

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER NB107030-22-01766		PAGE 1 OF 39	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 1333ND22QNB100408	
6. SOLICITATION ISSUE DATE AUG 17, 2022		7. FOR SOLICITATION INFORMATION CALL: a. NAME CAROL WOOD carol.wood@nist.gov		b. TELEPHONE NUMBER (No collect calls) 301-975-8172		8. OFFER DUE DATE/ LOCAL TIME AUG 26, 2022 03:30 PM ET	
9. ISSUED BY NATIONAL INST OF STDS AND TECHNOLOGY 100 BUREAU DRIVE STOP 1640 BUILDING 301 ROOM B129 GAITHERSBURG MD 20899-1640				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 721110 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO NATIONAL INST OF STDS AND TECHNOLOGY BUILDING 301 SHIPPING AND RECEIVING 100 BUREAU DRIVE GAITHERSBURG MD 20899-0001				16. ADMINISTERED BY			
17a. CONTRACTOR/ OFFEROR. CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.						
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

1. Type of Order:

This is a request for quotation to provide meeting space, sleeping rooms, catering service, and on-site support to host the MEP National Network Summit in September of 2023. All work shall be completed in accordance with the statement of work.

The Government intends to award a single firm fixed price purchase order.

2. Contractor's Point of Contact:

Name: (TO BE IDENTIFIED AT THE TIME OF AWARD)
Phone Number:
Email:

3. NIST Technical Point of Contact:

Name: (TO BE IDENTIFIED AT THE TIME OF AWARD)
Phone Number:
Email:

4. NIST Contracting Officer's Representative (COR) if Applicable:

Name: (TO BE IDENTIFIED AT THE TIME OF AWARD)
Phone Number:
Email:

5. NIST Contracting Officer

Name: Carol Wood
Phone Number: 301-975-8172
Email: carol.wood@nist.gov

5. Designated Government Official (Reference NIST SOP 01-14):

- a. _____ Technical Point of Contact /Administrative Officer
- b. _____ COR/ACOR
- c. XX Contracting Officer

6. Extended Test/Acceptance Period: N/A

7. Additional Information:

The Government's terms and conditions, identified herein, shall be the sole terms and conditions that shall govern this contract.

PAYMENT SCHEDULE

Partial payments will be authorized. The Contracting Officer will negotiate a payment schedule with the Contractor prior to or immediately following award.

Quoters are advised that the Government cannot pay more than 15% of the total amount of the contract upon award and acceptance by the Contractor, that all payments must be tied to tangible deliverables, and that a significant amount of the contract value will be held for the final payment.

Payment shall not be authorized if any items or services were not completed or are rejected by the Government.

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>BASE LINE ITEM</p> <p>The Contractor shall provide meeting space, sleeping rooms, catering service, and on-site support to host the MEP National Network Summit in September of 2023.</p> <p>All work shall be performed in accordance with the statement of work.</p>	1.00	LO		
0002	<p>SEPARATELY PRICED OPTION LINE ITEM</p> <p>Audio-Visual Equipment and Services in accordance with the statement of work.</p>	1.00	LO		
0003	<p>SEPARATELY PRICED OPTION LINE ITEM</p> <p>Hybrid Support with a Virtual Platform in accordance with the statement of work.</p>	1.00	LO		
0004	<p>SEPARATELY PRICED OPTION LINE ITEM</p> <p>Quantity 25 each Additional Attendees</p>	1.00	LO		
0005	<p>SEPARATELY PRICED OPTION LINE ITEM</p> <p>Quantity 25 each Additional Attendees</p>	1.00	LO		
0006	<p>SEPARATELY PRICED OPTION LINE ITEM</p> <p>Quantity 25 each Additional Attendees</p>	1.00	LO		
0007	<p>SEPARATELY PRICED OPTION LINE ITEM</p> <p>Quantity 25 each Additional Attendees</p>	1.00	LO		
0008	<p>SEPARATELY PRICED OPTION LINE ITEM</p> <p>Quantity 25 each Additional Attendees</p>	1.00	LO		
0009	<p>SEPARATELY PRICED OPTION LINE ITEM</p> <p>Quantity 25 each Additional Attendees</p>	1.00	LO		
0010	<p>SEPARATELY PRICED OPTION LINE ITEM</p> <p>Quantity 25 each Additional Attendees</p>	1.00	LO		

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CLAUSES

STATEMENT OF WORK

BACKGROUND

The National Institute of Standards and Technology's Hollings Manufacturing Extension Partnership (MEP) works with U.S. Small and Medium-Sized Manufacturers (SMMs) to help them create and retain jobs, increase profits, and save time and money. The MEP National NetworkTM provides a variety of services, from innovation strategies to process improvements to green manufacturing. MEP also works with partners at the state and federal levels on programs that put manufacturers in position to develop new customers, expand into new markets and create new products.

