS.... 50

# SMART GRID / CYBER PHYSICAL SYSTEMS RESEARCH AND STANDARDS TECHNICAL SUPPORT STATEMENT OF WORK

## I. INTRODUCTION

Cyber-physical systems (CPS) can be described as smart systems that comprise interacting digital, analog, physical, and human components engineered for function through integrated logic and physics. CPS and related systems, including the Internet of Things (IoT) and the Industrial Internet, are widely recognized as having great potential to enable innovative applications and impact multiple economic sectors in the worldwide economy. The Smart Grid is an example of a CPS.

## II. BACKGROUND

Under Title XIII, Section 1305 of the Energy Independence and Security Act (EISA) of 2007, the U. S. Department of Commerce, National Institute of Standards and Technology (NIST) has “primary responsibility to coordinate development of a framework that includes protocols and model standards for information management to achieve interoperability of Smart Grid (SG) devices and systems…” This role provides a catalyst for a more timely deployment of a secure and reliable smart grid that upgrades the aging electrical power grid infrastructure.

In mid-2014, NIST established the CPS Public Working Group (CPS PWG) to bring together a broad range of CPS experts in an open public forum to develop a shared understanding of CPS and its foundational concepts and unique dimensions. The CPS PWG promotes progress through exchanging ideas and integrating research across sectors and supports development of CPS with new functionalities.

One resulting product of the CPS PWG was the CPS Framework, a unifying framework that describes the range of unique dimensions of CPS (and Internet of Things) in terms of aspects, or groupings, of stakeholder-based concerns to be addressed during systems engineering development, and facets, “modes of thinking,” to organize activities and outputs in conceptualization, realization and assurance, compatible with any desired systems engineering approach. NIST has also established a CPS testbed. Other CPS-related activities include the IoT enabled smart cities (IES-cities) framework and the Global Cities Team Challenge collaborative platform, for the development of smart cities and communities.

## III. OBJECTIVES

**SMART GRID / CYBER PHYSICAL SYSTEMS RESEARCH AND STANDARDS TECHNICAL SUPPORT STATEMENT OF WORK**

The purpose of this acquisition is to establish a multiple award indefinite-delivery indefinite-quantity (IDIQ) contract which will provide technical support for NIST CPS and Smart Grid activities. NIST Smart Grid and CPS Program Office technical support requirements vary and are subject to rapidly developing and deploying technology; IDIQ support contracts are required to streamline the procurement process for these tasks.

Task orders issued under the multiple award IDIQ contract may be firm fixed price, labor hour, time & materials, or combinations of these contract types.

## IV. SCOPE

The scope of the resulting IDIQ contract(s) shall encompass support of NIST CPS and Smart Grid activities in the task areas detailed below. Any deliverables described in the tasks below are high-level examples of the types of deliverables that would be required under a given task order. Specific deliverables will be described in each individual task order issued under the IDIQ contract(s).

### Task 1: Support the Public Comment Process

Contractor shall support the public comment process on critical NIST CPS and Smart Grid related documents and activities. The contractor shall perform activities including and related to preparing draft Federal Register Notices and draft public comment responses. All final decisions on notices and responses to comments will be made by Government personnel.

*Deliverables*

Deliverables are document drafts, monthly reports, reports of comment responses and technical context. The monthly reports shall include meeting highlights, summary technical input provided, summary of relevant documents, and issues/concerns/roadblocks.

### Task 2: Provide Subject Matter Expertise

The Contractor shall participate as subject matter experts on relevant technical committees and working groups, including standard-developing organizations (SDOs) and standard-setting organizations (SSO), to provide CPS-related technical expertise. These groups shall be involved in CPS-related activities or sectors, such as smart buildings and infrastructure, smart transportation and mobility, smart grid, smart manufacturing, and smart health care. Contractor shall perform activities for the following: attend relevant meetings, provide technical expertise, assist in development of requirements, write appropriate material, and provide support to facilitate processes. All decisions regarding final requirements documents will be made by Government personnel.

*Deliverables*

Deliverables are document drafts and monthly reports. These reports shall include meeting highlights, summary technical input provided, summary of relevant documents, and issues/concerns/roadblocks.

**Task 3: Provide Program Management Support to Accelerate Standards**

Participate and contribute to specific Smart Grid and CPS-related standards technical committees and working groups in order to accelerate development.

Contractor shall participate on and contribute to specific technical committees and working groups, in organizations such as SEPA, NEMA, and others in order to accelerate standards development. Contractor shall work within the identified organization's processes (example, see https://sepapower.org) and engage stakeholders using a consensus-based process to accelerate the standards processed by the following: developing use cases, identifying gaps in standards with respect to those use cases, developing requirements that address the gaps and coordinating with SDOs/SSOs to develop or modify existing standards and guidelines that meet those requirements. This includes attending meetings (mostly virtual, although some could be face-to-face). The method of meeting will be defined at the task order level. All decisions regarding final requirements documents will be made by Government personnel.

*Deliverables*

Deliverables include monthly reports and document drafts. Monthly reports shall include meeting highlights, summary technical input provided, summary of relevant documents, and issues/concerns/roadblocks.

**Task 4: Organize and Facilitate Technical Meetings and Workshops**

Organize and facilitate technical meetings and workshops to gather input from the public or technical experts on critical CPS and smart grid subject areas, and research areas.

Contractor shall organize and facilitate technical meetings and workshops to gather input from the public or technical experts on critical CPS subject and research areas. Contractor shall perform the following activities: organizing workshops, obtaining venues as appropriate, developing agendas, assisting on marketing and invited speaker logistics, publicizing the event, booth setup, participating in workshop meetings and panels as appropriate, engaging attendees, and providing report on workshop results. All final decisions regarding technical meetings and workshops shall be at Government discretion.

Any of the following workshop types may be required

- Workshop Type A: Outside venue (not on NIST Gaithersburg campus), identifying and securing venue, agenda development, meeting facilitation, recording of minutes/discussions, reporting on workshop results.
- Workshop Type B: NIST Gaithersburg campus venue or other NIST-provided venue, agenda development, meeting facilitation, recording of minutes/discussions, reporting on workshop results
- Workshop Type C: NIST Gaithersburg campus venue or other NIST-provided venue, recording of minutes/discussions, reporting on workshop results
- Workshop Type D: NIST Gaithersburg campus venue or other NIST-provided venue, recording of minutes/discussions.

*Deliverables*

Deliverables include monthly reports and document drafts and workshop reports. Monthly reports shall include meeting highlights, summary technical input provided, summary of relevant documents, and issues/concerns/roadblocks. Support planning for research projects and facilities and testing and certification capabilities that support CPS and Smart Grid research.

**Task 5: Provide Research Support**

Support planning, implementation, and analysis for research projects, scientific facilities development, and testing and certification capability development support CPS and Smart Grid research.

Contractor shall support planning for research projects and facilities and testing and certification capabilities that support CPS and Smart Grid research.

Contractor shall perform the following activities: perform a needs assessment, develop a research plan, recommend physical laboratory plans and equipment, facilitate the development of a testing and certification framework, and provide technical analysis and write-up of the research outcome. All decisions regarding final needs and plans will be made by Government personnel.

*Deliverables*

Deliverables are monthly reports, laboratory plans, needs assessment reports, and framework documents. Monthly reports shall include meeting highlights, summary technical input provided, summary of relevant documents, and issues/concerns/roadblocks. Summary reports shall include full analysis of the projects including assessment, planning, theory, implementation, and technical analysis.

**Task 6: Support Coordination with Other CPS Efforts**

Support coordination of technical efforts with other CPS and smart grid systems efforts (internationally, nationally, and regionally). Contractor shall support coordination of technical efforts with other CPS efforts (internationally, nationally, and regionally) to ensure that the US effort is harmonized with the efforts of other countries and regions as well as nationally.

