



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
OFFICE OF FINANCE AND ADMINISTRATION

Date of Issue: 03 July 2007

Solicitation Number: NTIA9110-7-12841

Description of Services: The administration of country code top-level Internet domain for the United States (usTLD).

Location of Services: Washington D.C. area

Closing Date/Time: Monday, July 30, 2007 @ 2:00 p.m.

Dear Industry Partner;

This is a Request for Quotes (RFQ) services to be provided under FAR Part 12 Acquisition of Commercial Items.

We have issued this RFQ to you and to other contractors. If you decide to respond your quote must be in full compliance with the attached instructions in this RFQ.

In addition to this letter, this RFQ includes the following exhibits:

- Exhibit A – Instructions to Quoters
- Exhibit B - Additional Terms and Conditions: Instructions for Quote Submittal
- Exhibit C – Statement of Work (SOW)

Please ensure that you have read the attached documents, and then submit your Quote by the date and time indicated above. All items within the Quote must be completed and returned as part of your Quote. If your company does not intend to quote, please submit a “No Quote” letter.

Note: A total of three (5 hardcopy quotes shall be submitted. In addition, one (1) electronic copy via CD of the quote is to be included with the hardcopy quote. Quotes should be compatible with MS Word software.

All responding quoter must be registered in the CCR:

Central Contractor Registration (CCR)

Prospective Quoter are advised that all task orders to be awarded as a result of any solicitations issued 1 June 1998 or later require prospective awardees to be registered in the CCR Data Base. Lack of registration in the CCR database will make an offeror ineligible for award. Contractors may obtain information on registration via the Internet at <http://www.ccr.gov/>

Any questions regarding this RFP can be sent to Kalika Boulware, Contract Specialist at kalika.m.boulware@noaa.gov.

Sincerely,

Kalika Boulware,
Contract Specialist

Exhibit A

Instruction to Offerors – Commercial Items

52.212-1 Instructions to Quoters—Commercial Items.

As prescribed in 12.301(b)(1), insert the following provision:

Instructions to Quoters—Commercial Items (Sept 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of quotes. Submit signed and dated quoter to the office specified in this solicitation at or before the exact time specified in this solicitation. Quoters may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, quoter must show—

- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of quoter;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms; Non Applicable
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically) via ORCA
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Quoter that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of quoter. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of quoter, unless another time period is specified in an addendum to the solicitation. Not Applicable
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of quoter. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple quoter. Offerors are encouraged to submit multiple quoter presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately. NOT APPLICABLE

(f) Late submissions, modifications, revisions, and withdrawals of quoter.

(1) Offerors are responsible for submitting quoter, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that quoter or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of quoter is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of quoter; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of quoter and was under the Government's control prior to the time set for receipt of quoter; or

(C) If this solicitation is a request for quote, it was the only quote received. NOT APPLICABLE

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that quoter cannot be received at the Government office designated for receipt of quoter by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of quoter will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Quoter may be withdrawn by written notice received at any time before the exact time set for receipt of quoter. Oral quoter in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile quoter, quoter may be withdrawn via facsimile received at any time before the exact time set for receipt of quoter, subject to the conditions specified in the solicitation concerning facsimile quoter. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of quoter, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate quoter and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all quoter if such action is in the

public interest; accept other than the lowest offer; and waive informalities and minor irregularities in quoter received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, quoter may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer. NOT APPLICABLE

(i) Availability of requirements documents cited in the solicitation. NOT APPLICABLE

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistedocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462. NOT APPLICABLE

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance. NOT APPLICABLE

(j) Data Universal Numbering System (DUNS) Number. (Applies to all quoter exceeding \$3,000, and quoter of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a

DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 Evaluation—Commercial Items.

As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

Evaluation—Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

Contracting Officer shall insert the significant evaluation factors, such as: Quotes will be evaluated on technical and past performance each being of equal value. Additionally see attached "Capability Questionnaire" within the RFQ to insert past performance references.

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

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

(End of provision)

52.212-3 Offeror Representations and Certifications—Commercial Items.
As prescribed in 12.301(b)(2), insert the following provision:

Offeror Representations and Certifications—Commercial Items (Nov 2006)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) Common parent.

- Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

(3) The Government will evaluate quotes in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The quoters certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The quoter certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The quoter shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

(iv) The Government will evaluate quotes in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:
Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The quoter certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:
Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The quoter certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate quotes in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate quote of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only quote of U.S.-made or designated country end products unless the Contracting Officer determines that there are no quote for such products or that the quote for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The quoter certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of quote; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

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.

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

(End of provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address ☐ is, ☐ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

52.212-4 Contract Terms and Conditions—Commercial Items.

As prescribed in 12.301(b)(3), insert the following clause:

Contract Terms and Conditions—Commercial Items (Feb 2007)

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

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

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

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for

equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. NOT APPLICABLE

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or

copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.— NOT APPLICABLE

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information

that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Mar 2007)

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

- (1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

- ____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- ____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).[
 - ____ (4) Reserved]
 - ____ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - ____ (ii) Alternate I (Oct 1995) of 52.219-6.
 - ____ (iii) Alternate II (Mar 2004) of 52.219-6.
 - ____ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - ____ (ii) Alternate I (Oct 1995) of 52.219-7.
 - ____ (iii) Alternate II (Mar 2004) of 52.219-7.
 - ____ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
 - ____ (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).