The purpose of the MEP Summit is to provide a venue for training and development for all levels of MEP Center staff as well as NIST MEP staff, and to enhance capabilities of the MEP National Network by sharing best practices, trends, current and future needs of U.S. SMMs that MEP serves.

A large portion of the agenda of this Summit will be spent training MEP Center and NIST MEP staff on processes, procedures, workshops, etc. that assist in the MEP National Network mission of strengthening and empowering U.S. manufacturers. These training opportunities will help encourage the creation and adaption of improved technologies and provide resources to develop new products that respond to changing market needs.

Most recently, NIST MEP held the MEP National Network Summit in 2017 in downtown Denver at the Hyatt Regency Hotel and in 2019 at the Atlanta Marriott Marquis also located in the center of downtown. It is the intent of MEP to mirror the success of these two past events with the facility being located in a thriving urban area.

OBJECTIVE

The Contractor shall provide meeting space, sleeping rooms, catering service, and on-site support to host the MEP National Network Summit in September 2023. A total of 625 participants are expected to be in attendance. The Government has also included separately priced option line items for audio-visual service and additional attendees.

Historically the layout of the registration area, foyer has had room for exhibits (up to 20). These areas, plus the meeting spaces, general session and breakouts, have been a very short walking distance from each other on the same floor or easily accessible via escalator/elevator between two floors. The meeting spaces have been easily accessible to the attendees sleeping room block with elevators close by. The spaces have been larger than technically required with high ceilings and room for attendees to easily move around the seating areas. The preference is to have a clean, spacious, streamlined, and close together layout.

GO/NO GO REQUIREMENTS

-Quoter must be a meeting venue site. The Government will contract directly with meeting venue sites. The Government is not seeking third party meeting planners.

-Meeting venue must be located in the in the Eastern region of the US, specifically, in the cities, states, identified in the section titled Meeting Location Requirements.

GENERAL REQUIREMENTS

-The Contractor shall host the MEP National Network Summit 2023 for either September 8-13, 2023 (preferred) or September 15-20, 2023 (2nd option).

-The Contractor shall be a single property that can accommodate meeting rooms, catering services, and audio-visual services for a 625-attendee event.

-The Contractor shall provide lodging rooms for 450 attendees. Lodging rooms may be on-site at the meeting venue or a room block at an off-site location not more than ¼ mile from the meeting venue

- Sleeping room blocks have been calculated based upon historical information reasonably expected to attend. The Government chooses this number conservatively so as not to incur attrition fees.

-The property shall not be a casino property.

-Per Sections 501 and 504 of the Rehabilitation Act of 1973, as well as Title III of the Americans with Disabilities Act of 1990 (ADA), the venue shall be physically accessible to people with disabilities.

-The property must meet the Hotel and Motel Fire Safety Act of 1990 (Pub. L. No.101-391, September 25, 1990, as amended by Pub. L. No.105-85, November 18, 1997).

-In the event an unplanned emergency or weather causes NIST to be unable to hold the event during the period indicated, NIST shall coordinate with the Contractor to reschedule the meeting not later than 60 days after the Government provides notification to the Contractor of the need to reschedule. The rescheduling shall take place at no charge or penalty to the Government. The Contractor shall provide alternate dates in the event of hazardous weather, which may be subject to negotiation with the Government. This does not apply to any cancellation associated with COVID-19.

-COVID-19. The Government will consider the operating status of the National Institute of Standards and Technology and relevant federal, state, and local COVID-19 guidance, as appropriate, moving forward. While it is the intent of the MEP to proceed with an in-person event, uncertainties associated with COVID-19 may require that the event date be changed. The Contracting Officer and the Contracting Officer's Representative will provide written notification to the Contractor, at least six months prior to the event date, if conditions warrant that the event be rescheduled. If the event cannot be conducted, the contract will be terminated for the Government's convenience.

MEETING LOCATION REQUIREMENTS

The NIST MEP National Network, Summit 2023 will be held in the Eastern region of the US. The meeting venue must be in one of the following cities/states : Ft. Lauderdale, FL; Jacksonville, FL; Miami, FL; St. Petersburg, FL; Tampa, FL; Boston, MA; Morristown, NJ; Princeton, NJ; Portland, ME; Buffalo, NY; New York City, NY; Niagara Falls, NY; Rochester, NY; Charlotte, NC; Raleigh-Durham, NC; Philadelphia, PA; Pittsburgh, PA; Providence, RI; Charleston, SC; or Richmond, VA.

The meeting venue shall:

- Be no more than twenty-five miles from an international airport.
- Be accessible (within one mile) to public transportation (buses, trains, subways, etc.).
- Have onsite restaurants and eateries and/or be within 5-minute walking distance to restaurants and eateries.

MEETING AND REPORTING REQUIREMENTS

Kick-Off Meeting

The Contractor shall attend a kick-off meeting, with the Government, to review requirements. The meeting shall be held via video conference. The Contracting Officer's Representative (COR) shall schedule and host the meeting.