Contractor shall provide NIST information and technical analysis on the activities and priorities within other countries and regions, attending international, national or regional meetings that promote harmonization; support participating in technical and working group meetings that develop standards, guidelines, or policies in order to promote harmonization; providing logistical planning of the meetings.

*Deliverables*

Deliverables are summary reports on international, national and international activities; and monthly reports. Monthly reports shall include highlights, summary technical input provided, draft documents, and issues/concerns/roadblocks.

Unless otherwise specified, all reports, including monthly reports, are to be delivered electronically to the COR by the 10th day of each month during the performance period of each issued task order.

**Task 7: Support Testing Activities**

Assist in the realization of CPS and smart grid systems testing goals.

Based on the tasking requirements described by NIST, develop requirements documents, source code implementation, and test code to demonstrate the desired feature sets. All decisions regarding final requirements documents will be made by Government personnel.

*Deliverables*

Deliverables are software projects. They will consist of well-defined and documented components that can be directly used in the NIST CPS and Smart Grid Testbeds.

**Task 8: General Technical Support**

Accelerate the development of interoperability and technical innovation in CPS and smart grid systems efforts.

Create requirements documents, map existing standards to requirements, evaluate and analyze existing architecture, complete gap analyses of existing

standards at key interfaces throughout the architecture, develop roadmap(s)/framework(s) to guide standards/technology/innovation development and harmonization. All decisions regarding final requirements documents will be made by Government personnel.

*Deliverables*

Deliverables are document drafts and monthly reports. The monthly reports shall include any meeting highlights, summary technical input provided, summary of relevant documents, and issues/concerns/roadblocks.

## V. TRAVEL

Individual task orders may require contractor travel. If applicable, travel requirements will be detailed in task order RFQs including, and to the maximum extent practicable, the dates and location(s) for which travel is required.

The Contractor shall be responsible for making its own travel plans and arrangements for airline tickets, hotel reservations, car rental reservations, etc., as well as arranging for passports and visas if foreign travel is required.

All travel costs associated with the performance of task order requirements will be reimbursed in accordance with the Federal Travel Regulation (FTR), up to the not-to-exceed maximum identified in each awarded task order. Contractors shall be reimbursed only for Contracting Officer-authorized and approved incurred travel costs at or below the “not to exceed” amount specified on the task order. Travel cost invoices shall be submitted with itemized costs and supporting documentation, as applicable per the FTR. Time spent travelling is not billable, per the FTR.

## VI.OTHER DIRECT COSTS (ODCs)

Other Direct Costs (ODCs) may be required in the contractor’s performance of specific task orders issued. ODCs may include costs for meeting facilities, printing of material, signage, badges, and other expenses.

The Contractor shall include estimated ODCs as a not-to-exceed line item in task order quotations, unless otherwise instructed in a given task order RFQ. The NIST will evaluate ODCs as part of the task order request for quotation evaluation process, unless otherwise specified.

Contractors shall be reimbursed only for Contracting Officer-authorized and approved ODCs at or below the “not to exceed” amount specified on the task order. ODC invoices shall be submitted with itemized costs and supporting documentation.

## VII. INSPECTION AND ACCEPTANCE OF DELIVERABLES

Review of deliverables will be performed by the Contracting Officer’s Representative (COR). Each task order will specify the frequency and specific performance standards, acceptance criteria for deliverables. Timelines for reviews and re-submissions of deliverables will be defined in each task order. Deliverables must meet all requirements of the task order prior to acceptance.

## VIII. PLACE OF PERFORMANCE

Work under resultant task orders shall be performed at the Contractor’s site or at a National Institute of Standards and Technology site (as specified in task order RFQs), unless otherwise indicated in the task order.

## IX. PERIOD OF PERFORMANCE

The period of performance for the IDIQ contracts resulting from this Statement of Work shall be a one-year base period and four (4) one-year option periods. Individual task orders may have varying periods of performance within the limitations of this statement of work. Task orders may include options authorizing the Government to extend the period of performance or to exercise separately priced option line items for subsequent task order work.

## X. GOVERNMENT-FURNISHED PROPERTY, DATA, INTELLECTUAL PROPERTY AND INFORMATION

Government Furnished Information/Government Furnished Equipment (GFI/GFE) will be specified in each task order. All property, data and information provided by

the Government in the performance of this task will remain the property of the Government and must be surrendered to the Government upon completion or termination of the contract.

For on-site work at NIST facilities, telephones, facsimile machines, copiers and computer equipment will be authorized for transaction of official business only and shall not be used for personal business. Telephones, facsimile machines and computer equipment are subject to communications security monitoring at all times. Space used by Contractor personnel in performance of services may be used for other purposes during their absences. Items of clothing, personal effects, or equipment cannot be secured by the Government during their absence. The Government will not incur any liability for theft, damage to, or loss of such personal items.

## XI. DATA RIGHTS

The Government shall maintain unlimited data rights to all deliverables generated under task orders under this contract.

## XII. IDIQ CONTRACT LABOR REQUIREMENTS

This section describes the *mandatory* labor categories that the contractor shall make available under its IDIQ contract for use in task orders issued.

The contractor shall provide qualified personnel to perform the tasks identified in this Statement of Work and in subsequent task order RFQs. Aside from the single key personnel position identified and required at the IDIQ contract level (see Section XIII of this Statement of Work), key personnel shall be proposed and assigned at the task order level. The Contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets task order requirements.

The labor categories listed below, with associated minimum qualifications, are required for this IDIQ contract. Note that additional/higher education will not be accepted in lieu of the years of experience required for each labor category.

<u>IDIQ Program Manager:</u>
*Minimum Qualifications:* The IDIQ Program Manager shall have at least 10 years of experience in project management in the area of cyber-physical systems and

smart grid. Number of years of work experience and/or number of directly relevant publications shall be considered in determining the 10 years of experience. The IDIQ Program Manager must also have a Project Management Institute (PMI) Program Management Professional (PMP) certification (or equivalent).

*Duties:* The IDIQ Program Manager shall serve as the program manager for the IDIQ contract as a whole. The IDIQ Program Manager shall be responsible for overall management of all task order(s) and ensuring that the technical solutions and schedules of the task orders are implemented in a timely manner. The IDIQ Program Manager shall serve as the primary point of contact for the IDIQ contract as a whole and may supervise Task Order Program Managers.

Task Order Program Manager:
*Minimum Qualifications:* The Task Order Program Manager shall have at least 10 years of experience in project management in the area of cyber-physical systems and smart grid. Cyber-physical and smart grid experience shall include testing, standardization, and international activity, as shown by publication record (including conference talks and journal papers), experience leading and participating in standard setting organizations, and previous work experience. The Task Order Program Manager must also have a Project Management Institute (PMI) Program Management Professional (PMP) certification (or equivalent).

*Duties:* The Task Order Program Manager shall be responsible for the overall management of individual task order(s), including programmatic oversight.

Senior Subject Matter Expert (Technical Lead):
*Minimum Qualifications:* The Senior Subject Matter Expert (Technical Lead) shall have, at minimum, a Master's degree in Physics or Engineering and 10 years of cyber-physical and smart experience. Experience shall include testing, standardization, and international activity, as shown by publication record (including conference talks and journal papers), experience leading and participating in standard setting organizations, and previous work experience.

*Duties:* The Senior Subject Matter Expert shall provide advanced subject matter knowledge and technical leadership, for individual task order(s). Subject matter knowledge required may include: cyber-security, power systems, advanced communications, smart grid or CPS standards, smart sensors, timing, trustworthiness, testing and certification, co-simulation, distributed computing.