- __ (ii) Alternate I (Oct 2001) of 52.219-9.
 - __ (iii) Alternate II (Oct 2001) of 52.219-9.
 - (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
 - __ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
 - __ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - __ (ii) Alternate I (June 2003) of 52.219-23.
 - __ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
 - __ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
 - __ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
 - (15) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
 - (16) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
 - (17) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
 - (18) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - __ (19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
 - (20) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
 - __ (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
 - __ (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - __ (23)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
 - __ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
 - __ (24) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
 - __ (25)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
 - __ (ii) Alternate I (Jan 2004) of 52.225-3.
 - __ (iii) Alternate II (Jan 2004) of 52.225-3.
 - __ (26) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - (27) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - __ (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
 - __ (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
 - __ (30) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

- ____ (31) 52.232-30, Installment Payments for Commercial Items (Oct 1995)
- (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ____ (32) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
 - ____ (33) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332). (No Cost Requirement)
 - ____ (34) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
 - X (35) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - ____ (36)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ____ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

- ____ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).
 - ____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - ____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - ____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

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

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

(End of clause)

52.227-17 Rights in Data—Special Works.

As prescribed in 27.409(i), insert the following clause:

Rights in Data—Special Works (June 1987)

(a) Definitions.

“Data,” as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

“Unlimited rights,” as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause)

52.217-8 Option to Extend Services.

As prescribed in 17.208(f), insert a clause substantially the same as the following:

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)

52.217-9 Option to Extend the Term of the Contract.

As prescribed in 17.208(g), insert a clause substantially the same as the following:

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 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed (5) five years.

(End of clause)

52.204-2 Security Requirements.

As prescribed in 4.404(a), insert the following clause:

Security Requirements (Aug 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with—

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

52.239-1 Privacy or Security Safeguards.

As prescribed in 39.107, insert a clause substantially the same as the following:

Privacy or Security Safeguards (Aug 1996)

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

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

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

(End of clause)

1. 1352.208-70 PRINTING (MAR 2000)

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages are not exceeding a maximum image size of 10 and 3/4 inches by 14 and 1/4 inches, will not be deemed printing.

(End of clause)

2. 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MAR 2000)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

(End of clause)

3. 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (MAR 2000)

a. The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such

information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.

b. The Contractor agrees that it will not disclose any information described in Subsection A to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of clause)

4. 1352.209-73 COMPLIANCE WITH THE LAWS (MAR 2000)

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

(End of clause)

5. 1352.215-70 PERIOD OF PERFORMANCE (MAR 2000)

a. The period of performance of this contract is from Date of Award through Three Years Base Period. 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	365 Days beginning the day after the Base Year expires	
Option II	365 Days, beginning the day after the Option I expires.	

(End of clause)

6. 1352.231-70 DUPLICATION OF EFFORT (MAR 2000)

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

(End of clause)

7. 1352.233-70 HARMLESS FROM LIABILITY (MAR 2000)

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

this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

(End of clause)

8. 1352.252-70 REGULATORY NOTICE (MAR 2000)

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

(End of clause)

CERTIFICATION REGARDING TERRORIST FINANCING IMPLEMENTING EXECUTIVE ORDER 13224

(a) By signing and submitting this application, the prospective Contractor provides the certification set out below:

(1) The Contractor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts as that term is defined in Executive Order 13224.

(2) Before providing any material support or resources to an individual or entity, the Contractor will consider all information about that individual or entity of which it is aware and all public information that is reasonable available to it or of which it should be aware.

(3) The Contractor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

(b) For the purposes of this certification, the Contractor's obligations under paragraph "a" are not applicable to the procurement of goods and/or services by the Contractor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, unless the Contractor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

(c) This certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by DoC prior to the end of its term.

Exhibit A

Additional Instructions for Submitting Your Quote

INSTRUCTIONS FOR SUBMITTING QUOTATIONS

Before submitting a quotation, Quoters are encouraged to review the information on current usTLD policies at <http://www.nic.us/policies/index.html>.

The Quoter must submit the ORIGINAL EIGHT COPIES, and ONE COMPACT DISC (CD) VERSION of the Quotation to the following address:

**ATTN: KALIKA BOULWARE, CONTRACT SPECIALIST
1305 East West Hwy, Rm: 7436, Silver Spring, Md 20910
Solicitation number: NTIA9110-7-12841 shall be mark on each package**

Each quotation (original and copies) submitted in response to this solicitation must:

- A. Include resume(s) of all key personnel (including education and experience credentials) that will perform and/or manage the requirements of this acquisition.
- B. Describe how the Quoter will satisfy each of the individual requirements described in the "Description of Services" in Section C 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.)
- C. Present a detailed narrative describing the Quoter's overall vision for future management of the usTLD, including how the Quoter proposes to make the usTLD more attractive and useful to United States Internet users and the Quoter's expectations for the number of potential usTLD registrants.
- D. Describe any services or functions, if any, the Quoter proposes to perform as part of usTLD management in addition to those listed in the SOW.
- E. Demonstrate clearly, concisely and accurately, in written narrative form, the Quoter's understanding of the current state of the usTLD domain space.
- F. 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 expanded usTLD space) how the Quoter would collect the necessary information and the technical and operational specifications of the databases.
- G. Include a proposed draft of any contract(s) that the Quoter 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.

H. Include a proposed draft of any contract(s) that the Quoter proposes to use between itself, as Contractor, and expanded usTLD registrars to ensure the stable operation of the expanded usTLD 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;

I. Include a proposed draft of any contract(s) that the Quoter 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.

J. Include written policies (including implementation details) that the Quoter proposes to follow, as Contractor. Such description must include the following considerations 1 – 7 , inclusive:

(1) How the Quoters will design and implement the “Sunrise Policy” that permits qualified trademark owners to pre-register their trademarks as domain names in the expanded usTLD space prior to the opening of the expanded usTLD space to wider registration, as developments in that space may necessitate.