Status Meetings

The Contractor shall attend regular meetings, with the Government, to review progress, event attendance, and other relevant requirements. The meetings shall be biweekly, then change to weekly 45 days prior to the event.

In addition, the Contractor shall attend status meeting approximately 180 days and 90 days prior to the event, to ensure all meeting planning, logistical issues and questions are addressed. Status meetings shall not preclude the COR and/or the NIST Technical Point of Contact (TPOC) from contacting the Contractor with questions at other times. The Contracting Officer's Representative shall schedule and host these meetings.

Reporting Requirement

Beginning May 2023, the Contractor shall email, bi-weekly, room pick-up reports, in either MS excel or Adobe PDF format. In addition, the Contractor shall provide reports one week prior to the event and a final rooming list at the event's conclusion.

SLEEPING ROOM REQUIREMENTS

The Contractor shall provide sleeping rooms for non-federal and federal overnight attendees, as described in the sleeping room schedule below. Rates quoted must be at a competitive standard rate with a sub block at the current government per diem rate for the geographic location, this availability must match the sleeping room schedule below and must be available for all federal travelers and those on federal travel orders.

The Contractor shall provide a lodging room block for a total of 450 attendees: 125 federal attendees (at per diem) and 325 non-federal attendees, preferable at per diem rates.

The Contractor shall ensure a mechanism exists for individual travelers to make lodging reservations as a "federal" traveler on "invitational traveler (reimbursed by a federal agency)" "or "non-federal" attendee.

Attendees will make their own reservations and pay for their own sleeping rooms.

Room types shall be standard: *A "standard" sleeping room has a bed, desk/work area, individual bath/toilet, television, chair, and closet area. All rooms must include telephone, alarm clock/radio, and access to high-speed wireless Internet access.*

The Contractor shall secure a lodging room block based on the sleeping room schedule below:

Type of Rate	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Standard Rate	15	200	325	325	325	125	15
Government per diem rate	20	75	125	125	125	30	15
Totals:	35	275	450	450	450	155	30

The Contractor shall secure lodging rooms as tax exempt for federal travelers.

MEETING ROOM AND FURNITURE REQUIREMENTS

The Contractor shall ensure that all meeting room space is secured when not in use by the Government and not accessible to other parties.

All rooms/areas listed below (except AV storage) shall be air conditioned/heated and completely carpeted with access to electricity and Wi-Fi.

The Contractor shall provide Wi-Fi in all meeting spaces for all meeting attendees. The Contractor must outline the bandwidth provided. Wireless internet – Sufficient Wi-Fi for up to 625 Summit attendees throughout the contracted meeting spaces for the full event.

The Government reserves the right to utilize a third-party provider for audio-visual (A/V) equipment and service. The Government will execute and administer a separate contract with a third-party A/V provider, however, the Contractor must work with the provider for coordination, set-up, execution, trouble shooting and break down of all equipment. The Contractor shall not be responsible for any problems/issues that are the responsibility of the A/V provider, however, must not hinder the A/V provider's ability remedy any issues.

Meeting rooms must be available one day prior to meeting start date for AV setup.

All space must be available for event use between 6:30 a.m. and 7:00 p.m. local time during meeting dates for MEP Summit staff and attendees.

Staff office must be a 24-hour hold.

Meeting Rooms and Furniture

- a. **AV Storage:** Area for AV crate and meeting supply box storage ready by Saturday, 3rd or 10th. Room must be no less than 600 square feet.
- b. **Meeting Room #1 (Plenary):** One plenary meeting room to accommodate crescent rounds for at least 625 attendees (min 12,000 sq. ft.). In addition, the space must be sufficiently large to accommodate a raised stage large enough to hold a lectern, plus a two 8' tables for a panel with six chairs and raised AV work area (two 8' tables) and AV equipment [see Audio-Visual Equipment for Meeting Room #1 (Plenary Session)] and shall allow attendees to view all local and virtual presentations/video coverage from their seats. The plenary room shall be used for meals. Stage must include a podium and two skirted tables with eight chairs for panels.
- c. **Meeting Room #2 (Exhibit Space):** One exhibit space in close proximity to the plenary and registration area (such as foyer space) to accommodate up to 25 8' skirted tables (2 chairs per table). Room for pipe and drape between tables. Area must also accommodate up to 10 - 30 high-top tables depending on the size of the space, with room for Cyber Café, and networking space.
- d. **Meeting Room #3 and #4 (Staff Office/Storage):** Two meeting rooms to accommodate 12 attendees in boardroom-style seating. The Government will use room for ad-hoc meeting space, staff office and storage. Tables along the walls for organizing meeting materials. Two chairs at each of these tables. The Government prefers that the storage area be connected to or near the Registration Desk Area.
- e. **Meeting Room #5 through #12 (Eight Breakout Rooms):**
 - Two rooms to accommodate 120 attendees in classroom-style, furnished with: one 8' table and podium at front of the room; one 8' table in the rear for materials; a water station, and pens and pads for attendees. Room must be large enough to accommodate AV [See Audio-Visual Equipment for Meeting Rooms #5 - #12 (Breakouts)].
 - a. **Sunday Only - MEP Advisory Board (MAB) meeting:** One of these two rooms must have a special set and AV for the Sunday of the event.as follows - skirted tables set in a "U" shape for up to 20, theatre seating for up to 50 attendees behind the "U" shape. Two 6-8' skirted tables set in the back of the room with four chairs.
 - Three rooms to accommodate up to 80 attendees in classroom-style furnished with: one 8' table and podium at front of the room; one 8' table in the back for materials; a water station, pens, and pads for attendees. Room must be large enough to accommodate AV [See Audio-Visual equipment for meeting rooms #5 - #12 (Breakouts)].
 - Two rooms to accommodate up to 50 attendees in classroom-style, furnished with: one 8' table and podium at front of the room; a water station, and pens and pads for attendees. Room must be large enough to accommodate AV [See Audio-Visual equipment for meeting rooms #5 - #12 (Breakouts)].
 - One room to accommodate up to 25 attendees in classroom-style, furnished with: one 8' table and podium at front of the room; a water station, and pens and pads for attendees. Room must

