



TASK ORDER REQUEST PROPOSAL:

**COMMERCE ACQUISITION FOR TRANSFORMATIONAL TECHNOLOGY
SERVICES (CATTS)**

**EDA'S GRANTS MANAGEMENT SYSTEM -
MISSION ESSENTIAL IT OPERATIONS, DEVELOPMENT AND SUPPORT**

FOR THE

ECONOMIC DEVELOPMENT ADMINISTRATION (EDA)

TASK ORDER 39

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1.0 General Instructions

This Task Order Proposal Request (TOPR) will result in a hybrid firm-fixed/labor hour price task order under the CATTS contract vehicle. The terms and conditions of the underlying contract will apply. All proposed services must be in accordance with all applicable master CATTS contract terms. Offerors shall be submitted in electronic format via email to CPalmer@doc.gov.

Please Note: The Government will not have an official Q&A session.

Contracting Officer: Courtney Palmer
202-482-7498

Proposals Due Date:

Phase 1: All interested parties must submit a request to participate no later than **September 2, 2025** to allow for scheduling. Phase 1 (Demonstrated Past Experience) submissions are due on **September 5, 2025**.

Phase 2: If Offeror is included in Phase II, after Firm Down-Select. The date and time for Phase II proposals will be provided in the down-select notification, but the target date can be found in Section 4.0 below.

Proposals are valid for 120 calendar days unless otherwise stipulated by the Offeror.

Proposals submitted to: CPalmer@doc.gov

Hard copies will not be accepted. **Files should use the following naming conventions:**

Offeror Name_Prior Experience_CATTS TO39

Offeror Name_Oral Briefing_CATTS TO39

Offeror Name_Price Volume_CATTS TO39

Offeror Name_Price Worksheet_CATTS TO39

In response to this TOPR, offerors proposal of their Prior Experience, Oral Briefing, and Price,.

The Government will conduct a streamlined evaluation of contractors currently holding CATTS IDIQ Contracts to establish a single-award task order. The information provided in the proposal shall be specific, and clearly and fully detail the Offeror's approach and capability to successfully perform the requirements described in the TOPR. The Government considers statements that the prospective Offeror understands, can, or will comply with the specifications, or statements paraphrasing the requirements or parts thereof, to be inadequate and unsatisfactory. The Government further considers mere reiteration of the requirement or standard reference material to also be inadequate and unsatisfactory. Statements such as "the Offeror understands" and "will comply with the technical requirements" will not be adequate. Similar phrases such as "standard procedures will be employed" or "well-known techniques will be used" will not be acceptable.

Additionally, offerors should ensure their proposals meet all stated requirements and comply with the following limitations and characteristics:

- Do not include marketing materials
- Margins (Top, Bottom, Right and Left) 1" (headers and footers are allowed in the margins)
- Submission shall be provided in electronic format

All font, including graphics and tables are to be Times New Roman 12 font with no exceptions

- Offerors must use 1 line spacing

- In the event the offeror creates an ambiguity in their numbering of pages, the Government may exercise its own discretion in counting pages in accordance with TOPR.
- Offers shall be submitted in a format machine readable by Microsoft (MS) Word 2007, MS Excel 2007, or in text searchable PDF format, as applicable.
- Page limits apply to each section as described in paragraph 3.0. Pages exceeding the specified minimum will not be evaluated.
- Proposals shall be subdivided into sections as follows:
 - One file consisting of Phase 1, Prior Experience
 - One file consisting of Phase 2, Oral Briefing (no more than 10 slides)
 - One file consisting of Section 2, Price Business Volume, excluding the Pricing Schedule Template (Attachment 2);
 - One file consisting of only the completed Pricing Schedule Template (Attachment 2) in Microsoft Excel.

2.0 Communications and Questions

The Government does not anticipate exchanges in the context of this FAR Part 16 task order competition; therefore, the Government reserves the right to establish a task order without further communication and exchanges. However, the Government reserves the right engage in exchanges. Communications, if held, shall be conducted electronically via the CPalmer@doc.gov email as identified in paragraph 1 above.

Award on Initial Responses

The Government anticipates selecting the best-suited Offeror from initial responses without engaging in exchanges with Offerors. Therefore, Offerors are strongly encouraged to submit their best technical and pricing proposals in response to this TOPR.