(2) How the Quoter will implement a uniform domain name dispute resolution procedure intended to resolve disputes arising from “cybersquatting” applicable to the usTLD (such policy is intended to be modeled upon the ICANN Uniform Domain Name Dispute Resolution Procedure, consistent with modifications necessary for such a policy to be applicable to the usTLD specifically. Quoter should propose necessary modifications).

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

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

(6) Describe any proposed additional, alternative, or supplemental policies or programs the Quoter considers relevant and essential for developing the kids.us domain.

(7) Quoters must also describe additional policies, procedures or programs that address other considerations than those listed above that they consider relevant to their quotation.

K. Address the following considerations (1-5, inclusive) in the description of the registration process:

- (1) How the Quoter 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.

L. Describe in detail the proposed mechanisms and community outreach plans for coordinating the current locality-based usTLD users and the mechanism by which the public can suggest or recommend additional policies or procedures for the usTLD.

M. Describe, in detail, how the Contractor will fund the requirements of this acquisition at no cost to the United States Government.

N. 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.

O. 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.

P. All proposals shall include a copy of the Quoter’s last three unaudited financial statements AND the most recent audited financial statement.

Q. Describe, in detail, the technical facilities, equipment, software, hardware, and related technology that the Quoter would use to meet the requirements of this acquisition.

R. Include no more than three past performance references for other efforts similar in scope to this acquisition that were completed by the Quoter (either as a prime Contractor or as a first-tier subcontractor) in the past five years and/or currently in process. Each past performance reference must include the following information, items 1-9 inclusive:

- (1) Contract Number/Purchase Order Number;
- (2) Duration of the Contract/Purchase Order;

- (3) Dollar Value of Contract/Purchase Order (Broken Down on a Per-Year Basis, if Applicable);
 - (4) Contract type of Contract/Purchase Order (e.g., firm-fixed-price, cost-plus-fixed-fee, cost-plus-award-fee, fixed-price with economic price adjustment);
 - (5) Name and Mailing Address of Customer Organization;
 - (6) Technical Point of Contact at Customer Organization for the Contract/Purchase Order, including Phone Number, Fax Number and Email Address;
 - (7) Information Noted in I.4 above for an Alternate Customer Organization Point of Contact; and
 - (8) Detailed Description of the Effort Performed by the Contractor/Subcontractor under the Contract/Purchase Order.
- (9) At the discretion of the Contracting Officer, a site visit to the Quoter'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 Quoter's submitted quotation. The Contracting Officer would arrange such a visit at least seven days in advance with the Quoter.

S. Describe, in detail, proposed performance measures that will provide accurate indicators of the Contractors progress under the project and assessment of services offered.

T. Include a completed copy of "Quoter Representations and Certifications" from this solicitation.

Exhibit B

The Government will make an award resulting from the Request for Quotes (RFQ) to the responsible quoter(s) whose quote(s), conforming to the requirements will provide the Best Value to the Government, technical, and other factors considered. The Government may select for award the quote whose overall quote is deemed sufficiently more advantageous to the Government .

EVALUATION CRITERIA FOR AWARD

A quotation will only be considered if it is submitted by an organization that is (a) incorporated within one of the fifty 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 have a physical address within the United States of America or the District of Columbia and must be able to demonstrate that all primary registry services will remain within the United States of America (including the District of Columbia).

The Government will evaluate quotations submitted in response to this acquisition for services and will award a purchase order to the technically acceptable, responsible Quoter whose quotation represents the best value. Technical excellence and comprehensiveness of the overall service for usTLD operation, Past performance, and Financial Fitness together are significantly more important than proposed price(s) to .us registrants. 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. The evaluation factors are listed below

and are of equal importance:

Factor 1 - Technical excellence and comprehensiveness of the offered service - For this factor, the Government will evaluate responses to items A through O, Q and S in the "INSTRUCTIONS FOR SUBMITTING QUOTATIONS."

Factor 2 - Past performance – For this factor, the Government will evaluate information obtained from past performance references provided by the Quoter in their quotation in response to item "R" in the "INSTRUCTIONS FOR SUBMITTING QUOTATIONS" section of the solicitation, as well as any other relevant past performance information that the Government obtains about the Quoter from other sources;

Factor 3 - Financial Fitness - For this factor, the Government will evaluate the information provided by the Quoter in response to items M through P.

Factor 4 - This factor includes Reasonableness of Proposed Price(s) or fees to .us registrants and registrars. For this factor, the Government will determine whether the proposed price(s) or fees to the registrants and registrars are fair and reasonable considering the level of service(s) to be provided to them.

For the purposes of this solicitation, "best value" means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. In this solicitation, the term "best value" is not meant to imply that a specific tradeoff process (as described in FAR Part 15, Contracting by Negotiation) will be used by the Government.

B-1 CAPABILITY QUESTIONNAIRE:

Offeror Name: _____
Solicitation Number: _____

This capability questionnaire is to be completed by you (Quoter). Please provide references for work as the prime or acted as a subcontractor in the last 2 years on similar requirements. We will also accept past performance information on contracts you have had when you acted as a subcontractor, part of a team under a contracting teaming arrangement, and contracts you have had under previous company name(s). Please ensure that we will be able to contact your references at the email addresses and telephone numbers that you provide and that they will cooperate with us. If we are unable to contact your references, you may be considered non-responsive.

NOTE: This information is considered proprietary and will be used by the Government only in reference to the quote's evaluation process.