**SMART GRID / CYBER PHYSICAL SYSTEMS RESEARCH AND STANDARDS TECHNICAL SUPPORT STATEMENT OF WORK**

Subject Matter Expert:

*Minimum Qualifications:* The Subject Matter Expert shall have, at minimum, a Master's degree in Physics or Engineering. The Contractor shall have at least 5 years of experience in the technologies listed in the "Duties" section below. Proficiency shall be judged based on direct experience, with the number of years of work experience, and/or number of directly relevant publications.

*Duties:* The Subject Matter Expert shall provide subject matter knowledge and technical support for specific individual order(s). Subject matter knowledge required may include: cyber-security, power systems, advanced communications, smart grid or CPS standards, smart sensors, timing, trustworthiness, testing and certification, co-simulation, distributed computing.

Technical Analyst:

*Minimum Qualifications:* The Technical Analyst shall have at least a Master's degree or higher in Physics or Engineering. The Contractor shall have at least 10 years of experience in the technologies listed in the "Duties" section below. Proficiency shall be judged based on direct experience, with the number of years of work experience, and/or number of directly relevant publications.

*Duties:* The Technical Analyst shall provide technical expertise in a given task order. Skills required may include: cyber-security, power systems, advanced communications, smart grid or CPS standards, smart sensors, timing, trustworthiness, testing and certification, co-simulation, distributed computing.

Communications Analyst:

*Minimum Qualifications:* The Communications Analyst shall have, at a minimum, a Master's Degree in a science, engineering, or technology field, or the equivalent. The Communication Analyst shall have at least 5 years of experience in data analysis. Proficiency shall be judged based on direct experience, with the number of years of work experience

*Duties:* The Communications Analyst shall manage and analyze data from 1) workshops, 2) comments from a public comment process, and 3) other sources;

The Communications Analyst shall also provide general technical support.

## XIII. KEY PERSONNEL

One (1) IDIQ Program Manager, in accordance with the IDIQ Program Manager requirements identified in Section XII, is required as key personnel at the IDIQ contract level and shall serve as the primary point of contact for overall IDIQ contract management.

Additional key personnel may be required for individual task orders. Key personnel requirements will be included in task order requests for quotation.

## XIV. ORDERING AND IDIQ CONTRACT INFORMATION

A. **Task Orders:** The following procedures apply for this issuance of task orders should there only be one IDIQ contract awarded to one Offeror as a result of the solicitation.

a. Work shall be initiated only by issuance of a fully executed task order by the contracting officer. The work to be performed under these task orders must be within the scope of the SOW in Section C of the contract. The Government is only liable for costs expended under the terms and conditions of the contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized shall not be allowed.
b. The Contractor shall provide a quotation/proposal in response to a request for quotation/proposal under the contract. The quotation/proposal shall address the scope of work, specific tasks and deliverables detailed in the SOW/PWS of the applicable task order, and shall include the proposed firm fixed price(s). If travel is required, the Contractor shall include estimated travel expenses for the completion of the task order.
c. Based upon the quotation/proposal, the Contractor and the Government shall negotiate the number of hours and labor mix required to complete the task order, any changes in the scope of the work to be performed, the schedule, or the deliverables to be provided in the task order as needed.
d. Within five (5) working days following the conclusion of any negotiations, unless specifically stated otherwise in communications from the Contracting Officer, related to the quotation, the Contractor shall submit a revised quotation/proposal which reflects the negotiated agreement.

e. Task orders shall be considered fully executed upon signature of the contracting officer. The Contractor shall begin work on the task order in accordance with the effective date of the task order.
f. Each task order will specify the following to the maximum extent practicable: 1) Specific Tasks to be performed, 2) Deliverables and Due Dates, 3) Period of Performance, 4) Place of Performance, 5) Firm Fixed Price or Ceiling Price, 6) Any applicable reporting requirements, and 7) Any applicable Government-furnished property.

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

a. The contracting officer will provide each awardee a fair opportunity to be considered for each order exceeding $3,500 issued under the IDIQ contract. Streamlined processes may be used for task orders exceeding $3,500 up to $5.5 million. A request for quotations/proposals will be distributed to all contract holders and will contain, to the maximum extent practicable, the items detailed in c(i-v) below. If the order does not exceed the simplified acquisition threshold, the contracting officer need not contact each of the multiple awardees under the contract before selecting an order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order. The competition requirements in FAR Part 6 and the policies in FAR Subpart 15.3 do not apply to the ordering process.
b. For task orders exceeding the simplified acquisition threshold,
    i. Each order exceeding the simplified acquisition threshold shall be placed on a competitive basis in accordance with FAR 16.505 (b)(1)(iii)(B), unless supported by a written determination that one of the circumstances described at FAR 16.505(b)(2)(i) applies to the order and the requirement is waived on the basis of a justification that is prepared in accordance with FAR 16.505(b)(2)(ii)(B).
    ii. The Contracting Officer shall:
        i. Provide a fair notice of the intent to make a purchase, including a clear description of the supplies to be delivered or the services to be performed and the basis upon which the selection will be made to all contractors offering the required supplies or services under the multiple-award contract; and
        ii. Afford all contractors responding to the notice a fair opportunity to submit an offer and have that offer fairly considered.

c. For task orders in excess of $5.5 million, a RFQ/RFP will be distributed to all contract holders and will contain, at a minimum –
   i. A notice of the task or delivery order that includes a clear statement of NIST's requirements;
   ii. A reasonable response period;
   iii. Disclosure of the significant factors and subfactors, including cost or price, that the agency expects to consider in evaluating proposals, and their relative importance;
   iv. Where award is made on a best value basis, a written statement documenting the basis for award and the relative importance of quality and price or cost factors; and
   v. An opportunity for a post-award debriefing in accordance with FAR Subpart 16.505(b)(6).

d. Exceptions to the fair opportunity process: The contracting officer will give every contract holder a fair opportunity to be considered for a task order exceeding $3,500 unless one of the statutory exceptions detailed in FAR 16.505(b)(2) applies.

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

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

D. **Minimum and Maximum Orders:** NIST shall place orders totaling a minimum of $5,000.00 for each IDIQ contract. The amount of all orders issued under all

IDIQ awards shall not exceed $6,000,000.00 over the potential five-year ordering period of IDIQ contracts resulting from this solicitation.

## INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

GENERAL

Quotations shall to conform to the solicitation provisions and be prepared in accordance with this Section. Quotations shall be clearly and concisely written as well as neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of Quotations shall be numbered.

Quotations shall clearly demonstrate how the offeror intends to accomplish the project and must include convincing rationale and substantiation of all claims. Quotations shall contain sufficient detail for effective evaluation of the offeror's Quotation against the solicitation evaluation criteria.

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

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

Contracting Specialist: Lauren Phelps
Phone Number: (301) 975-3062
E-mail address: lauren.phelps@nist.gov

INQUIRIES

In accordance with CAR 1352.215-72 Inquiries, Offerors must submit all questions concerning this solicitation in writing to Ms. Lauren Phelps, Contract Specialist, at lauren.phelps@nist.gov and Mr. Keith Bubar, Contracting Officer, at keith.bubar@nist.gov.

Questions should be received by or before **December 3, 2019 at 11:00 AM ET**. Responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

QUOTATION SUBMISSION REQUIREMENTS

Quotations shall be submitted electronically, via email, to Ms. Lauren Phelps, Contract Specialist, at lauren.phelps@nist.gov and Mr. Keith Bubar, Contracting Officer, at keith.bubar@nist.gov.