Exchanges with Best-Suited Contractor

Once the Government determines the offeror that is the best-suited (i.e. the apparent successful offeror), the Government reserves the right to communicate with only that offeror to address any remaining issues, if necessary, and finalize a task order with that offeror. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the Government, the Government reserves the right to communicate with the next best-suited offeror based on the original analysis and address any remaining issues. Once the Government has begun communications with the next best-suited Offeror, no further communications with the prior Offeror will be entertained until after the task order has been awarded. This process shall continue until an agreement is reached and the task order has been awarded. The Government is not obligated to communicate with every Offeror. The best-suited Offeror may be offered the opportunity to remedy any issues, if they exist, prior to task order award for any factor.

3.0 Proposal Organization

The proposal shall conform to task order provisions and be prepared in accordance with this section. To aid in evaluation, the proposal shall be clearly and concisely written, neatly presented, indexed (cross-indexed as appropriate), and logically assembled. All pages of each section shall be appropriately numbered and identified with the name of the offeror, the date, and the task order solicitation number.

Proposal materials shall be organized as stated in Section 1.0. Each Offeror shall provide all price information only in the Price Proposal. The Oral Briefing shall not contain any price information.

To be acceptable, the proposal must meet all of the constraints set forth in the Performance Work Statement (PWS) and applicable federal regulations.

4.0 Phased Procurement

The Government intends to conduct the proposal submission and evaluation process in two (2) Phases. There are three total factors:

Phase 1: Factor 1 – Demonstrated Prior Experience

Phase 2: Factor 2 – Oral Briefing

Phase 2: Factor 3 – Price

The factors are listed in descending order of importance. When combined, factors 1 and 2 are significantly more important than price (Factor 3).

A notional schedule for the procurement is below:

EVENT	DATE
Final TOPR Released	August 28, 2025
Phase 1 Submission Deadline	September 5, 2025
Notification of Firm Down-Select	Week of September 8, 2025
Phase 2 Submission Deadline	September 15, 2025
Oral Briefings	September 16 – 17, 2025
Negotiations (if applicable)	September 19, 2025
Award	September 20, 2025

4.1 Request to Participate

Prospective Offerors must send a Request to Participate Email, via email, to the Contracting Officer no later than 10:00am EST 9/2/2025. The Government requires the information below in order to schedule Oral Briefings. The email shall state the following elements for each offeror:

Full name of Prime Offeror that matches the CATTS awarded contract name

- Request to schedule an Oral Briefing
- Point of Contact, including name and email, of recipient for Oral Briefing meeting invite

The Request shall be submitted to the Contracting Officer.

4.2 Instructions: Phase 1 (Factor 1) – Demonstrated Prior Experience

The Offeror shall submit a PDF document, totaling no more than five (5) pages, detailing its prior experience as it aligns to the requirements of the PWS, specifically answering the three (3) questions listed below. Of the five pages, the Offeror is limited to describing **no more than four (4) projects** during the last **four (4) years from the release date of the solicitation**. **Each question should be addressed in at least two (2) of the projects**. The Offeror should consider that prior experience on contracts that are more technically relevant to this requirement

and similar in scope may instill higher confidence than experience on contracts that are less relevant and of smaller scope. The Offeror may include contracts on which they have performed or are performing work for at least 1 year, as a prime or subcontractor. The Offeror may also include contracts on which their proposed subcontractor or teaming partner has performed, or are performing work, as a prime or subcontractor. At least one of the four (4) projects must be from the Offeror as a prime. Experience of the Offeror as a Prime contractor may increase the Government's confidence. Projects that reflect more elements of each question may increase the Government's confidence.

Experience Questions:

Question 1: Describe your experience designing, developing, administering, and supporting a Salesforce based grants management system or systems of comparable complexity. In your response, address the following:

- System Operations and Tier 1-3 helpdesk support
- Salesforce platform administration
- Agile Delivery of system enhancements and backlog management

Question 2: Describe your experience enabling data Integration and analytics. In your response, address the following:

- Experience in the development and deployment of ETL pipelines using tools such as AWS Glue, AppFlow, or equivalent
- Enable end-user analytics by integrating Salesforce and other enterprise data sources with AWS-based data platforms (Amazon RDS, S3) and reporting tools (e.g. Power BI or equivalent)
- Data quality assurance, documentation, and user training related to reporting components.