Past Performance/Reference

(Describe up to Three (3) Contracts)

1. (a) Customer Name/POC:
Customer Phone/FAX Number:
Customer Email:
Customer Address:

(b) Contract Number: Period of Performance Dates:

Award Contract Dollar Value: Current Contract Dollar Value:

Contract Type: FFP Cost Reimbursement Other (Address Other)

Type and Extent of Subcontracting:

2. Provide a brief description of up to three (3) contracts your firm had or is working on that address the same kind and type of requirement specifically called out in the SOW. Direct experience with similar systems and programs of other agencies should be included. The length of each past performance reference and project description may vary, but is limited to a maximum of twelve pages total for this section (all contracts combined). Any information beyond twelve pages will not be considered. Explain how each referenced project compares to the requirements of this RFQ.

Exhibit C

Statement of Work (SOW)

A. BACKGROUND

- A. 1. The U. S. Department of Commerce (DoC), National Telecommunications and Information Administration (NTIA), is committed to preserving the stability and security of the Internet domain name and addressing system (DNS). NTIA has ensured the stability and security of the DNS country code top-level domain for the United States (usTLD or .us domain) by supervising administration of the usTLD for the benefit of the nation's Internet community.
- A.2. On October 26, 2001, the DoC awarded a contract to NeuStar, Inc. (current contractor) to manage the usTLD for an initial four-year term expiring on October 25, 2005. The .us contract provided for two additional one-year contract term extensions. The Dot Kids Implementation and Efficiency Act of 2002, Pub. L. No. 107-317, (the Dot Kids Act) required creation and maintenance of a second-level domain within the usTLD as a safe place on the Internet for children. Accordingly, the DoC amended the .us contract to implement the Act's requirements. Upon finding that the current contractor had satisfactorily performed its obligations under the Dot Kids Act and the .us contract, DoC exercised each of the two one-year option periods as the Act mandated. The .us contract expires on October 25, 2007. Therefore, DoC intends to procure the services of a Contractor to manage, maintain, and operate the usTLD under NTIA's supervision, in accordance with Federal Acquisition Regulations (FAR) Part 12.
- A.3. The usTLD is partially composed of a known universe of approximately 17,000 domain names reflecting political geography based on two-letter state abbreviations and divided further into localities, including cities, counties, parishes, townships, or local names (e.g., <Alexandria.va.us>). In addition to geographical locality names, the usTLD also includes certain affinity names such as, for example, STATE, FED, K12, LIB, and NSN (Native Sovereign Nation). Locality and affinity names collectively compose the "locality space". Individuals, organizations, as well as state and local governments received delegations to provide registry and registration services in the locality space. The current contractor estimated, as of December 31, 2006, 3,523 known "delegated managers" continued to support a widely distributed hierarchy within the usTLD. As of March 23, 2007, the current contractor served as the default delegated manager for approximately 3,460 locality names. However, the identity of many delegated managers and the contact information for the .us domains they serve remains unknown. Under the .us contract, the current contractor provides free registry and registration services for localities without a delegated manager.
- A.4. Prior to DoC's supervision of the usTLD, locality space delegations occurred without adequate records or service and technical requirements. Consequently, the .us contract required the current contractor to increase the usTLD's reliability and viability by improving the locality space, developing a delegated manager database, and a WHOIS database. Improvements in the locality space have been implemented, including a requirement that delegated managers execute an agreement imposing certain technical and service requirements, as well as maintain publicly accessible accurate WHOIS and dispute resolution procedures. The current delegated manager agreement also requires locality domain

managers to execute contracts with the .us name holders it serves to ensure that these requirements and policies flow through to all .us name holders. The current contractor serves as delegated manager at no cost for domain name holders whose delegated manager will not execute the required agreement or whose identity is unknown. Presently, domain name holders who do not register any sub-domains or service any .us domain name holders must execute a locality name registration agreement. As of March 23, 2007, the current contractor had received agreements for approximately 2,800 locality domain names, however, about 10,700 locality names remain that are not subject to signed agreements. To continue this progress, DoC seeks proposals that will provide further improvements to the usTLD locality space.

- A.5. In 2001, DoC authorized expansion of the usTLD beyond the locality space recognizing that the hierarchical nature of the locality naming structure limited the appeal of the usTLD and curtailed registrations. This expansion opened up (for the first time) second-level registrations directly beneath the usTLD (such as organization.us). To maximize competition for such second-level registrations, the .us contract prohibits the current contractor from providing registrar services in the expanded usTLD space. As of December 31, 2006, 98 accredited usTLD registrars served nearly 1,033,400 second-level .us domain names. The current contractor charges an initial \$1,000 accreditation fee for new registrars and an annual \$6.00 fee for each domain transaction with an accredited .us registrar.
- A.6. During this expansion of the usTLD at the second level, the current contractor, in consultation with the DoC, reserved certain names including city, state and local names, Federal Government names, and others to ensure their availability to these entities. As registrar for these reserved names, the current contractor developed a registration process. This registration process includes a validation process, and establishes the following registration fees: 3-year registration at \$168; 5-year registration at \$180; and a lifetime registration at \$395. In addition, it charges \$152 to reserve a qualified domain name permanently. At the conclusion of the limited registration of these names, the current contractor released (for registration by the public) all city, state, and government names not included on the permanent reservation list. In addition, prior to the release of the kids.us names for general registration, the current contractor reserved certain Federal Government names for registration by these government entities. The current contractor also serves as registrar for such names. The complete list of reserved usTLD names is available at http://www.nic.us/registrars/fcfs/dotus_reservedlist_v3.zip. Therefore, DoC seeks proposals to maintain the permanent reservation list and reservation registration system, as well as proposed modifications to the list and release of certain names.
- A.7. The Dot Kids Act discussed in paragraph A.2. above requires the initial and successor contractors to establish, maintain, and operate a second-level domain in the usTLD to provide a safe space on the Internet for children aged 13 and younger. Consequently, kids.us sites must comply with certain content standards and exclude hyperlinks that direct visitors away from the kids.us domain. Between 2004, the first full year of the kids.us domain's operation, and 2006, registrations declined from 1505 to 1145, while active approved sites decreased from 23 to 20 during the same period. The current contractor's annual wholesale price to registrars for each kids.us domain name is \$6 and the annual content management fee charged to each .us domain name holder is \$125. The DoC seeks proposals to increase utilization and awareness of the kids.us domain.