be large enough to accommodate AV [See Audio-Visual equipment for meeting rooms #5 - #12 (Breakouts)].

- f. **Registration Desk Area:** One foyer area with tables and chairs for registration. The space and number of tables should be suitable for a 625-person meeting.
- g. **Reception Space:** One room to accommodate 625 attendees in reception-style seating. The plenary room may be used.

Meeting Space Times & Summary

Rooms/Seating	Saturday 9AM – 10PM	Sunday 7AM – 7PM	Monday 7AM – 7PM	Tuesday 7AM – 7PM	Wednesday 7AM – 5PM
8 Breakout Rooms	Set up	X	X	X	X
1 Exhibit Space		X	X	X	X
1 Plenary Space	Set up	X	X	X	X
2 Staff Offices	X	X	X	X	X
1 Registration Desk Area	Set up & open by 1 p.m.	X	X	X	X
1 – AV Storage (AV & other)	X	X	X	X	X
1- Reception Space		X			
Total Spaces/Rooms	14	16	15	15	15

Daily Meeting Plan

- Friday (Sept. 8th or 15th) – Shoulder day for small group of staff and attendee arrivals.
- Saturday (Sept. 9th or 16th) – Travel day. Shoulder day for attendee arrival. Pre-conference set up in Staff Office Space at 7:00 a.m. and Registration opens at noon. Meeting room set up throughout facility for banquet team and AV.
- Sunday (Sept. 10th or 17th) - Majority of attendees arrive. Registration area required at 6:30 a.m. All breakout sessions will be in use as well as evening opening reception in plenary session room or alternate area.
- Monday (Sept. 11th or 18th) – Registration, Plenary Sessions, Breakout Sessions. Meeting room requirements identified herein.
- Tuesday (Sept. 12th or 19th) – Plenary Sessions & Breakout Sessions. Meeting room requirements identified herein.
- Wednesday (Sept. 13th or 20th) - Breakout Sessions. Meeting room requirements identified herein. Meetings conclude early afternoon. Most attendees will be checking out.

FOOD AND BEVERAGE REQUIREMENTS

The Contractor shall provide the following catering services for 450 attendees, at a minimum. The number of attendees may be as high as 625. An agenda with exact break and mealtimes will be provided to the Contractor one week prior to the event date.

The cost per meal (breakfast and lunch) shall be within per diem rate, or as close to per diem rates as reasonably possible.

Sunday:

- All day beverage service from 6:30 a.m. until 6:30 p.m.
- Opening reception to include cash bar for individuals to pay for alcoholic beverages at his/her discretion and light reception style food and non-alcoholic beverage offerings

Monday:

- Deluxe continental breakfast with hot items
- All day beverage service from 6:30 a.m. until 6:30 p.m.
- Buffet lunch (to include hot or cold entrée, side items, non-alcoholic beverage, and dessert)
- Afternoon snack break

Tuesday:

- Deluxe continental breakfast
- All day beverage service
- Buffet lunch
- Afternoon snack break

Wednesday:

- Deluxe continental breakfast with hot item
- Half day beverage service from 6:30 a.m. until 12:00 p.m.

Beverage Service shall include coffee, decaf, hot water, assorted teas, creamer, assorted sweeteners, assorted regular and diet soda, bottled water.

Snack breaks shall consist of both sweet and salty snack items and fruit.

Light reception-style foods shall include hot and cold hors d'oeuvres and vegetable or cheese trays.

Deluxe continental breakfast with hot item shall include at least one egg choice and one meat item.

Lunch buffet shall include one hot or cold protein: chicken, beef, pork; one hot or cold side to include starch such as vegetarian pasta, potato, or rice, one hot vegetable side dish, and a green salad with choice of salad dressings and a dessert.