**Quotations must be received electronically, in the format described in this Section, not later than December 20, 2019 at 11:00 AM ET.** Hand delivered Quotations will not be accepted. Facsimile Quotations will not be accepted.

QUOTATION FORMAT REQUIREMENTS

Quotations shall be submitted in two (2) volumes. Quotations shall include a Technical

Volume and a Business Volume as described in this Section.

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

**Volume 1: Technical Quotation**
Volume 1: Technical Quotation shall consist of the offeror's Quotation for the technical aspects of the requirement. *No price information shall be included in Volume 1: Technical Quotation.*

The Technical Quotation shall detail the offeror's capabilities and proposed means to be used to satisfy the requirements of the Statement of Work. The Technical Quotation shall not merely offer to perform work in accordance with the Statement of Work but shall outline the actual work proposed as specifically as practical. Repeating the Statement of Work without elaboration will not be acceptable.

*Page Limitations*
Volume 1: Technical Quotations shall have a page limitation of **45** single-sided pages. The Quotation cover page, executive summary, definitions for acronyms page, Table of Contents, list of tables/figures, resumes, schedule of proposed labor categories, and completed Past Performance Questionnaires (or CPARS assessments) will not count towards the page limits listed above for Volume I. Resumes shall be provided as an attachment to the volume, and each resume shall be limited to three (3) pages in length. Quotation contents that exceed the stated page limitations will be removed from the Quotation by the Contracting Officer, prior to turning the Quotation over to the Government evaluation teams and will not be considered in the evaluation.

*Formatting*
Text shall be formatted for 8½" x 11" paper, with a minimum one-inch margin all around. Pages shall be numbered consecutively. Print shall be of a minimum 12-point font size or a maximum 10 characters per inch spacing. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Graphic presentations, including tables, while not subject to the same font size and spacing requirements noted above, shall have spacing and text that is easily readable.

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

*Content*
The Technical Quotation shall address the following:

A. Executive Summary:
The Offeror shall provide an overview and synopsis of the technical Quotation, to be used as an aid in understanding the organization, content, and interrelationship of the technical Quotation material. The offeror shall provide a brief history of the creation and development of the company and a description of the legal structure and organization of the company. Joint ventures shall be clearly explained, to include the organization of each member of the venture, the construct of the joint venture, the relationship between the members of the joint venture and the Small Business Administration's approval of the joint venture. Information is to be formatted at a summary level and should represent only data found elsewhere in the Quotation. Any proposed unique approaches should also be highlighted. Price information shall not be included in this document. Reference to the Quotation areas containing substantiating information should be given when possible. The company officials to be contacted for information about the Quotation and/or notified of the selection decision should be identified.

B. Technical/Management Approach:
The Offeror shall clearly demonstrate its understanding and technical capability to successfully provide the products and services required to complete the parent IDIQ contract requirements. In doing so, the Offeror shall address the following:

- Technical Approach
  The Offeror shall clearly demonstrate understanding of requirements and ability to successfully complete each requirement identified in the parent IDIQ contract statement of work. Demonstration of ability shall include specific proposed plans to address each of the IDIQ contract task areas along with any unique approaches, tactics, and methodologies proposed.

- Management Approach
  The Offeror shall clearly describe its proposed approach and capabilities to successfully manage all task orders that may be issued under the IDIQ contract. The offeror shall clearly demonstrate the organization of its proposed team, clear lines of authority and communication, and its ability to manage the quality, cost and timely completion of all, including multiple concurrent, task orders issued under the IDIQ contract. This shall include an overview of the offeror's proposed processes for communicating with the Government.

- Staffing Approach and IDIQ Key Personnel
  The Offeror shall clearly describe its capabilities and approach to sourcing and staffing task orders with appropriate personnel, including its plan and abilities to recruit and retain appropriately qualified labor for task order requirements. The Offeror shall identify proposed IDIQ contract labor categories that will be available for use to complete any and all task orders that may be issued under the IDIQ contract. [*The offeror shall NOT include pricing (labor rates) for the labor categories in this schedule (labor rates shall only be included in the Volume II sections)]*. The list of labor categories shall include the labor category titles along with the proposed duties of the position and minimum qualifications of the position, which shall reflect the IDIQ Statement of Work requirements.

Offerors are *required to* propose the IDIQ labor categories (including the titles, duties and minimum qualifications) detailed in Section XII of the IDIQ Statement of Work. Offerors may also propose additional IDIQ contract labor categories, including title, duties and minimum qualifications, the offeror believes to be necessary for the IDIQ contract. The Offeror shall also provide a copy of the resume for its proposed IDIQ Key Personnel (IDIQ Program Manager).

C. Specialized Experience:

The Offeror shall provide at least three (3) examples of relevant specialized experience performing work on contracts of a similar size and scope that were completed or substantially completed within the last five years. The Offeror shall provide the following information for each example of specialized experience:

- Contract/Order Number
- Customer Agency/Entity
- Title of Effort
- Total Dollar Value
- Period of Performance
- Narrative Description of the effort that highlights similarities to the current IDIQ contract requirements

D. Mock Task Order:

The Offeror shall provide a mock task order technical Quotation which demonstrates understanding of the mock task order requirements and the proposed technical approach to performing the work. The technical approach shall clearly describe the processes that would be undertaken to complete the required tasks and to submit quality deliverables within the mock task order period of performance. The mock task order technical Quotation shall also include proposed labor inclusive of labor categories and level of effort, but shall *not* including any price information. The mock task order technical Quotation shall clearly demonstrate the rationale for the labor mix and level of effort proposed, and shall include resumes for the key personnel proposed for the mock task order. Offerors shall clearly demonstrate that the key personnel requirements of the mock task order Statement of Work have been met (see Section XII of the mock task order Statement of Work).

E. Past Performance:

Offerors shall submit past performance information in the form of completed Past Performance Questionnaires. The term “offeror,” as used here refers to the prime contractor and any of its proposed subcontractors. The attachment to the RFQ titled “Past Performance Questionnaire Template” shall be used. Offerors shall have their references complete the questionnaire for previous individual contracts of similar size and scope to this requirement. The Offeror shall then submit the questionnaires (completed and signed by their references) as attachments to the Quotation. The Offeror’s references shall not submit completed questionnaires directly to the government. The Offeror must submit the questionnaires completed by their references, as attachments to the quotation. However, in lieu of a completed Past Performance

Questionnaire, Offerors may submit official CPARS assessment reports, as attachments to the quotation.

It is recommended that Offerors provide at least 3 Past Performance Questionnaires for services similar in size and scope to those of this requirement, for work completed or substantially completed within the last five (5) years. If the Offeror performed as a subcontractor under a given previous effort, the Offeror should also clearly indicate the approximate percentage of work that the Offeror performed under each task/category of effort throughout the course of the contract.

Volume II – Business Volume

The Quotation Form (Standard Form 33), must be executed fully and used as the cover sheet (or first page) of this volume. ALL AMENDMENTS TO THE SOLICITATION MUST BE ACKNOWLEDGED ON THE SIGNED SF33 PAGE 1, OR ON ADDITIONAL PAGES IMMEDIATELY FOLLOWING THE SIGNED SF33 PAGE 1 IF NECESSARY.

Therefore, all Offerors must submit a signed and completed SF33 as part of their Business Quotation. However, Offerors are NOT requested to insert any pricing numbers/figures into the “Unit Price” or “Amount” fields for any of the CLINs in the Schedule. Those fields shall be left blank. Offerors shall follow the instructions in this section of the RFQ for providing pricing information.

Volume II of Offeror’s Quotation shall include a cover page and two separate sections A and B. *Please see specific instructions below for any document/formatting requirements for a given section*. All hourly figures shall be rounded to the nearest hundredth (two places to the right of the decimal). There is no page limitation for Volume II: Business Volume.