- A.8. As the Internet and the Domain Name System have evolved certain practices have emerged that may harm, mislead, or confuse consumers and misuse intellectual property in the usTLD. These practices may include the misuse of automated registration technologies, and the add/drop grace period, and these have been given various names such as tasting, kiting, and spying. The DoC seeks proposals that include a set of policies and mechanisms to prevent and combat abuses of the usTLD registration system.

B. SCOPE OF SERVICES

- B.1. The Contractor shall provide centralized management and coordination of registry, registrar (where specified), database, and information services for the usTLD. The usTLD provides a locus for registering domain names and serving the Internet community in the United States. As such, DoC intends the usTLD be available to a wide range of registrants. Accordingly, the Contractor must achieve the following:
- B.1.1. Ensure that procedures and an accountability framework for the delegation and the administration of the usTLD support a more robust, certain, and reliable DNS.
- B.1.2. Promote increased use of the usTLD, including kids.us, by the Internet community of the United States (including small businesses, consumers, not-for-profit organizations, and state and local governments), with a residence or bona fide presence in the United States by introducing enhanced technical and other services, disseminating information about the usTLD, and improving registration and customer services.
- B.1.3. Create a centrally administered and efficiently managed structure that ensures registrant and consumer confidence, and infrastructure stability by coordinating delegations and implementing other appropriate functions.
- B.1.4. Create a stable and flexible usTLD environment that advances and encourages innovation and that will meet the future demands of potential registrants.
- B.1.5. Ensure continued stability of the entire DNS and the usTLD, particularly during transition from the current management structure to the Contractor's proposed structure and to any successor Contractor's structure.
- B.1.6. Manage the usTLD consistent with the Internet Corporation for Assigned Names and Numbers' (ICANN) technical management of the DNS.
- B.1.7. Adequately protect intellectual property in the usTLD and as developments in the expanded and the locality usTLD space may necessitate. In the event of further expansion of the usTLD space, the Contractor shall implement a "sunrise period" for qualified trademark owners to pre-register their trademarks as domain names prior to the wider registration for non-trademark owners and a dispute resolution procedure to address "cybersquatting" conflicts between trademarks and domain names in the usTLD. See C.2.2.3 below.
- B.1.8. Establish and maintain consistent communication between the Contracting Officer's Technical Representative (COTR), the Contractor,

and ICANN. The Contractor shall represent the usTLD in the ICANN Country Code Names Supporting Organization (ccNSO) and contribute to ICANN's operating costs as ICANN may apportion to the usTLD.

- B.1.9. Promote robust competition within the usTLD, including registration services, to ensure greater choice and improved services for usTLD users.

C. DESCRIPTION OF SERVICES

- C.1 The Contractor shall perform the required services for this acquisition as a prime Contractor, not as an agent or subcontractor. The Contractor may, however, provide the required services by coordinating the resources and services of entities other than the prime Contractor. The Contractor shall be: (a) incorporated in one of the fifty states of the United States or the District of Columbia; or (b) organized under a law of a state of the United States or the District of Columbia.
- C.1.1. The Contractor shall possess and maintain through the performance of this procurement a physical address within the United States and must be able to demonstrate that all primary registry services will remain within the United States (including the District of Columbia).
- C.2 The Contractor will manage, maintain, and operate the usTLD under NTIA's supervision. The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities to perform the requirements outlined in this Statement of Work without any cost to the U.S. Government.
- C.2.1. On or after the effective date of this contract, the Contractor may establish and collect fees from third parties other than the U.S. Government for the requirements performed under this contract. A possibility exists that the expenses incurred to perform the contract may exceed the fees received during the base period or any option period of the contract. The Contracting Officer shall approve such fees before they take effect, which approval shall not be unreasonably withheld and provided the fees are fair and reasonable.
- C.2.2. In addition, the Contractor shall not implement any policies, procedures, rules, mechanisms, or execute any agreements or subcontracts in fulfillment of the contract's requirements without the prior approval of the Contracting Officer, which approval shall not be unreasonably withheld.
- C.3 Core Registry Functions
- C.3.1 The Contractor shall provide, at a minimum, the services listed below, although such services are not exhaustive of the requirements sought. The Contractor shall provide all systems, software, hardware, facilities, infrastructure, and operation for the following functions listed in C.3.2(i) – (xiii), inclusive.
- C.3.2 The Contractor shall:
- (i) Operate and maintain the primary authoritative server for the usTLD;
- (ii) Operate and/or administer a constellation of secondary servers for the usTLD;

- (iii) Compile, generate, and propagate the usTLD zone file(s);
- (iv) Maintain a publicly accessible, accurate and up-to-date registration (WHOIS) database for all usTLD registrations;
- (v) Maintain a publicly accessible, accurate and up-to-date registration (WHOIS) database of usTLD delegated managers and their associated delegated locality registrations;
- (vi) Establish a data escrow for usTLD zone file and domain name registration information, including all registration and delegated manager data;
- (vii) Comply with applicable Internet Engineering Task Force (IETF), including RFC 1480, and ICANN policies for the functions outlined herein; and
- (viii) Promote awareness and increase registrations in the usTLD, including the second-level kids.us, and maintain a website with up-to-date policy and registration information for the usTLD.
- (ix) Develop and distribute to registrars provisioning protocol software and procedures to facilitate a secure and efficient interface with the usTLD registry and provide technical support to such registrars.
- (x) Perform annual technical compliance monitoring of locality delegates, and continually access zone file information for sub-delegates to compare the results with the centralized usTLD database to ensure the database is accurate and up-to-date.
- (xi) Ensure customer support and satisfaction by implementing procedures, guides, training, and other methods, as well as maintaining an automated reporting of registrar and registrant interaction with the usTLD registry.
- (xii) Ensure the security, reliability, and stability of the usTLD.
- (xiii) Serve as registrar for all reserved name registrations, including those in the kids.us second-level domain, and for all locality domains names not serviced by a delegated manager subject to an agreement with the Contractor.