Dietary Restrictions Accommodations

Accommodation shall be made for dietary restrictions identified by registrants and confirmed by the Government, which may include but not be limited to: Vegetarian, Vegan, Gluten Free, Nut Allergy, No Dairy, etc. The Contractor shall confirm all catering items with the COR. These accommodations must not impact the total firm fixed price of the contract. All food shall be labeled as applicable.

SEPARATELY PRICED OPTION LINE ITEMS

The Government has included the following line items as separately priced option line items:

Line Item 0002: Audio-Visual Equipment
Line Item 0003: Hybrid Support with a Virtual Platform
Line Item 0004: Quantity 25 each Additional Attendees
Line Item 0005: Quantity 25 each Additional Attendees
Line Item 0006: Quantity 25 each Additional Attendees
Line Item 0007: Quantity 25 each Additional Attendees
Line Item 0008: Quantity 25 each Additional Attendees
Line Item 0009: Quantity 25 each Additional Attendees
Line Item 0010: Quantity 25 each Additional Attendees

The Government may exercise separately priced option line items, at its discretion, subject to the availability of funds, in accordance with the timelines identified herein.

Exercise of separately priced option line items for additional attendees will impact food and beverage, however, may not impact the number of sleeping rooms.

LINE ITEM 0002 - AUDIO VISUAL PRODUCTS AND SERVICES

As previously identified, the Government reserves the right to utilize a third-party Contractor for audio-visual products and services identified below.

The Government has included a separately priced option line item for audio-visual equipment and services. The Government may exercise this option line item, at its discretion, at the time of award, **or at any time, not later than seven (7) days prior to the start date of the event.**

If this option line item is exercised, the Contractor shall provide all the of the following:

Audio-Visual General Requirements:

- Dedicated internet hardlines– Internet hardlines (minimum 50mbps upload and download speed) sufficient to support hybrid in the plenary session, plus registration area and up to two breakout sessions.
- Internet back up - Back up plan/equipment in case internet in plenary session fails.
- Labor - All labor to set/strike and man necessary AV equipment; AV support shall be available to the Summit for the full event.

Audio-Visual Equipment for Meeting Room #1 (Plenary Session):

- One (1) podium and microphone
- Two (2) handheld wireless, push-to-talk microphones for stage
- Three (3) handheld wireless microphones with stands for audience
- Two (2) wireless lavalier microphones
- One (1) Confidence Monitor for presentations
- IMAG projection (not recorded) required as all local and virtual presentations/video coverage must be viewable by all in attendance; presentations shall be legible and bright enough for ease of viewing for all seating.
 - A minimum of two (2) cameras required. Pan/tilt/zoom cameras are an option; smooth video transitions preferred.
 - Screen sizes and lumens of projector shall fall under AVIXA standards for 1080p resolutions.
- IMAG solution shall include remote advancer, screens, and dress kits.
 - Pipe and drape behind screens and stage.
- One (1) sound system to include live mixing and amplification.
 - Sound system shall include at minimum microphones and program audio amplification within room.
- Tech table with enough laptops to run presentations, and IMAG
- Sufficient power drops for tech table, light, video, and audio.
- Digital recording of the presentation slides, live venue video and program audio. A standard MPEG-4 (.mp4) file for each presentation shall be delivered to NIST on a portable hard drive no later than one week from the end date of the meeting.
- All switchers, DAs, mixers, power, and other associated gear and supplies to meet the above requirements.
- LABOR: AV technician(s) to record the presentation and audio for all plenary sessions.
- LABOR: AV technician(s) to operate visual, sound, lighting and meet the above requirements.

Audio-Visual Equipment for Meeting room #2 (Exhibit Area):

- Power drops must be available for order for each exhibitor as needed (up to 25) through an exhibit management company closer to the event.

Audio-Visual Equipment for Registration Desk Area:

- One (1) power drop with three power strips.

Audio-Visual for Meeting room #3 & 4 (Staff Office/Storage):

- One (1) B&W laser printer
- One (1) laptop
- Power drop for printer and to support multiple staff laptops

Audio-Visual Equipment for Meeting Rooms #5 - #12 (Breakouts):

- Two (2) appropriately sized projector and screens, with remote advancer, for each Meeting Room #5-6
- One (1) appropriately sized projector and screen, with remote advancer, in each Meeting Room #7-12
- Sufficient power drops as needed for AV equipment
- One (1) podium for each Meeting Room #5-#12
- One (1) laptop on podium, connected to the projector(s), for each Meeting Room #5-#12
- Three (3) microphones--one on podium, one wireless on stand, one lavalier--in each Meeting Room #5-#12
- Patch to in-house sound or external audio as needed.
- (Three) 3 microphones in each room: One (1): on podium, one wireless on stand, one lavalier
- easel and flipchart with pens/markers in each Meeting Room #5-#12

MAB Board Setup: On Sunday only, one of the larger breakout meeting rooms #5 -12 requires the additional equipment:

- Twenty (20) push-to-talk microphones
- Power to table at the back of the room Mixer as needed to manage additional microphones

LINE ITEM 0003 – HYBRID SUPPORT WITH A VIRTUAL PLATFORM

The Government has included a separately priced option line item for hybrid support with a virtual platform. The Government may exercise this option line item, at its discretion, at the time of award, **or at any time, not later than seven (7) days prior to the start date of the event.** The Government will not exercise this line item without exercising the option line item for audio visual products and services.