Question 3: Describe how you have addressed challenges similar to those EDA faces listed below. Your responses should include context, steps taken to resolve it, and outcomes including lessons learned.

- Describe a time you supported multiple concurrent workstreams (e.g., platform operations, enhancements, data engineering). How did you manage resource allocation and avoid bottlenecks or single points of failure?
- Describe your experience with Salesforce Flow, Process Builder, and Apex Triggers? Explain how you decide which automation approach to use, and include an example of a custom solution developed using Apex?
- Describe your experience with Omni programming, and include an example of a custom solution you've built using OmniStudio?
- Describe a complex integration project you've done in Salesforce? What challenges did you face, and how did you resolve them?

Confidence in the contractor's ability to perform may increase when:

- Examples are directly aligned with the PWS requirements
- Descriptions are specific, outcome-based, and demonstrate a connection to EDA's mission
- Scenarios illustrate depth and relevance of experience, especially in federal or similarly complex environments.

4.3 Instruction: Phase 2 Submission (Factor 2) – Oral Briefing (10 slides)

Phase 2 consists of a single factor, Factor 2 – Oral Briefing.

The purpose of the Oral Briefing is for the Department to understand the Offeror's proposed solutions in meeting the requirements listed in the PWS. The Government will assess its level of confidence that the Offeror clearly and thoroughly understands the PWS, and responds to challenge questions and any other exchanges that occur during the briefing. This briefing also allows both parties (Offerors and the Department) to engage in an interactive dialogue session to ask and answer any questions. In addition to the overview of the PWS, the Offeror should consider the questions below:

Technical Approach and Solution Design

- Approach to delivering PWS Section 5 task areas
- Adaptability to EDA's evolving needs and agile delivery practices
- Use of Salesforce-native tools and integration with AWS data environment

Staffing Strategy and Key Personnel

- Proposed team roles, responsibilities, and labor categories
- Key personnel qualifications, including Salesforce credentials and relevant project experience
- Approach to onboarding, knowledge continuity, and risk mitigation

Confidence in the contractor's ability to perform may increase when:

- Presenters articulate their approach clearly and respond confidently to follow-up questions
- Key personnel align with proposed roles and demonstrate fluency in EDA-relevant topics
- Presentation reinforces the written submission

The Government intends for the oral briefing to proceed as follows:

Oral Briefing Portion	Oral Briefing Component	Total Time Allotment
1	Introductions and Rules of Engagement	N/A
2	The Offeror shall present its approach to the PWS and answer any other questions.	30-minute limit
3	The Government will caucus prior to interactive dialogue.	Up to 30 minutes
4	The Government and Offeror will participate in an interactive dialogue related to the information presented by the Quoter during the Oral Briefing.	Up to 30 minutes
5	The Offeror departs.	N/A
6	The Government may conduct an on-the-spot consensus evaluation.	N/A

Rules of Engagement for Oral Briefing:

1. The proposed Key Personnel and Offeror representative shall attend oral briefings. The team is expected to be able to answer any questions. No more than 4 Key Personnel shall attend the briefing.
2. The Offeror may not generally ask questions during the oral briefing. Any questions asked must be directed to the Contracting Officer and shall only deal with logistics and the conduct of the oral briefing. The Offeror is in control of its presentation and may choose not to present or respond to any question provided by the Government.
3. The oral briefing does not constitute discussions. Discussions are a FAR Part 15 term (15.306) **to which this procurement does not follow, nor does this procurement import any other FAR Part 15 procedures.** The Government will not ask questions that will invite or allow the Offeror to change its proposal. Everything that occurs within the confines of the Oral Briefing is part of the Oral Briefing. Oral briefings are distinct from the Government's reserved right to conduct exchanges.
4. Offerors can utilize any virtual drawing features or functions during the Oral Briefing provided in the web-based conference platform, as applicable.
5. The Offeror participants shall not reach back, by phone/conference bridge, e-mail, or any other means, to any other personnel or persons for assistance during the oral briefing.