C.4 Core Policy Requirements

C.4.1 The Contractor shall:

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

the Contractor must implement a United States nexus policy for the locality-based usTLD structure and the expanded usTLD space, which may be the same or similar to the current contractor's United States Nexus Requirement available at:
http://www.neustar.us/policies/docs/usTLD_nexus_requirements.pdf.

- (ii) Implement Registrar and Registrant Agreements. The Contractor shall establish contractual arrangements with all accredited usTLD registrars incorporating the requirements relating to usTLD policies such as nexus, WHOIS, and dispute resolution, and ensuring prompt, reliable, and effective technical and customer service. The Contractor shall require that each accredited usTLD registrar implement a registrant agreement that requires each registrant to agree to all applicable usTLD policies
- (iii) Implement a Uniform Domain Name Dispute Resolution Procedure and Sunrise Policy. The Contractor shall implement a uniform domain name dispute resolution procedure intended to resolve "cybersquatting" disputes in the usTLD. The Contractor shall base such policy on the ICANN Uniform Domain Name Dispute Resolution Procedure and modify it as necessary to make such policy applicable to the usTLD specifically. As developments in the expanded usTLD space may necessitate, the Contractor shall also implement a "sunrise period" for qualified trademark owners to pre-register their trademarks as domain names in the expanded usTLD space prior to the wider registration for non-trademark owners.
- (iv) Abide by Government Advisory Committee Principles. The Contractor shall abide by the principles and procedures described in the Government Advisory Committee document, "Principles and Guidelines for the Delegation and Administration of Country-Code Top Level Domains," unless inconsistent with U.S. law or regulation or otherwise directed by the DoC. This document is available at http://gac.icann.org/web/home/ccTLD_Principles.rtf.
- (v) Implement and enforce policies concerning:
 - (a) Data Rights and Use. The Contractor shall prohibit the use of registrant and other data obtained from registrars and delegated managers for purposes other than providing .usTLD administration services;
 - (b) Publicly Accessible, Accurate, and Up-to-Date WHOIS Database. The Contractor shall implement a policy that addresses the continued public access to accurate WHOIS, including a prohibition of proxy and anonymous services offered by registrars, registrar affiliates and partners, and delegated managers. The Contractor shall regularly monitor the current practices of the registrars and delegated managers to ensure compliance with this requirement;
 - (c) Reserved Domain Names. The Contractor shall implement a policy to manage a list of permanently reserved names not available for registration, and if appropriate, the release of certain names that are currently reserved (see A.6 above);
 - (d) Domain Name Transfers. The Contractor shall implement a

mechanism that facilitates the transfer of a domain name registration from one usTLD registrar to another usTLD registrar at the request of the domain name registrant. This policy may be the same or similar to the current contractor's "Policy on Transfer of Sponsorship of Registrations between Registrars," which is available at: <http://www.neustar.us/policies/docs/UTransferPolicy.pdf>;

- (e) Redemption Grace Period. The Contractor shall implement a policy that allows registrants to restore domain name registrations that have expired within a reasonable time period. This policy may be the same or similar to the current contractor's Redemption Grace Period Policy available at: <http://www.ntia.doc.gov/ntiahome/domainname/usca/usamend13.pdf> ;
- (f) Domain Name Review. The Contractor shall implement a policy that allows the Contractor the right to refuse the registration of any domain name in the usTLD. This policy may be the same or similar to the current contractor's Registration Review Policy available at: http://www.neustar.us/policies/docs/Policy_Statement_usTLD_Admin.pdf
- (g) Registration Abuse. The Contractor shall implement a policy that prevents and combats abuses of the usTLD registration system including practices that harm, mislead, or confuse consumers and that misuse intellectual property in the usTLD. This policy may include methods to curb the misuse of automated registration technologies and the add/drop grace period; and
- (h) Other Policies. The Contractor may propose such other policies as are necessary to fulfill the Contract's requirements and increase the use of or otherwise improve the usTLD.
- (vi) Adhere to a Code of Conduct. The Contractor shall adopt a code of conduct requiring it to administer the usTLD impartially and without discriminating, operate the usTLD in the public interest, and protect proprietary information of usTLD registrars.

C.5 Locality-based usTLD Structure Functions

C.5.1 The Contractor shall:

- (i) Provide Service for Existing Delegees and Registrants.
 - (a) The Contractor shall provide service and support for existing delegees and registrants in the locality-based usTLD structure under current practice.
 - (b) The Contractor shall develop and implement a procedure and a mechanism to require all delegated managers to abide by usTLD policies and to maintain certain minimum technical and service requirements for the locality registrants each serves. This shall include, at a minimum, the following:
 - (1) The Contractor shall develop appropriate minimum technical and service requirements for delegated managers;