**Cover Page:**

The cover page shall include the following information:

(1)Solicitation number
(2)Date of submission
(3)Offeror’s corporate name, address, phone, and DUNS
(4)Authorized contractor representative name, title, phone number, and email address
(5) Affirmation that the offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

**Section A: IDIQ Contract Pricing**

Section A of Volume II shall include the Offeror’s proposed pricing for the IDIQ contract. The Offeror shall submit its proposed ceiling fully burdened hourly labor rates for each of the required IDIQ labor categories in MS Excel format, at minimum. The Offeror shall propose ceiling fully burdened hourly labor rates for each labor category for each year of the potential five-year IDIQ contract period of performance. The

Offeror shall assume for price Quotation preparation purposes that the IDIQ contract will begin on April 1, 2020. However, this date is not binding and the actual period of performance of the IDIQ contract base period of performance may have a different start date.

Hourly labor rates shall be proposed for all labor categories proposed for this requirement. The labor categories included in Section A shall match the labor categories proposed in the Offeror's Quotation Volume I.

**Section B: Mock Task Order Pricing**

Section B of Volume II shall include the Offeror's quoted pricing for the mock task order on a hybrid firm fixed price/labor hour basis in accordance with the following Contract Line Item Number (CLIN) structure:

- CLIN 0001: Task 1 - Support for the Public Comment Process (Labor Hour)
- CLIN 0002: Task 2 - One-Day Workshop Support (Labor Hour)
- CLIN 0003: Task 3 - Support for Final Standards Revision 4.0 (Labor Hour)
- CLIN 0004: Task 4 - Monthly Reporting (Fixed Price).
- CLIN 0005: Travel and Other Direct Costs (Not-to-Exceed)

CLINs 0001 through 0003 are Labor Hour CLINs for which the Offeror shall quote not-to-exceed price ceilings. The Offeror shall provide estimated labor category and level of effort information to support the price ceilings proposed for each CLIN. The offeror shall clearly demonstrate how the proposed ceiling prices for each CLIN were derived.

CLIN 0004 is a Firm Fixed Price CLIN for which the Offeror shall quote a firm fixed price and a fixed payment schedule based on submission of deliverables.

CLIN 0005 is for travel and other direct costs and shall be quoted on a not-to-exceed basis. The price quotation shall include a detailed itemized listing of estimated travel and other direct costs for CLIN 0005. Note that other direct costs under CLIN 0005 shall not exceed $1,000.00. The travel not-to-exceed value quoted shall be based on the offeror's estimated travel expenses in accordance with the Federal Travel Regulations.

## EVALUATION FACTORS (FAR 52.212-2 ADDENDUM)

The Government intends to award a multiple award Indefinite-Delivery, Indefinite-Quantity (IDIQ) type contract resulting from this solicitation to the responsible Offeror(s) whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. However, the Government reserves the right to make a single award if deemed to be in the best interest of the Government after evaluating Quotations.

The Government reserves the right to make an award to other than the lowest-priced Offeror or to the Offeror(s) with the highest technical rating if the Contracting Officer determines that to do so would result in the best value to the Government. The Contracting Officer intends to award without discussions but reserves the right to initiate discussions if necessary.

Upon receipt of Quotations, the Contracting Officer will review them to determine if each Offeror followed all of the Quotation preparation/submission instructions in this solicitation. A Quotation that did not follow the Quotation submission instructions to an extent that the Government cannot properly evaluate the Quotation in accordance with the stated evaluation factors may be deemed unacceptable and may not be further evaluated.

The following factors will used to evaluate offers. In determining best value, non-price factors A through D, when combined, shall be more important than price, Factor E. The Non-Price Factors A, B, C, and D are considered equally important.

**FACTOR A – TECHNICAL/MANAGEMENT APPROACH**
**FACTOR B – SPECIALIZED EXPERIENCE**
**FACTOR C – MOCK TASK ORDER**
**FACTOR D – PAST PERFORMANCE**
**FACTOR E – PRICE**

### Factor A: Technical/Management Approach:

Evaluation of the technical/management approach will consist of the following three (3) subfactors, each of equal importance:

1. **Subfactor A1: Technical Approach**

   The Government will evaluate the Offeror's technical approach to completing the requirements of the IDIQ Statement of Work for understanding of NIST's requirements, for the Offeror's capabilities to complete NIST requirements, and for the reasonableness, efficiency, and effectiveness of the proposed approach(es) to completing NIST's requirements.

2. **Subfactor A2: Management Approach**

   The Government will evaluate the offerors' Management Approach for reasonableness, effectiveness, and efficiency. The Government will consider the following:

   a. The offeror's proposed techniques and processes to ensure acceptable levels of task order performance, including quality, schedule, and price;
   b. The offeror's ability to potentially manage multiple, concurrent task orders at once, including associated administrative tasks, such as personnel continuity and invoicing, as well as actual task order efforts.

c. The offeror's proposed organization structure, to determine if the offeror's management team has appropriate management authority;
d. The offeror's proposed means of communication amongst its team members and with the Government;

**3. Subfactor A3: Staffing Approach & IDIQ Key Personnel**

The offeror's Staffing Approach will be evaluated for soundness and effectiveness in relation to the scope of the IDIQ task areas. The Government will consider the offeror's knowledge of, and relationships with, consultants in the SG/CPS community to determine the offeror's ability to recruit and retain appropriately qualified labor for task order requirements, considering the Government-provided IDIQ labor categories. The Government will evaluate the extent to which the offeror's proposed IDIQ labor categories comply with the Government's required IDIQ labor categories detailed in the IDIQ Statement of Work. The Government will also evaluate the offeror's IDIQ Program Manager key personnel for the degree to which the proposed individual meets or exceeds the minimum key personnel requirements.

**Factor B: Specialized Experience**

The Government will evaluate the Offeror's specialized experience for recency and degree of relevance to the Government's requirements. Specialized experience for projects completed or substantially completed within the last five (5) years will be considered. The Government will evaluate specialized experience for relevance to the IDIQ SOW requirements, including but not limited to: revising and implementing standards and roadmaps, including gathering and analyzing relevant data from a broad spectrum of sources and stakeholders, and identifying gaps in standards.

The Government will also evaluate specialized experience for relevance to SG/CPS related activities. Related activities include but are not limited to: cyber-security issues; facilitating SG/CPS meetings and workshops; performing needs assessment, developing research plans, and developing testing and certification programs in the area of SG/CPS; interactions with international Smart Grid activities; software and open source development and testing; providing SG/CPS subject matter expertise; and identifying use cases and requirements.

**Factor C: Mock Task Order**

The Government will evaluate the Offeror's mock task order approach and capabilities for the following:

a. The degree of understanding of the Government's mock task order requirements;
b. The reasonableness, effectiveness, and efficiency of the proposed technical approach to completing the mock task order requirements;
c. The reasonableness of the proposed labor mix and level of effort proposed;
d. The degree to which the resumes of the key personnel proposed for the mock task order meet or exceed the key personnel minimum requirements identified in the mock task order statement of work, and the degree to which the key personnel meet or exceed the preferred key personnel characteristics.

**Factor D: Past Performance**

The evaluation of past performance information will consider the extent to which the Offeror's

past performance for work completed or substantially completed within the last five years demonstrates the capability and capacity to provide high quality services within the scope of the SOW. The term “Offeror” here is defined as the prime contractor and any of its primary subcontractors.

The Government will evaluate Past Performance Information Questionnaires that are submitted, and any past performance information that the Offeror provides in its technical Quotation. The Government may also use data obtained from other sources. The Government will consider the relevance of the Offeror’s previous contracts to the subject requirement, and the Offeror’s performance on the previous contracts. Offerors without a record of relevant past performance or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on Past Performance, and will be assigned a Neutral rating. The Past Performance Information Questionnaire may be found as an attachment to the solicitation.