Location:

The Government will hold oral briefings virtually, using Microsoft Teams. The virtual conference access information will be provided to the Offeror no later than the day prior to their scheduled oral presentation date. The Government will schedule with the Offeror to test the connection at a convenient time prior to the oral presentation.

By participating in the oral briefing, the Offeror acknowledges that it is in full compliance with all solicitation terms and conditions, in accordance with applicable laws and statutes. **Video or audio recording of oral briefing by Offerors is strictly prohibited.** The Government may video, or audio record oral briefings.

Offeror Participants:

The selected web-based conference platform, Microsoft Teams, will support approximately three to five (3-5) government participant users from different locations, and up to five (5) Offeror participants. Web links to the Offeror specific web-based conference platform shall not be shared with anyone other than the authorized government participants and the authorized Offeror participants and shall be treated as source selection sensitive. The Offeror participants in the oral briefings shall be limited to five (5) total participants, including the following key personnel:

1. Project Manager

The other four (4) participants are at the Offeror's discretion but must be current employees of the prime Offeror OR include a Letter of Intent that the Key Personnel will onboard upon issuance of award (no more than 1 page) (within the business/price volume) for that individual contingent upon successful award. The Offeror shall submit a list of representatives attending the oral briefing session to the CO, no later than one (1) business days before the Offeror's scheduled oral briefing. The list shall include the following details for each attendee:

1. Full Name
2. Title
3. Key Personnel Role (if applicable)
4. Email Address (for purposes of the electronic meeting invitation)
5. Phone Number

Non-Prime Offeror Participants

If the Offeror provides individuals that are not current employees of the Prime Offeror, then the Letter of Intent process should be followed as indicated above. Even with a Letter of Intent for a participant, the Government will not allow a participant to attend more than one oral briefing. The participation of an individual at more than one oral briefing may be grounds for dismissal and immediate rejection of the proposal. This includes the recurrence of the same non-Prime Offeror; even if there were different individuals participating across multiple oral briefings. Offerors shall be mindful of its proposed subcontractors, and oral briefing participants. A CATTs prime vendor may not participate in more than one Oral Briefing; if a prime vendor participates as a prime for a proposal submission it shall not participate as a subcontractor on another proposal.

Slides

Offerors may submit Microsoft PowerPoint slides to accompany their oral briefing. For Factor 2, the slide limit is **10**, however the Offeror is reminded to consider that the oral briefing is time-boxed and is encouraged to consider how many slides can be adequately covered during the oral briefing. The slides are only intended to serve as a visual aid/summary/talking point. The purpose of the session is for the Offeror to verbally present the answers and to interact with the government personnel. Slides WILL NOT BE EVALUATED. Slides are limited to a minimum font-size of 18, Times New Roman. If there are graphics or tables included, then a font size no smaller than 12 is permitted. The slide size must be in Standard (4:3) format. The verbal responses of the oral briefing are being evaluated, including any interactive dialogue responses, and any material not presented at the oral briefing will not be considered in the evaluation regardless of if it was included in the slide deck.

Oral Briefing Logistics

Offerors are responsible for matters such as sharing their screens, advancing the slides, coordinating handoffs between their team members, etc. For any portions of the briefing that are timed, the government will serve as the official timekeeper, however the government will not interrupt the briefing to share time remaining. The Offeror may ask for how much time remains at any point. The government is not required to delay the start of the session if anyone from the Offeror's team is late or experiencing individual technical difficulties.

4.4 Instruction: Phase 2 Submission (Factor3) – Pricing

The overall price proposal will be evaluated for its fairness and reasonableness.

The price evaluation will determine whether all the proposed prices are complete and reasonable in relation to the solicitation requirements and the awarded CATTs rates. Proposed prices must be entirely compatible with the technical proposal and consistent with the pricing requirements listed in this solicitation.

For purposes of the evaluation tradeoff analysis and best value determination, the offeror's price will be the total evaluated price as derived from the Price Schedule Template.

Any price proposal that does not provide a fair and reasonable price may be deemed unacceptable and removed from further consideration. The Government may reject any price proposal that is evaluated to be significantly non-compliant with the solicitation requirements, to have an unreasonable level of effort and or labor mix, to have an unreasonably high price, or to reflect a failure to comprehend the complexity and risks of the work to be performed.