- (2) The Contractor shall develop a mechanism that facilitates each delegated manager's compliance with the usTLD policies and the requirements;
 - (3) With the consent of the DOC, the Contractor shall rescind the delegation for delegated managers unwilling or unable to agree to abide by the usTLD policies and maintain minimum technical and service requirements;
 - (4) The Contractor shall serve as the delegated manager for a locality space when: the Contractor has rescinded the delegation for any delegated manager as described in (3) above or the delegated manager for that locality space voluntarily relinquishes its delegation and/or seeks to change its status to become a locality registrant;
 - (5) The Contractor shall seek to identify all delegated managers and locality registrants that are currently unknown; and
 - (6) The Contractor may propose additional procedures and/or mechanisms that facilitate the continued improvement of the locality space.
- (ii) Provide Services for Undelegated Third Level Sub-Domains. The Contractor shall provide direct registry and registrar services for all other undelegated third-level locality sub-domains, including services for those names registered below CO (county) and CI (city) (e.g. Montgomery.co.us), and, undelegated affinity domains, such as those names registered below STATE, FED, K12, LIB, and NSN (e.g. agency.fed.us).
- (iii) Maintain Modernized Locality-Based usTLD Processes. The Contractor shall maintain and update, as necessary, the existing automated locality-based usTLD delegation and registration process under the control of the usTLD administrator, including the electronic database of historical usTLD registration data.
- (iv) Coordinate Locality-Based usTLD Users. The Contractor shall maintain a website for delegated managers, locality registrants, and other interested parties to provide information about the usTLD and to facilitate discussion of administrative, technical, customer service, and policy issues related to the operation and management of the locality-based usTLD structure.
- (v) Maintain and Update WHOIS Database of usTLD Delegated Managers.
- (a) The Contractor shall maintain, update and make publicly available such database with current and verified contact information for all delegated managers in the usTLD, including locality-level and affinity second-level (where delegated) administrators and, where applicable, for all sub-delegations made by such locality-level or second level administrators.
- (b) The WHOIS database shall support multiple string and field

searching through a reliable, free, public, web-based interface.

- (c) The WHOIS database shall, at a minimum, consist of the following elements:
 - (1) The name of the delegated manager;
 - (2) The IP address of the primary nameserver and secondary nameserver(s) for the delegation;
 - (3) The corresponding names of such nameservers;
 - (4) The date of delegation;
 - (5) The name, postal address, e-mail address, and telephone and fax numbers of the delegated manager;
 - (6) The name, postal address, e-mail address, and telephone and fax numbers of the technical contact for the delegated manager;
 - (7) The name, postal address, e-mail address, and telephone and fax numbers of the administrative contact for the delegated manager;
 - (8) The website or other contact information through which the delegated manager accepts registrations under that delegation; and
 - (9) The nexus category for the delegated manager and each of the other contacts listed above in C.5.1(v)(c)(5)-(7).
- (vi) Maintain and Update Registrant WHOIS Database
 - (a) The Contractor shall maintain, update, and make publicly available such database with current and verified information for all locality-based usTLD registrants, including the registrants of delegated managers and, where applicable, registrants in delegated managers' sub-delegations.
 - (b) The WHOIS database shall allow multiple string and field searching through a reliable, free, public, web-based interface.
 - (c) The WHOIS database shall, at a minimum, consist of the following elements:
 - (1) The name of the registered domain;
 - (2) The Internet Protocol (IP) address of the primary nameserver and secondary nameserver(s) for the registered domain name;
 - (3) The corresponding names of such nameservers;
 - (4) The name of the delegated manager for the registered domain (if any);
 - (5) The creation date of the registration;

- (6) The name, postal address, e-mail address, and telephone and fax numbers of the domain name holder;
 - (7) The name, postal address, e-mail address, and telephone and fax numbers of the technical contact for the domain name holder;
 - (8) The name, postal address, e-mail address, and telephone and fax numbers of the administrative contact for the domain name holder; and
 - (9) The nexus category for the domain name holder and each of the other contacts listed above at C.5.1(vi)(c)(6)-(8).
- (vii) The Contractor shall establish a set of mechanisms to ensure the accuracy of WHOIS data obtained from the delegated managers and locality registrants. Such mechanisms shall include, at a minimum, periodic Contractor reviews, enforcement procedures and an annual report to the COTR. These reports shall be provided to the CO as deliverables under this contract.

C.6 Expanded usTLD Space Functions

- C.6.1 The Contractor shall, at a minimum, incorporate into its policies and procedures for the expanded usTLD structure the following:
- (i) Maintain Shared Registration System. The Contractor shall maintain a shared registration system by which an unlimited number of accredited competing registrars may register, transfer, and update domain names for their customers in the expanded usTLD space (i.e., example.us), as well as obtain technical support.
 - (ii) Accredit usTLD Registrars. The Contractor shall implement a process for accrediting registrars to register names in the expanded usTLD. Such process shall include a contract with each accredited registrar prohibiting proxy and anonymous registration services.
 - (iii) Technical Certification of usTLD Registrars. The Contractor shall implement a technical certification process for registrars in the expanded usTLD space.
 - (iv) Maintain and Update the WHOIS Database.
 - (a) The Contractor shall maintain, update, and make publicly available the WHOIS database with current and verified contact information for all expanded usTLD registrations, including kids.us second-level domains. The Contractor shall operate the WHOIS database at the registry level (not at the level of individual accredited registrars).
 - (b) The WHOIS database shall allow multiple string and field searching through a reliable, free, public, web-based interface.
 - (c) The WHOIS database, at a minimum, shall consist of the following elements:
 - (1) The name of the second level domain registered;

- (2) The IP address of the primary nameserver and secondary nameserver(s) for the registered domain name;
 - (3) The corresponding names of such nameservers;
 - (4) The creation date of the registration;
 - (5) The name, postal address, e-mail addresses, and telephone and fax numbers of the domain name holder;
 - (6) The name, postal address, e-mail address, and telephone and fax numbers of the technical contact for the domain name holder;
 - (7) The name, postal address, e-mail address, and telephone and fax numbers of the administrative contact for the domain name holder; and
 - (8) The nexus category for the domain name holder and each of the other contacts listed above at C.6.1(iv)(c)(5)-(7).
- (v) The Contractor shall establish a set of mechanisms to ensure the accuracy of WHOIS data obtained from registrants. Such mechanisms shall include, at a minimum, periodic Contractor reviews, enforcement procedures, and an annual report to the COTR. These shall be provided to the CO as Contract deliverables.
 - (vi) The Contractor shall not serve as a registrar in the expanded usTLD space, unless otherwise noted in this Statement of Work.