**Factor E: Evaluated Cost/Price**

Proposed pricing will be evaluated but not scored.

The Government will consider the offeror’s proposed ceiling fully burdened hourly labor rates for each of the Government’s required IDIQ labor categories. The Government will also consider the offeror’s proposed pricing for the mock task order.

Price evaluation will determine whether the proposed IDIQ and mock task order prices are complete, fair, and reasonable in relation to the RFQ requirements.

**MOCK TASK ORDER STATEMENT OF WORK**
NIST Smart Grid Framework Public Comment Adjudication

## I. BACKGROUND

Cyber-physical systems (CPS) can be described as smart systems that comprise interacting digital, analog, physical, and human components engineered for function through integrated logic and physics. CPS and related systems (including the Internet of Things (IoT) and the Industrial Internet) are widely recognized as having great potential to enable innovative applications and impact multiple economic sectors in the worldwide economy.

In particular, the Smart Grid is considered an example of a cyber-physical system, one in which NIST has a mandated role. Under Title XIII, Section 1305 of the Energy Independence and Security Act (EISA) of 2007, the U. S. Department of Commerce, National Institute of Standards and Technology (NIST) has "primary responsibility to coordinate development of a framework that includes protocols and model standards for information management to achieve interoperability of Smart Grid (SG) devices and systems…" This role provides a catalyst for a more timely deployment of a secure and reliable smart grid that upgrades the aging electrical power grid infrastructure. The framework, the NIST Framework and Roadmap for Smart Grid Interoperability Standards, Release 3.0 (see https://www.nist.gov/sites/default/files/documents/smartgrid/NIST-SP-1108r3.pdf) , is in the process of being revised for Release 4.0.

## II. OBJECTIVES

The NIST Smart Grid Framework for Interoperability Standards Release 4.0 will be released for public comment via web site and a workshop, and then comments adjudicated. The purpose of this task order requirement is to acquire technical expertise to support this process.

## III. CONTRACT TYPE:

The Government intends to issue a hybrid firm fixed price/labor hour task order for this requirement.

## IV. SCOPE OF WORK

The Contractor shall provide all support for project oversight, equipment, administration and technical execution of this task order. The Contractor shall be responsible for maintaining accurate records of project activities. The Contractor shall demonstrate the capability to provide sufficient technical expertise for all tasks. The Contractor shall provide technical expertise to accomplish the following tasks:

**MOCK TASK ORDER STATEMENT OF WORK**
NIST Smart Grid Framework Public Comment Adjudication

**Task 1: Support for the Public Comment Process (Labor Hour)**

The Contractor shall support the public comment process on the draft NIST Smart Grid Framework for Interoperability Standards Revision 4.0 through preparing a draft Register Notice and preparing a draft response to public comments.

*Deliverable 1a: Kick-Off Meeting and Project Plan*

The Contractor, including key personnel, shall meet with the COR and relevant NIST staff within one (1) week of the award of the task order. This meeting shall be held via web conference arranged by the Contractor. The Contractor shall present a project plan at this meeting that includes a work breakout structure for the requirement, as well as details on the roles and responsibilities of Contractor personnel, and how the Contractor plans to manage cost, communication, and risk for the requirement. Following this meeting, the Contractor shall make any requested revisions to the project plan and submit it via email to NIST within three (3) business days.

*Deliverable 1b: Draft Federal Register Notice*

The Contractor shall prepare and provide a draft Federal Register Notice (FRN) within 2 weeks of the Kick-Off meeting. The FRN shall request public comment on the draft NIST Smart Grid Framework for Interoperability Standards Revision 4.0. The FRN must follow FRN guidelines and include the Agency Name [National Institute of Standards and Technology (NIST), Department of Commerce]; the Action [Notice; request for comments]; the summary; dates to receive comments, addresses to send comments, contact information, and any supplementary information required.

*Deliverable 1c: Draft Responses to Public Comments*

The Contractor shall prepare and provide draft responses to all public comments received in response to the FRN. The Contractor shall provide the draft responses to NIST within two weeks after the closing of the FRN 60-day comment period. The Contractor shall present their responses in Excel spreadsheet form at a meeting with the COR and relevant NIST staff. This meeting shall be via web conference held by the Contractor. At this meeting, the Contractor shall edit the comments in real time based on feedback from the COR and relevant NIST staff and submit to the COR at the end of the meeting.

**Task 2: One-Day Workshop Support (Labor Hour)**

*Deliverable 2:*

The Contractor shall facilitate a one-day public workshop to obtain additional public comments.

The workshop will be held at the NIST Gaithersburg campus thirty days after the closing of the FRN. NIST will arrange for space, audio-visual requirements, and other venue-related requirements; the Contractor will not be responsible for these aspects of the workshop.

The contractor shall lead the one-day workshop and breakout sessions. The contractor must perform this task at the NIST Gaithersburg campus. The contractor shall develop an agenda in advance for NIST review and approval, direct attendees during the meeting, and arrange for name tags, signage, and other materials for the workshop as needed. The contractor shall take notes during the workshop and provide those notes to the COR in the form of a draft report. For planning purposes, the Contractor shall estimate 100 attendees with one plenary session and three breakout sessions.

**Task 3: Support for Final Standards Revision 4.0 (Labor Hour)**

The Contractor shall incorporate updates based on public comments into the final draft NIST Smart Grid Framework for Interoperability Standards Revision 4.0.

*Deliverable 3a:*

The Contractor shall provide (1) a draft NIST Smart Grid Framework for Interoperability Standards Revision 4.0 that includes material that has addressed the public comments and (2) a spreadsheet that correlates all public comments to their corresponding adjudication in the NIST Smart Grid Framework for Interoperability Standards, to the COR within one month of the end of the public comment period.

The contractor shall provide a revised draft NIST Smart Grid Framework for Interoperability Standards Revision 4.0 to the COR within one week of receiving comments from the COR.

**Task 4: Monthly Reports (Firm Fixed Price)**

The Contractor shall provide monthly reports on the status of all efforts. The monthly reports shall include any meeting highlights, summary technical input provided, costs incurred, summary of relevant documents, and issues/concerns/roadblocks. Monthly reports shall be submitted via email along with copies of any draft written deliverables in progress.

**V. OTHER DIRECT COSTS:**

The Contractor shall be responsible for printing of material for the workshop including agendas, signage, etc.

Other Direct Costs (ODCs) are Not to Exceed (NTE) the amount of $1,000. All cost shall be approved prior to being incurred. Contract shall include back-up documentation for all ODC costs when billing. ODC costs will be reimbursed at cost.

## VI. TRAVEL

This task order requires Contractor personnel to travel to NIST Gaithersburg, MD for the workshop. Contractor shall be responsible for making its own travel plans and arrangements for airline tickets, hotel reservations, car rental reservations, etc., as well as arranging for passports and visas if foreign travel is required. Travel approved in advance by NIST will be reimbursed in accordance with the Federal Travel Regulation.

## VI. INSPECTION AND ACCEPTANCE OF DELIVERABLES

Review of deliverables will be performed by the Contracting Officer's Representative (COR) who will respond with comments within 5 business days. The Contractor must address those comments within 5 business days. Deliverables must meet all requirements of the task order prior to acceptance.

## VIII. PLACE OF PERFORMANCE

The primary place of performance shall be the Contractor's site. The one-day workshop will be held at the workshop location at a National Institute of Standards and Technology site, (National Institute of Standards and Technology campus, 100 Bureau Drive, Gaithersburg, Maryland 20899)

## IX. PERIOD OF PERFORMANCE

The performance period of the task order shall be one year from the award of the task order.