At the time of award, the Government reserves the right to incrementally fund one or more of the base period Labor Hour CLINs.

This section consists of the pricing and business terms associated with the offer to enter into a contract to perform the desired work. It includes a Price Worksheet (Attachment 2) completed in accordance with the template instructions. It also includes all solicitation amendments acknowledged in accordance with the solicitation and any other required administrative information. The offeror shall submit sufficiently detailed information in the price volume to permit the Contracting Officer and authorized representatives to evaluate the offer for fairness and reasonability.

The PriceBusiness Volume shall include the following documents (in the order listed):

A. Cover Page containing the information below:

- Company Name
- Company Address
- DUNS
- CAGE Code
- Point of Contact(s) For This Proposal
- Point of Contact(s) Phone Number(s)
- Point of Contact(s) Email Address(es)

B. Completed Price Worksheet

The offeror shall include the completed Pricing Schedule Template (Attachment 0002). Appropriate discounts off the contractor's CATTs contract rates are requested and strongly encouraged. The discounted rates as proposed in the template will be incorporated into the Task Order. Rates for on-site personnel shall be discounted from the CATTs ceiling rates, which were proposed on an off-site basis. Rates for personnel with a clearance may be higher than rates for personnel without a clearance. If the proposed rates are higher than the IDIQ rates, the pricing will be not be determined fair and reasonable.

NOTE: The electronic copy submitted with the proposal must be submitted in Microsoft Excel format with read and write access.

This contract will be awarded on an “All or None” basis. Therefore, for the offer to be responsive, the offeror shall provide labor rates for ALL CLINs and all years identified in the Price Worksheet.

C. Pricing Narrative

The offeror shall submit sufficiently detailed information to permit the Contracting Officer and authorized representatives to evaluate the offer for fairness and reasonability.

5.0 Evaluation and Basis of Award

Best Value with trade-offs (BVWTO) will be used to determine the best value.

The Government intends to award a single hybrid firm-fixed-price (FFP)/Labor Hour (LH) Task Order to the responsible Offeror under the CATTs IDIQ. Using the best value – tradeoff process, the Government will evaluate each proposal in accordance with the specified evaluation criteria. The objective of the evaluation is to determine which proposal offers the best value to the Government for the attainment of the performance work statement of the solicitation, price and other factors considered.

Award will be made to the responsible Offeror whose proposal provides the greatest overall value to the Government, price and all other factors considered. The best value tradeoff determination will be accomplished by comparing the merits of the differences in the Non-Price Evaluation Factors for competing proposal (based on the Government’s level of confidence) with the merits of the differences in their price to the Government. In making these comparisons, the Government is more concerned with obtaining superior non-price benefits than with making an award at the lowest overall price to the Government. However, the Government will not make an award at a significantly higher overall price to the Government to achieve slightly superior non-price benefits. Offerors are advised that the non-price evaluation factors are significantly more important than price.

The evaluation of each non-price factor (Factors 1 and 2) will be done holistically with a rating scale of "high confidence," "some confidence," and "low confidence," representing the Department’s confidence that the Offeror understands the requirement and will be successful in performing the work per factor.

Based upon the results of the evaluation of the price and non-price factors, the Government may make an award to other than the lowest-priced offeror or the offeror with the most advantageous technical offer if the Government determines that doing so would result in the best value to the Government.

Proposals will be reviewed for page limitations and compliance with instructions. Pages exceeding the page limitation will be eliminated from evaluation. Proposals that do not comply with formatting and other instructions may be removed from further consideration.

A proposal that does not meet solicitation requirements, is not highly rated in any evaluation factors, represents a high or unacceptable risk of unsuccessful contract performance in one or more of the evaluation factors, or receives an “unreasonable” price determination may be removed from further consideration for award or continued evaluation. A proposal that does not meet solicitation requirements, is not highly rated in any evaluation factors, represents a high or unacceptable risk of unsuccessful contract performance in one or more of the evaluation factors,

or receives an “unreasonable” price determination may be removed from further consideration for award or continued evaluation.

Confidence Ratings:

High Confidence	The Government has high confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the agreement with little or no Government intervention.
Some Confidence	The Government has some confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the agreement with some Government intervention.
Low Confidence	The Government has low confidence that the Offeror understands the requirement, proposes a sound approach or will be successful in performing the agreement even with Government intervention.