C.7 Enhanced usTLD Functions

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

C.8 Kids.us Second Level Domain Functions

- C.8.1. The Contractor shall maintain and operate the second-level kids.us domain as a safe place on the Internet for children aged 13 or younger.
- C.8.2. The Contractor shall establish written content standards for the kids.us domain that ensure access is limited to material that is suitable for minors and not harmful to minors as the Dot Kids Implementation and Efficiency Act of 2002, Pub. L. No. 107-317, as may be amended (Dot Kids Act), defines such terms.
- C.8.3. The Contractor shall establish rules and procedures for enforcement and oversight to minimize the possibility the kids.us domain provides access to content that violates its standards and requirements.
- C.8.4. The Contractor shall establish a process for removing from the kids.us domain any content that violates its standards and requirements, as may be necessary or required by the Dot Kids Act, as amended.

- C.8.5. The Contractor shall establish a process to provide registrants in the kids.us domain with an opportunity for prompt, expeditious and impartial dispute resolution regarding any registrant material excluded from the kids.us domain.
- C.8.6. The Contractor shall ensure the accuracy of the contact information submitted by registrants and retained by registrars in the kids.us domain by maintaining and updating the WHOIS database for such domain as described above.
- C.8.7. The Contractor shall establish contracts with all kids.us registrars that provide for:
- (i) ensuring use of the kids.us domain will comply with the Contractor's standards and requirements for the domain;
 - (ii) requiring a written agreement with each kids.us registrant ensuring use of the kids.us domain will:
 - (a) comply with the Contractor's standards and requirements for the domain;
 - (b) prohibit two-way and multi-user interactive services in the kids.us domain unless the registrant certifies to the registrar that such services will comply with the kids.us content standards developed by the Contractor and are designed to reduce the risk of exploitation of minors using such two-way and multi-user interactive services; and
 - (c) prohibit hyperlinks in the kids.us domain that take such users outside the kids.us domain.
- And
- (iii) incorporating usTLD policies including those relating to nexus, WHOIS, dispute resolution, and domain name review.
- C.8.8. The Contractor shall submit to Congress an annual report on the Contractor's monitoring and enforcement procedures for the kids.us domain as the Dot Kids Act, as may be amended, requires.
- C.8.9. The Contractor shall maintain the current kids.us Reserved List and provide registrar services as needed for such names.
- C.8.10. The Contractor shall serve as Content Manager and is therefore responsible for reviewing content at the initial registration stage and perform ongoing content monitoring while the kids.us site is active. The Contractor may perform these duties directly or subcontract a portion or all of these duties to a third party(ies).
- C.8.11. The Contractor shall work with the U.S. Internet community, children's advocacy groups, and other interested parties to increase utilization of the kids.us domain by, among other things, promoting awareness of such domain.

C.9 License to Use usTLD and kids.us Promotional Marks

The Contractor shall grant to the DoC a worldwide, non-exclusive, non-transferable, right to use any of the usTLD and kids.us logos, slogans, or other promotional marks domain developed by the Contractor in performance of this contract.

C.10 Transition to Successor Contractor

In the event the DoC selects a successor contractor, the Contractor shall ensure an orderly transition by submitting for the DoC's approval a plan for the transition from the existing registry and the transition to a successor registry.

C.11 Secure Systems

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

C.12 Secure Data

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

C.13 Computer Security Plan

The Contractor shall develop and implement a computer security plan. The Contractor shall also update such plan annually and deliver such plan to the DoC's CO and COTR, upon request.

C.14 Director of Security

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

D. REPORTING REQUIREMENTS

D.1 Periodic Progress Reports

D.1.1 For the base period of the contract, the Contractor shall submit monthly written progress reports to the COTR detailing the Contractor's progress towards meeting the contract requirements. Thereafter, during each option period granted, Contractor shall provide quarterly progress reports to the COTR.

D.1.2 Progress reports shall include the status of all major events, as well as major work performed during the reporting period, including technical status, accomplishments, and complications experienced in fulfilling the contract requirements.

D.1.3 Reports must be submitted in such detail and form as the CO requires.

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

- D.1.4 Within thirty days of the conclusion of the contract's base period and each option period, the Contractor shall submit an uncertified financial report of the revenues received and expenses incurred under the contract.

D.2 Final Report

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

D.3 Security Audit Data and Reports

The Contractor shall generate and retain security process audit data and provide an annual audit report to the DoC's CO and COTR. The Contractor shall also provide to the DoC's CO and COTR specific audit data upon request.

D.4 Annual WHOIS Accuracy Report

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

E. DELIVERABLES

- E.1** The following are regarded as deliverables in accordance with Statement of Work that shall be provided to the CO during the course of performing this contract:

E.1.1 Periodic Progress Reports as described at D.1

E.1.2 Final Report as described at D.2

E.1.3 Security Audit Data and Reports as described at D.3

E.1.4 Annual WHOIS Accuracy Report as described at D.4

E.1.5 Revenue Financial Report as described at D.1.4

E.2 Deliverables Format

The Contractor shall submit all deliverables in Microsoft Word and such other formats as the Contracting Officer or COTR may require.

