

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

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

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

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

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

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served electronically to the Contracting Officer addressed as follows: ahenson@ntia.doc.gov by obtaining written and dated acknowledgment of receipt from Alicia Henson.

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

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

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

(1) Furnish phase-in training; and

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

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

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

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

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

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

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

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

COMMERCE ACQUISITION REGULATION (CAR) CLAUSES INCORPORATED IN FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The base period of performance of this contract is from December 31, 2013 through December 31, 2016. If an option is exercised, the period of performance shall be extended through the end of that option period.

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

Period	Start Date	End Date
Option I	January 1, 2017	December 31, 2017
Option II	January 1, 2018	December 31, 2018

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

SECTION J - LIST OF ATTACHMENTS

J1. Attachment 1 – Past Performance Questionnaire

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

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

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

(2) The small business size standard is 500.

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

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold;

and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

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

FAR Clause	Title	Date	Change

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

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

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

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

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

(3) Upon contract completion or termination.

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

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

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L.1 EVALUATION OF PROPOSALS

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

L.2 INCUMBENT CONTRACTOR

Neustar, Inc.

Contract No. DG133508CN0002

L.3 INCURRING COSTS

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

L.4 NEWS RELEASES

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

L.5 NO ALTERNATE PROPOSALS ACCEPTED

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

L.6 PROPOSAL PREPARATION/SUBMISSION.

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

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

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

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

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

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

(4) Describe in detail how the Offeror would propose to maintain and manage the permanent reservations list and reservations registration system.

(a) The DOC also seeks proposals that include processes to modify and update the management of the permanent reservations list to include, at a minimum, proposed processes for the release of certain names where appropriate and proposed processes that would allow for operators of reserved names to transfer their names to accredited .us registrars other than the Contractor if they choose.

(b) Describe in detail how (if at all) the Offeror will operate certain reserved list domains that present an opportunity for development of high value tools for the benefit of the American Internet community (e.g., .vote, .parks, U.S. zip codes).

(5) Describe any proposed additional, alternative, or supplemental policies or programs the Offeror considers relevant and essential for organizing the locality-based usTLD space, and for developing the expanded usTLD space.

(6) Describe any proposed additional, alternative, or supplemental policies or programs the Offeror considers relevant and essential for developing enhanced usTLD functions.

(7) Describe any proposed additional, alternative, or supplemental policies or programs the Offeror considers relevant and essential for rejuvenating and developing the kids.us domain while taking into account the conditions for operation of kids.us as stipulated in the Dot Kids Act (as referenced in C.1.6).

(8) Describe additional policies, procedures, or programs that address other considerations than those listed above that the Offeror considers relevant to its quotation.

- Describe, for the SOW requirement related to the development of a database of usTLD delegated managers, and the development of registrant WHOIS databases (both for the locality-based usTLD structure and the second-level usTLD space), how the Offeror would collect the necessary information and the technical and operational specifications of the databases.
- Include a proposed draft of any contract(s) that the Offeror proposes to use between itself, as Contractor, and usTLD delegated managers (which shall include “flow through” registration agreements to be used by locality-based usTLD registrants) considered necessary to ensure the stable operation of the locality-based usTLD structure and implement necessary policies. Note: The content of the final version of all such

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

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

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

(5) Name and Mailing Address of Customer Organization;

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

(7) Information Noted in 1.4 above for an Alternate Customer Organization Point of Contact; and

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

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

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

Volume I – Technical Proposal

This volume shall contain the following information:

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

Volume II – Financial Information and Project Funding Strategy

This volume shall contain the following information:

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

L.7 QUESTIONS AND RESPONSES

All questions pertaining to the Solicitation shall be submitted electronically to the Contracting Officer. All questions must identify the author and company name. All questions pertaining to the Solicitation will be addressed by the Contracting Officer as appropriate, in accordance with federal acquisition laws and regulations. The identity of the author and associated company name of the question will not be divulged. All questions regarding the Solicitation are due by 12:00PM, Eastern Time (ET), November 12, 2013. Receipt of late questions will not result in an extension to the proposal due date, and DOC does not guarantee that a response will be provided to any late questions. Questions received regarding this solicitation after the above deadline may not be answered by the Government.

L.8 SUBMISSION REQUIREMENTS

All proposal documents shall be submitted as outlined below:

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

- c. The page margins shall be one (1") inch on all sides;
- d. The type for all proposal documents (excluding charts and graphs) shall be black ink;
- e. The characters per inch shall not exceed 12 characters per linear inch or be smaller than 12 point. A smaller font is acceptable for non-text items such as tables, graphics, and exhibits, but at no time should the font be smaller than 10 characters per linear size; and
- f. The font shall be Calibri 12 pt.

- In addition to submittal by electronic mail, The Offeror shall submit on white, untextured paper **three (3)** originals and **five (5)** copies of the proposal to the following address:

Alicia Henson, Contracting Officer

U.S. Department of Commerce

NTIA, Room 4893

1401 Constitution Avenue, NW

Washington, D.C. 20230

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

All proposal documents shall be received no later than 2:00PM, EST, in Washington D.C., November 15, 2013.

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

SECTION M - EVALUATION FACTORS FOR AWARD

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

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

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

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

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

M.4 "BEST VALUE" DETERMINATION AND CONTRACT AWARD

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

M.5 BASIS OF CONTRACT AWARD

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

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

M.6 EVALUATION CRITERIA

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

DOC will evaluate offers based upon the following evaluation criteria:

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

M.7 TECHNICAL EVALUATION FACTORS

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

Factor 1. Technical Approach

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

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

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

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

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

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

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

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

Factor 2. Management Approach

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

The Management Approach must cover the following information:

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

Factor 3. Past Performance

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

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

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

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

Factor 4. Financial Information and Project Funding Strategy

Offerors must submit the following information to support this factor:

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

The completed Representations and Certifications.

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

M.8 RATING DEFINITIONS

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

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

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

PAST PERFORMANCE QUESTIONNAIRE

A. Name of Contractor:

(Company name/Division)

B. Contract Number: _____

C. Description of organization for whom services were provided:

D. Description of contract effort and major deliverables:

E. Contract type: _____

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

F. Period of performance: _____

I. PERFORMANCE QUALITY

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

Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	N/A

Comments, if any.

II. SCHEDULE PERFORMANCE

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

Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	N/A

Comments, if any.

III. BUSINESS RELATIONSHIP

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

Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	N/A

Comments, if any.

IV. ORAL AND WRITTEN COMMUNICATIONS

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

Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	N/A

Comments, if any.

V. RESPONSE INFORMATION

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

Name of evaluator: _____

Address: _____

Phone/FAX/Email: _____

Position/Title: _____

Length of involvement in Program/Contract: _____

Source of Information/Documentation utilized to rate Performance Level:

Date Questionnaire Completed: _____

VI. COMMENTS (Additional comments are appreciated)