All proposals shall be evaluated by the Department in accordance with the factors and criteria established above.

For purposes of evaluating the price of exercising the potential 6-month extension of services using the clause at FAR 52.217-8, 50% of the final option year (six months) value will be added to the total proposed amount for evaluating pricing only, this amount will not be included in the total aggregate value of the resulting contract. This addition is for evaluation purposes only.

5.1 Firm-Down Select

Notification of Phase 1 Results: The Department will evaluate the Phase 1 (Factor 1) submission and notify the Offeror, via email from the Contracting Officer, whether its Phase 1 proposal is among the most highly rated on the [Week of September 8, 2025](#).

Rated Most Highly: If the offeror is notified that its Phase 1 offer is among the most highly rated, then the Offeror shall proceed to Phase 2. The notice will include the date and time by which to submit the Phase 2 proposal (Factor 2 – Oral Briefing and Factor 3 – Price Business Volume and Worksheet).

Rated Not Among the Most Highly: Offerors who were not among the most highly rated will be notified that they will no longer be considered for award and excused from Phase 2 of the competition. Offerors should note that Phase 1 evaluation factors are more important than Phase II evaluation factors.

Number of Offerors: The Department intends to provide no more than four (4) Offerors with a firm notification to proceed to Phase 2.

Proceedings to Phase 2: The Government is not required to provide debriefings or unsuccessful notices, see FAR 16.505(b)(6), to Phase 1 vendors, however, the Government may do so in its discretion. Although the Government may decide not to notify Phase 1 vendors who did not advance to Phase 2 who the eventual awardee is, the Government may elect to provide feedback to those Phase 1 vendors who did not advance to Phase 2 after the competition is complete. The Government, in its discretion, may provide an unsuccessful notification to vendors who participated in Phase 2. The Government, in its discretion, may also provide informal feedback to those same vendors after award.

Failure to participate in Phase 1 of the procurement precludes further consideration of an Offeror. Phase 2 submissions will not be accepted from Offerors who have not submitted Phase 1 proposals by the due date and time stated in this TOPR, nor accepted by Offerors who were notified of their exclusions in the remainder of the competition. The Department recommends Offerors begin preparation of Phase 2 proposals only after receipt of the Phase 1 firm-down select notice.

5.2 Evaluation Confidence Ratings and Methodology

In the exercise of its reasonable discretion, DOC will assign a confidence rating using the confidence descriptions below based on its holistic assessment of the Offeror's response to the technical approach to the Grants Management Support requirements. Offerors will be evaluated on the quality of technical approach in meeting the tasks in the PWS.

6.0 Affordability

To assist Offerors with assessing the magnitude of services to be performed during contract performance and to develop a resource-loaded price business volume and worksheet, the Government is providing estimates for the base period and both option periods for services required to meet all requirements for the full Task Order life cycle.

Offerors should not interpret this figure as a ceiling (or as a floor) on proposals; rather, this

information is provided as a courtesy to prospective Offerors. The Government may select a proposal for award with a price below, at, or exceeding this figure if it finds that proposal provides the best value and funds are available.

- Base Period: \$2 - \$2.5 Million
- Option Period 1: \$3.0 – \$3.5 Million
- Option Period 2: \$3.0 - \$3.5 Million

The Government may have a surge CLIN which accounts for up to 25% of services for the awarded task order, but those amounts are not factored into this affordability statement.

7.0 Subject to Availability of Funds

This task order is subject to the availability of funds in accordance with FAR 52.232-18. The Government will not be responsible for proposal preparation costs.

8.0 Contract Type

This task order will be hybrid firm-fixed-price (FFP) and Time & Materials/Labor Hour (T&M/LH) type task order.

8.1 Payments – Firm Fixed Priced

Payments will be made on a monthly basis after acceptance of work and receipt of a proper invoice. The Contractor shall provide sufficient detail, including fully burdened labor rates and hours worked, and receipts for material to support the invoice.

8.2 Payments – Labor Hour

Payments will be made on a monthly basis after acceptance of work and receipt of a proper invoice. The Contractor shall provide sufficient detail, including fully burdened labor rates and hours worked, and receipts for material to support the invoice.