If this option line item is exercised, the Contractor shall provide all the of the following:

The Contractor shall provide hybrid support in the plenary session room only, Monday – Wednesday of the full Summit. Hybrid support shall include all of the following:

- The ability for virtual attendees to see speakers, presentations, and in-person attendees asking questions at all aisle microphones within the venue.
- The ability for in-person attendees to see and hear virtual attendees from the plenary room during question-and-answer sessions.
- The ability for virtual panelists to be seen and heard by all attendees, alongside live in-person panelists.
- Providing a bi-directional Q&A component for virtual attendees.
- Providing lower thirds of names and titles of all speakers, to be displayed as they appear on screen.
- Providing ample lighting so in-person speakers' faces can be clearly seen by virtual participants. *Studio quality is not required.*

The Contractor shall provide and support a virtual event platform that shall include the following:

- Ability for all participants to join from any browser and mobile device.
- Host up to 500 participants.
- Host Plenary Sessions, Pre-recorded video sessions, Networking rooms.
- Host live sessions outlined in Plenary Q&A Sessions, Pre-recorded video sessions Q&A Sessions, and Networking rooms.
- Provide a Q&A and chat portal for attendee questions.
- Provide an attendee report post-workshop.
- Provide the ability for private chat messaging between participants.
- Host pre-recorded presentations.
- Personally identifiable information (PII) MUST NOT be shared, in chat, or elsewhere within any platform.
- Provide a call-in access option for attendees to participate in live sessions.
- Provide only registered attendees access to the virtual platform. NIST will provide the registrant list prior to the event, and/or throughout the event dates as attendees register.
- E-mail participants instructions on how to join and use the platform.

Hybrid Equipment for Meeting Room #1 (Plenary Session):

- One (1) sound system to include live mixing and amplification.
- Sound system shall include at minimum microphones and program audio amplification within room, audio to and from virtual attendees.
- Tech table with enough laptops to run presentations, IMAG, and virtual participation.

Consistent with NIST's Information Technology (IT) Security requirements, the Contractor must utilize video conferencing platforms and tools that have been determined by NIST to possess components and controls that are within the system boundary and are compliant with the Federal Information Processing Standards (FIPS) Publication 200, 'Minimum Security Requirements for Federal Information and Information Systems' and NIST Special Publication 800-53 'Security and Privacy Controls for Federal Information Systems and Organizations,' at the low, moderate, or high impact level.

NIST-authorized video conferencing platforms and tools, include BlueJeans, WebEx, Zoom for Government, Microsoft Teams, Vimeo, YouTube, CVENT Virtual Attendee Hub and Cadence. The Contractor shall provide all equipment and provide all services necessary to broadcast the live sessions in the room from a NIST-authorized platform.

LINE ITEMS 0004 THROUGH 0010 QUANTITY 25 EACH ADDITIONAL ATTENDEES

The Government is contracting for 75% of the total number of expected attendees so as not to incur attrition fees. The Government has included seven separately priced option line items for additional attendees. Each option line item is for 25 additional attendees.

The Government may exercise one or more of these option line items, at its discretion, in the event registration exceeds 450 individuals. Option line items may be exercised at any time after award, up to the start date of the event. Not more than 25-50 attendees are expected to be added on or immediately before the start date of the event.

The Government anticipates that a higher number of attendees will yield a benefit to the Government relevant to meeting space, audio-visual, and/or food and beverage costs. The Contractor shall identify the impact to their price quotation if option line items for additional attendees are exercised.

SUMMARY REPORT

The Contractor shall provide a final summary report which details all services provided.. At a minimum, all the following shall be addressed:

1. Meeting Space for all attendees
2. Lodging Rooms, excluding tax for Non-Federal Attendees
3. Audio Visual Equipment and Services
4. Wi-Fi in public meeting space

DELIVERABLES

Contractor attendance at kick-off meeting -

Due Date: One week after the date of award

Contractor attendance at weekly meetings -

Due Date: Weekly

Periodic updates and reports summarizing the room reservations -

1. Upon request
2. 2 weeks prior to the event
3. 1 week prior to the event
4. Final rooming list provided to NIST at the conclusion of the event

MP4 files on a portable hard drive shall be delivered not later than one week after the last day of the meeting (September 20th or September 27th). Files shall be named by date and time and chunked by session.

Separate Reservation mechanisms established for Federal and Non-Federal travelers -

Due Date: Two weeks from the date of award

Summary Report

Due Date: Not later than October 15, 2023

PERIOD OF PERFORMANCE

The period of performance shall be from the date of award through October 15, 2023.