## X. GOVERNMENT-FURNISHED PROPERTY, DATA, INTELLECTUAL PROPERTY AND INFORMATION

No Government Furnished Property will be provided for this task order.

## XI. DATA RIGHTS

The Government shall maintain unlimited data rights to all deliverables generated under task orders under this contract, pursuant to FAR clause 52.227-17 Rights in Data-Special Work.

## XII. KEY PERSONNEL QUALIFICATIONS

The following four (4) key personnel are required for this task order:

- One (1) Task Order Program Manager

  Minimum Qualifications:
  The Task Order Program Manager shall have at least 10 years of experience in project management in the area of cyber-physical systems and smart grid. Cyber-physical and mart grid experience shall include testing, standardization, and international activity, as shown by publication record

(including conference talks and journal papers), experience leading and participating in standard setting organizations, and previous work experience. The Task Order Program Manager must also have a Project Management Institute (PMI) Program Management Professional (PMP) certification (or equivalent).

Duties:
The Task Order Program Manager shall be responsible for the overall management of the task order.

- One (1) Senior Subject Matter Expert **(Cyber Security)**

Minimum Qualifications
The Senior Subject Matter Expert (Technical Lead) shall have, at minimum, a Master's degree in Physics or Engineering and 10 years of cyber-physical and smart experience. Experience shall include testing, standardization, and international activity, as shown by publication record (including conference talks and journal papers), experience leading and participating in standard setting organizations, and previous work experience.

Preferred Qualifications
- Five (5) or more years of experience in the development of strategic plans, technology roadmaps, and technology assessments related to Cyber Security
- One (1) or more prior experiences in the conduct of large (80+ participants) technical workshops that concentrate on external customers
- Knowledge of the technology, markets, and business models for products / potential products related to Cyber Security, as demonstrated by publication of at five (5) or more papers, reports, or other publications related to Cyber Security
- Membership in industry, academic, or government organizations or committees relevant to Cyber Security

Duties
The Senior Subject Matter Expert (Cyber Security) shall lead a workshop breakout session and, in conjunction with the other senior subject matter experts, be responsible for the technical aspects of this Statement of Work.

- One (1) Senior Subject Matter Expert **(Smart Grid Architecture)**

Minimum Qualifications
The Senior Subject Matter Expert (Technical Lead) shall have, at minimum, a Master's degree in Physics or Engineering and 10 years of cyber-physical and smart experience. Experience shall include testing, standardization, and

international activity, as shown by publication record (including conference talks and journal papers), experience leading and participating in standard setting organizations, and previous work experience.

Preferred Qualifications

- Five (5) or more years of experience in the development of strategic plans, technology roadmaps, and technology assessments related to Smart Grid Architecture
- One (1) or more prior experiences in the conduct of large (80+ participants) technical workshops that concentrate on external customers
- Knowledge of the technology, markets, and business models for products / potential products related to Smart Grid Architecture, as demonstrated by publication of at five (5) or more papers, reports, or other publications related to Smart Grid Architecture
- Membership in industry, academic, or government organizations or committees relevant to Smart Grid Architecture

Duties

The Senior Subject Matter Expert (Smart Grid Architecture) shall lead a workshop breakout session and, in conjunction with the other senior subject matter experts, be responsible for the technical aspects of this Statement of Work.

- One (1) Senior Subject Matter Expert **(Testing and Certification)**

Minimum Qualifications

The Senior Subject Matter Expert (Technical Lead) shall have, at minimum, a Master's degree in Physics or Engineering and 10 years of cyber-physical and smart experience. Experience shall include testing, standardization, and international activity, as shown by publication record (including conference talks and journal papers), experience leading and participating in standard setting organizations, and previous work experience.

Preferred Qualifications

- Five (5) or more years of experience in the development of strategic plans, technology roadmaps, and technology assessments related to Testing and Certification
- One (1) or more prior experiences in the conduct of large (80+ participants) technical workshops that concentrate on external customers
- Knowledge of the technology, markets, and business models for products / potential products related to Testing and Certification, as demonstrated by publication of at five (5) or more papers, reports, or other publications related to Testing and Certification

- Membership in industry, academic, or government organizations or committees relevant to Testing and Certification

Duties
The Senior Subject Matter Expert (Testing and Certification) shall lead a workshop breakout session and, in conjunction with the other senior subject matter experts, be responsible for the technical aspects of this Statement of Work.

**XIII. Federal Holidays:**

As determined by the Office of Personal and Management:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Operational Hours: The hours are 7:30 AM – 5:30 PM, Eastern Time, Monday – Friday, excluding Federal Government holidays (or any other holiday deemed to be a federal holiday by the President of the United States or the Office of Personal and Management).

52.202-1 DEFINITIONS (NOV 2013)
(Reference 52.202-1)

52.203-3 GRATUITIES (APR 1984)
(Reference 52.203-3)

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

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
(Reference 52.203-12)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)
(Reference 52.204-3)

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

52.204-6 UNIQUE ENTITY IDENTIFIER (OCT 2016)
(Reference 52.204-6)

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

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

52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)
(Reference 52.204-12)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
(Reference 52.204-13)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
(Reference 52.204-16)

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)
(Reference 52.204-17)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MANAGEMENT (JUL 2016)
(Reference 52.204-18)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
(Reference 52.204-19)

52.204-20 PREDECESSOR OF OFFEROR (JUL 2016)
(Reference 52.204-20)

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

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (AUG 2019)
(Reference 52.204-24)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (AUG 2019)

(Reference 52.204-25)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (NOV 2015)
(Reference 52.209-2)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)
(Reference 52.209-5)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
(Reference 52.209-7)

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

52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016)
(Reference 52.209-12)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION. (JUN 2018)
(Reference 52.209-13)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2018)
(Reference 52.212-1)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2018)
(Reference 52.212-3)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2018)
(Reference 52.212-4)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)
(Reference 52.217-5)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)
(Reference 52.222-18)

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

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)
(Reference 52.222-25)

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
(Reference 52.222-46)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
(Reference 52.225-14)

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)
(Reference 52.225-17)

52.225-18 PLACE OF MANUFACTURE (AUG 2018)
(Reference 52.225-18)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (AUG 2018)
(Reference 52.225-25)

52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

(Reference 52.227-1)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
(Reference 52.227-2)

52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)
(Reference 52.227-14)

52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)
(Reference 52.227-17)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
(Reference 52.229-3)

52.232-1 PAYMENTS (APR 1984)
(Reference 52.232-1)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
(Reference 52.232-8)

52.232-11 EXTRAS (APR 1984)
(Reference 52.232-11)

52.232-17 INTEREST (MAY 2014)
(Reference 52.232-17)

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
(Reference 52.232-23)

52.232-25 PROMPT PAYMENT (JAN 2017)
(Reference 52.232-25)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
(Reference 52.232-39)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
(Reference 52.232-40)

52.233-1 DISPUTES (MAY 2014)
(Reference 52.233-1)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
(Reference 52.233-4)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
(Reference 52.237-2)

52.242-13 BANKRUPTCY (JUL 1995)
(Reference 52.242-13)

52.247-34 F.O.B. DESTINATION (NOV 1991)
(Reference 52.247-34)

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

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
(Reference 52.252-6)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
(Reference 52.253-1)

1352.208-70 RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010)
(Reference 1352.208-70)

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

1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)
(Reference 1352.209-73)

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

1352.237-70 SECURITY PROCESSING REQUIREMENTS - HIGH OR MODERATE RISK CONTRACTS (APR 2010)
(Reference 1352.237-70)

1352.237-71 SECURITY PROCESSING REQUIREMENTS - LOW RISK CONTRACTS (APR 2010)
(Reference 1352.237-71)

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: Please see the "Evaluation Factors" document attached to this solicitation.