The Contractor shall not accrue costs in excess of the amount funded under this Labor Hours contract.

9.0 Submittal of Invoices

Submit invoices and required supporting documents, electronically via e-mail to the following e-mail address: Invoice@nist.gov.

Email a copy of the invoice to the Contracting Officer and the Contracting Officer's Representative.

Invoices shall be prepared as follows:

- (a) A separate invoice shall be submitted for each billing period under this contract.
- (b) Invoices shall be submitted within 10 days after delivery or performance of work, but not more frequently than monthly
- (c) Include the invoice and supporting documents as an attached PDF document.
- (d) Include in the e-mail subject line the following:
 - (i) Invoice #
 - (ii) Contract Number
 - (iii) Name of your Company/Organization
 - (iv) Attention: Contract Specialist
 - (v) Example: Invoice No. 1 of Contract No. SS1301-16-C-0001 ABC Corporation, Attention: Jimmy Dear
- (e) Documentation shall include:
 - (i) Name and address of the Contractor.
 - (ii) Invoice number and invoice date
 - (iii) Contract number and title.
 - (iv) Period of work billed.
 - (v) Amount billed by CLIN under the contract
 - (vi) Hours expended per individual under the Task Order (for Time and Material/Labor Hour Task Orders)
 - (vii) Total amount of billing and cumulative total billed for all work under the contract to date.

This task order incorporates one or more provisions and clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

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

10.0 Point(s) of Contact

TPOC: Amir Khan

COR: Juanita Manley

CO: Courtney Palmer

11.0 Innovative Procurement Techniques

The Department of Commerce LAB is assisting with this procurement. The LAB provides a supportive environment to explore new ideas, share lessons learned, and promote acquisition best practices. There is nothing you need to do differently for this requirement as a result of the LAB's presence. However, after award(s), The LAB may reach out to successful and unsuccessful vendors to assess effectiveness of the procurement process and the innovative techniques applied. The anonymous feedback will be used to further refine procurement practices within the Department of Commerce. Additional information on The LAB may be found here—

<https://www.commerce.gov/oam/lab/about-the-lab>.

This TOPR encompasses several innovative procurement techniques. To increase transparency of them with industry, they are listed below. Further, the Periodic Table of Acquisition Innovations (PTAI), <https://www.fai.gov/periodic-table>, includes a full tile sharing the description, problems solved, benefits of use, small business benefit, and real sample documents (including training aids) for each. For ease of access, please feel free to review the [PTAI PDF Playbook](#).

- Affordability
- Brief Decision Documents
- Confidence Ratings
- Down-Selects
- Oral Presentations
- On-the-Spot Consensus
- Streamlined Documentation

12.0 [Clauses and Provisions Incorporated by Reference](#)

CLAUSES	TITLE	DATE
FAR 52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
FAR 52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
FAR 52.212-1	Instructions to Offerors – Commercial Products and Commercial Services	Sep 2023
FAR 52.212-4	Contract Terms and Conditions – Commercial Products and Commercial Services	Nov 2023
FAR 52.217-5	Evaluation of Options	Jul 1990
FAR 52.224-1	Privacy Act Notification	Apr 1984
FAR 52.224-2	Privacy Act	Apr 1984
FAR 52.225-19	Contractor Personnel in a Designated Operations Area or Supporting a Diplomatic or Consular Missions Outside the United States	May 2020
FAR 52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan-Certification	Aug 2009
FAR 52.227-14	Rights in Data-General	May 2014
FAR 52.232-1	Payments	Apr 1984
FAR 52.232-18	Availability of Funds	Apr 1984
FAR 52.237-3	Continuity of Services	Jan 1991
FAR 52.242-15	Stop Work Order	Aug 1989
FAR 52.245-1	Government Property	Sept 2021
CAR 1352.201-70	Contracting Officer's Authority	Apr 2010
CAR 1352.209-72	Restrictions Against Disclosure	Apr 2010
CAR 1352.209-73	Compliance with the Laws	Apr 2010
CAR 1352.209-74	Organizational Conflict of Interest	Apr 2010
CAR 1352.227-70	Rights in Data, Assignment of Copyright	Apr 2010

12.1 Clauses and Provisions Incorporated in Full Text

FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (November 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Products and Commercial Services (Jan 2025) (DEVIATION FEB 2025)

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
- (6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
- X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).
- X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (6) [Reserved].
- (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

___ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115–390, title II).

___ (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

___ (ii) Alternate I (Dec 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

X (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (14) [Reserved].