PERSONNEL REQUIREMENTS

Key Personnel

The Government shall identify the Onsite Coordinator as Key Personnel. Reference the Department of Commerce (DOC) clause 1352.237-75 incorporated herein.

Onsite Coordinator

The Government anticipates that the Contractor's onsite coordinator will serve as the point of contact for all meeting site details, serve as the liaison to the AV team and be a resource to answer all hotel questions prior to and during the meeting. This shall include, but is not limited to logistical issues, meeting room issues, AV/hotel liaison issues, and sleeping rooms.

The Contractor shall provide an onsite coordinator that possesses all of the following qualifications:

- Experience with large-scale meetings. For the purpose of this procurement, "large-scale meetings" means meetings with over 600 attendees, consisting of multiple concurrent activities and breakout sessions.
- Experience in program management, team oversight and onsite management.

Additional Personnel

This contract requires a team of highly qualified personnel with a comprehensive range of capabilities, encompassing all experience and expertise identified below. In addition to key personnel, the Contractor must have the resources to establish and maintain a technical team, throughout the life of the contract, who, collectively, possess all of the following expertise and experience.

- Ability to provide space availability and room configurations.
- Ability to oversee catering functions; prepare accurate and timely Banquet Event Orders.
- Experience coordinating AV requirements for virtual and in-person conferences and meetings.
- Ability to book onsite or provide a listing of nearby guest sleeping room accommodation information as needed for groups.
- Ability to develop requirements and budgets and have the knowledge of industry standards and best practices on safety to ensure that the crew properly addresses tripping hazards and any other safety issues.
- Experience setting up, operating, and troubleshooting the full complement of AV professional equipment and systems for live events, for video and audio recording, for streaming video and webcasting.
- Experience setting up, overseeing, and executing the full complement of food and beverage functions.

EVALUATION CRITERIA

The Government intends to award a single contract to provide meeting space, sleeping rooms, catering services, and the option to provide audio visual services, for the 2023 MEP National Network Summit.

The Government will utilize GO/NO GO and best value when evaluating quotations.

GO/NO GO

Quoters must meet all go/no go requirements identified in the statement of work. Quotations will first be evaluated to confirm that all go/no go requirements have been met. Quotations that satisfy all go/no go criteria, will be evaluated in accordance with the Best Value Evaluation.

Quotations not meeting all go/no go requirements will not be considered further for award.

BEST VALUE EVALUATION

The Government will award a single contract, resulting from this solicitation to the responsible quoter whose quotation, conforming to the solicitation, results in the best value to the Government, price and other factors considered.

The following will be used to evaluate quotations:

Capability
Personnel Resources
Past Performance
Price

Capability, Personnel Resources, and Past Performance shall be equal in importance to each other. Capability, Personnel Resources, and Past Performance, when combined, shall be equal in importance to price.

In determining best value, stronger consideration shall be given to the Capability evaluation factors as stated herein.

CAPABILITY

Review of Quotation

Documentation provided by the Contractor will be evaluated to determine the degree to which the quoter demonstrates the capability to coordinate and provide meeting space and sleeping rooms for the Summit, provide and execute audio visual services, provide and execute catering services, complete administrative requirements, and plan, support and execute virtual/hybrid events. The quoter must demonstrate that all statement of work requirements will be met.

Virtual Tour

The virtual tour will be evaluated to confirm the assertions made in the written quotation, view the layout of the venue, and further determine the Contractor's capability to complete the required work.

In determining best value, preference shall be given to:

1. The layout as described in the background of the statement of work. The preference is for a spacious, streamlined, and close together layout;
AND/OR
2. Venues with wider varieties and numbers of full-service restaurants and eateries.

PERSONNEL RESOURCES

Proposed key personnel, and other personnel resources, will be evaluated to confirm that proposed personnel meet all requirements of the statement of work and that the Contractor has sufficient resources to maintain a team of experts as required by the statement of work.

PAST PERFORMANCE

Evaluation of Past Performance shall be based on the references provided and/or the quoter's recent and relevant procurement history with NIST, its' affiliates, and/or other relevant references. Past performance evaluation shall determine the overall quality of the services provided by the Contractor.

Quoters with no relevant past performance shall be rated as neutral.

PRICE EVALUATION

The quoted labor rates and/or quoted prices for other direct costs will be evaluated by the Government. The price evaluation will determine whether rates and prices are complete and fair and reasonable in relation to the labor categories, the product or service being quoted, and the solicitation requirements. Quoted prices must be entirely compatible with the technical quotation and the solicitation.

Options. The Government will evaluate quotations inclusive of prices quoted for the separately priced option line items. The Government may determine that a quotation is unacceptable if the option prices are significantly unbalanced. Evaluation of option pricing does not obligate the Government to exercise an option line item.