_____

_____

_____ [Contracting Officer shall insert the significant evaluation factors, such as

(i) technical capability of the item offered to meet the Government requirement;
(ii) price;
(iii) past performance (see FAR 15.304);

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer`s specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2019)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

XXX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

XXX (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

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

XXX (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved]

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

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

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

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

(13) [Reserved]

XXX (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

XXX (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Jan 2017) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Nov 2016) of 52.219-9.

(v) Alternate IV (Aug 2018) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

XXX (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2019) (15 U.S.C. 657f).

XXX (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

XXX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

XXX (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2019) (E.O. 13126).

XXX (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

XXX (28) (i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

(ii) Alternate I (Feb 1999) of 52.222-26.

XXX (29) (i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).

(ii) Alternate I (July 2014) of 52.222-35.

XXX (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(ii) Alternate I (July 2014) of 52.222-36.

XXX (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

XXX (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

XXX (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

XXX (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) (i) 52.223-9, Estimate of Percentage of Recovered Material 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) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun, 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun, 2016) (E.O. 13693).

(38) (i) 52.223-13, Acquisition of EPEAT(R) -Registered Imaging Equipment(Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Oct 2015) of 52.223-13.

(39) (i) 52.223-14, Acquisition of EPEAT(R) -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products(Dec 2007) (42 U.S.C. 8259b).

(41) (i) 52.223-16, Acquisition of EPEAT(R)-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

XXX (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(43) 52.223-20, Aerosols (Jun, 2016) (E.O. 13693).

(44) 52.223-21, Foams (Jun, 2016) (E.O. 13693).

XXX (45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

(46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

(47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41,112-42, and 112-43).

(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.

(48) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XXX (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XXX (55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

XXX (58) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

(60)(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.

(iii) Alternate II (Feb 2006) of 52.247-64.

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

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

(2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -Price Adjustment (Multiple Year and Option Contracts) (AUG 2018)(29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

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

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

XXX (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

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

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

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

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

(e)

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

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

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

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

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(viii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
(x) 52.222-36, Equal Opportunity for Workers with Disabilities(Jul 2014) (29 U.S.C. 793).
(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
(xii) 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.
(xiii) 52.222-41, Service Contract Labor Standards (AUG 2018),(41 U.S.C. chapter 67).
(xiv) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
(xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) 41 U.S.C. chapter 67.)
(xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
(xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
(xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
(xx) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224-3.
(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxiii) 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)

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from TBD after award through TBD after award
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) "Minimum order." When the Government requires supplies or services covered by this contract in an amount of less than $100.00. the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) "Maximum order." The Contractor is not obligated to honor--
(1) Any order for a single item in excess of $6,000,000.00.
(2) Any order for a combination of items in excess of $6,000,000.00. or
(3) A series of orders from the same ordering office within any number of days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section. days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor`s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor`s and Government`s rights and obligations with respect to that order to the same extent as if the order were completed during the contract`s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after TBD after award

(End of Clause)

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of Provision)

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

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

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

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 the contract period of performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
All Federal Acquisition Regulation (FAR) provisions may be viewed at http://acquisition.gov/comp/far/index.html. All Commerce Acquisition Regulations (CAR) provisions may be viewed at http://farsite.hill.af.mil/VFCARA.HTM

(End of Provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

All Federal Acquisition Regulation (FAR) clauses may be viewed at http://acquisition.gov/comp/far/index.html. All Commerce Acquisition Regulations (CAR) clauses may be viewed at http://farsite.hill.af.mil/VFCARA.HTM

(End of Clause)

1352.201-70 CONTRACTING OFFICER?s AUTHORITY (APR 2010)

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

(End of clause)

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

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

Phone Number: TBD at time of Award
Email: TBD at time of Award

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

(End of clause)

1352.215-72 INQUIRIES (APR 2010)

Offerors must submit all questions concerning this solicitation in writing to Ms. Lauren Phelps, Contract Specialist, at Lauren.Phelps@nist.gov . Questions should be received no later than December 3, 2019 at 11:00 AM ET calendar days after the issuance date of this solicitation. Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

(End of clause)

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

During the term of the contract, the Government shall place orders totaling a minimum of $5,000.00 . The amount of all orders shall not exceed $6,000,000.00 .

(End of clause)

1352.216-77 CEILING PRICE (APR 2010)

The ceiling price of this contract is $6,000,000.00 . The contractor shall not make expenditures nor incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the contractor?s own risk.

(End of clause)

1352.233-70 AGENCY PROTESTS (APR 2010)

(a) An agency protest may be filed with either: (1) the contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999)
(b) Agency protests filed with the Contracting Officer shall be sent to the following address: NIST/ACQUISITION MANAGEMENT DIVISION ATTN: KEITH BUBAR, CONTRACTING OFFICER 100 Buearu Drive, MS 1640 Gaithersburg, MD 20899
(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: NIST/ACQUISITION MANAGEMENT DIVISION ATTN: HEAD OF THE CONTRACTING OFFICE (HCO) 100 Bureau Drive, MS 1640 Gaithersburg, MD 20899

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.
(e) Service upon the Contract Law Division shall be made as follows:
U.S. Department of Commerce
Office of the General Counsel
Chief, Contract Law Division
Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230.
FAX: (202) 482-5858

(End of clause)

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

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

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

(End of clause)

1352.237-75 KEY PERSONNEL (APR 2010)

(a) The contractor shall assign to this contract the following key personnel:
TBD at time of Award

(b) The contractor shall obtain the consent of the Contracting Officer prior to making key personnel substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved by the Contracting Officer.
(c) Requests for changes in key personnel shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

(End of Clause)

1352.270-70 PERIOD OF PERFORMANCE (APR 2010)

(a) The base period of performance of this contract is from TBD at time of Award through TBD at time of Award . 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 | TBD at time of Award | TBD at time of Award |
| Option II | TBD at time of Award | TBD at time of Award |
| Option III | TBD at time of Award | TBD at time of Award |
| Option IV | TBD at time of Award | TBD at time of Award |

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

(End of clause)

NIST LOCAL-04 BILLING INSTRUCTIONS
(a) NIST prefers electronic Invoice/Voucher submissions and they should be emailed to INVOICE@NIST.GOV.

(b) Each Invoice or Voucher submitted shall include the following: (1) Contract Number. (2) Contractor Name and Address. (3) Date of Invoice. (4) Invoice Number. (5) Amount of Invoice and Cumulative Amount Invoiced to-date. (6) Contract Line Item Number (CLIN). (7) Description, Quantity, Unit of Measure, Unit Price, and Extended Price of Supplies/Services Delivered. (8) Prompt Payment Discount Terms, if Offered. (9) Any other information or documentation required by the contract.

(c) In the event electronic submissions are not used, The Contractor shall submit an original invoice or voucher in accordance with the payment provisions of this contract to:
NIST: Accounts Payable Office
100 Bureau Drive, Mail Stop 1621
Gaithersburg, MD 20899-1621

(End of clause)

NIST LOCAL-07 COMPUTER SECURITY POLICY

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

(END OF CLAUSE)

NIST LOCAL-36 TRAVEL NOTE
(a) The government will reimburse the contractor for all necessary expenses

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

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

(END OF CLAUSE)

NIST LOCAL-55 ELECTRONIC BILLING INSTRUCTIONS FOR DELIVERY/TASK ORDERS
NIST requires that Invoice/Voucher submissions are sent electronically via email to INVOICE@NIST.GOV.

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