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

___ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (17) [Reserved]

___ (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-6.

___ (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-7.

X (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).

___ (21) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

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

___ (iv) Alternate III (Jun 2020) of 52.219-9.

___ (v) Alternate IV (Jan 2025) of 52.219-9.

X (22) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

___ (ii) Alternate I (Mar 2020) of 52.219-13.

X (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

___ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

___ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

X (26) (i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

___ (ii) Alternate I (Mar 2020) of 52.219-28.

___ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

___ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

___ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

___ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

X (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

X (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).

X (35) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

___ (ii) Alternate I (Jul 2014) of 52.222-35.

X (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

___ (ii) Alternate I (Jul 2014) of 52.222-36.
 X (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
 ___ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
 X (39) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 ___ (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
 ___ (41) (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.)
 ___ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*).
 ___ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*).
 ___ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).
 ___ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).
 ___ (46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).
 ___ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
 ___ (ii) Alternate I (Jan 2017) of 52.224-3.
 ___ (48) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
 ___ (ii) Alternate I (Oct 2022) of 52.225-1.
 ___ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].
 ___ (iii) Alternate II (Jan 2025) of 52.225-3.
 ___ (iv) Alternate III (Feb 2024) of 52.225-3.
 ___ (v) Alternate IV (Oct 2022) of 52.225-3.
 ___ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
 X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 ___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
 ___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 ___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).
 ___ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
 ___ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
 ___ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

___ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

X (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

___ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

___ (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

___ (iii) Alternate II (Nov 2021) of 52.247-64.

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

___ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

X (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

___ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

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

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

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

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

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

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

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 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)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

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

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(B) Alternate I (Dec 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(xiv) 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.

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

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

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

(xvii) 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).

(xviii) 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).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

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

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

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

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

(xxiii) 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. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed **6 months**. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days**.

(End of clause)

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **42-months**.

(End of clause)

CAR 1352.237-75 Key Personnel (APR 2010)

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

At a minimum include the following seven (7) position(s) as key personnel:

- Project Manager / Scrum Master
- Salesforce Architect
- Salesforce OmniStudio Developer
- Salesforce Developer (Apex, Lightning, Visualforce)
- Salesforce Administrator / System Configurator

- ETL/Data Engineer / Developer
- Salesforce Reports/Dashboard Specialist / Power BI Developer

(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)

CAR 1352.239-71 Electronic and Information Technology (Apr 2010)

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

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

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

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

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

(End of clause)

CAR 1352.239-72 Security Requirements for Information Technology (APR 2010)

(a) *Applicability.* This clause is applicable to all contracts that require contractor electronic access to Department of Commerce sensitive non-national security or national security information contained in

systems, or administrative control of systems by a contractor that process or store information that directly supports the mission of the Agency.

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

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

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

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

(ii) The DOC Security Manual, Chapter 18.

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

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

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

(d) All contractor personnel performing under this contract and contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the *DOC Information Technology Management Handbook* (see DOC, Office of the Chief Information Officer Web site), or equivalent/more specific agency or operating unit counsel guidance as specified immediately hereafter OS local policies and procedures.

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

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

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

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

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

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

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

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

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

(End of Clause)

CAR 1352.246-70 Place of Acceptance (APR 2010)

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

(b) The place of acceptance will: Department of Commerce/ Economic Development Administration (EDA)

Washington, District of Columbia - 1401 Constitution, Ave, NW, Washington,D.C.20032.

(End of Clause)

CAR 1352.270-70 Period of Performance (APR 2010)

(a) The base period of performance of this contract is from TBD through TBD. If

an option is exercised, the period of performance shall be extended through the end of that option period.

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

	Period Start	Date End Date
Option I	TBD	TBD
Option II	TBD	TBD
Option III	TBD	TBD
Option IV	TBD	TBD

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

(End of clause)

13.0 [Schedule of Items/Services](#)

See Pricing Worksheet.

14.0 [Attachments](#)

- a) Attachment 0001 - Performance Work Statement (PWS)
- b) Attachment 0002 – Price Worksheet