The Government anticipates that a higher number of attendees will yield a price benefit to the Government relevant to meeting space, audio-visual, and/or food and beverage costs. The Government will consider all quoted discounts during price evaluation.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(1) Is set aside for small business and has a value above the simplified acquisition threshold;
(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

(1) The solicitation number;
(2) The time specified in the solicitation for receipt of offers;
(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;
(7) Remit to address, if different than mailing address;
(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
(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. Offers 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 offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. 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 offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, 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 offers 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 offers 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 offers; or

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

(C) If this solicitation is a request for proposals, it was the only proposal received.

(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 offers cannot be received at the Government office designated for receipt of offers 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 offers 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) Offers may be withdrawn by written notice received at anytime before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, 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 offers 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 offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers 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, offers 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.

(i) Availability of requirements documents cited in the solicitation.

(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 (<https://assist.dla.mil/online/start>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(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 (<https://assist.dla.mil/wizard/index.cfm>);

(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.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment

directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) Reserved.

(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 products, the make and model of the product 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)

a) General Instructions

Quotations are required to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the quotation must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the quoter, the date, and the solicitation number.

Quoters must submit a business quotation, a technical quotation and a price quotation in accordance with the instructions herein.

Quotations must be submitted, via email, to Carol.wood@nist.gov, not later than the date and time identified in Block 8 of the Standard Form 1449.

E-mail quotations will be considered received when the e-mail enters into the electronic inbox of Carol Wood.

Only information received on or before the due date and time identified on the Standard Form 1449 will be considered for award. Any quotation, or part thereof, received after the due date and time, will be deemed late and not considered for award.

(b) Overall Arrangement of the Quotation. Each volume shall be clearly marked by volume number and title. The quotation must be split into four volumes:

- (1) Business Quotation
- (2) Go/No Go Quotation
- (3) Technical Quotation
- (4) Price Quotation

(1) BUSINESS QUOTATION

(i) The Standard Form 1449, must be executed fully and used as the cover sheet (or first page) of Volume I. Include one (1) originally signed copy of the form in the Original Volume I.

(ii) Acceptance Period - The acceptance period shall not be less than 120 days.

(iii) Concurrence with all terms and conditions of the solicitation. The Contractor shall state in their quotation that they accept all terms and conditions of the solicitation without change, modification, deletion or addition. Exceptions must be clearly documented and proposed changes discussed.

(iv) The Unique Entity Identifier (UEI) for the quoter's registration at the System for Award Management, (www.SAM.Gov) website. **Quoters are required to have an active registration at the sam.gov website to receive an award and to be considered for award.** However, if the Contractor has not had a SAM.Gov registration in the past and/or its registration requires "reactivation", AND the quoter provides documentation of the pending submission to SAM.Gov, the quotation will be considered. Quoters whose SAM.Gov registration is "inactive" at the time the quotation is submitted, without further documentation, will not be considered for award.

(v) If the quoter's representations and certifications do not reflect the NAICS code governing this solicitation, quoters must submit documentation of their business size in accordance with the size standard associated with the NAICS code governing this solicitation.

(vi) Signature Authority - The person signing the Standard Form 1449 must have the authority to commit the quoter to all the provisions and clauses of the solicitation, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.

(2) GO/NO GO QUOTATION

Quoters must clearly demonstrate that all go/no go requirements identified in the statement of work are met. It is the responsibility of the quoter to ensure that documentation submitted fully addresses all go/no go requirements. Discussions will not be conducted after evaluation the go/no go quotation.

(3) TECHNICAL QUOTATION

(A) General

(1) The technical quotation must clearly indicate the quoter's capabilities and the means that will be used to satisfy the requirements of the Statement of Work. The quotation will be evaluated in accordance with the evaluation criteria.

The quotation must be practical and be prepared simply and economically, providing straightforward, concise delineation of what it is the quoter will do to satisfy the requirements of the Statement of Work.

(2) In order that the technical quotation may be evaluated strictly on the merit of the material submitted, no price information shall be included.

(3) The quotation shall not merely offer to perform work in accordance with the statement of work, but shall outline the actual work proposed as specifically as practical. The Statement of Work reflects the problems and objective of the program under consideration; therefore, repeating the Statement of Work without sufficient elaboration will not be acceptable.

(4) The quotation must be typed, on 8-1/2" by 11" paper, not exceeding 30 pages, single sided, single spaced, exclusive of submissions for personnel resources, experience and past performance evaluation factors. Project descriptions shall be limited to ½ page per description. Resumes shall be limited to three, single sided pages.

(B) Specific areas to be addressed:

For the purpose of evaluation of Capability

Quoters shall provide detailed documentation of their capability to perform the work identified in the Statement of Work. The technical quotation must address all of the following:

- A discussion of the quoter's ability to arrange and execute meetings for large groups (up to 450 attendees). Documentation must include, at a minimum, a list of meeting spaces that will be utilized, including dimensions for each space, a description of and number of sleeping rooms available to be utilized, available full-service restaurants, location of parking facilities and public transportation options, and how reservations are handled and processed.

- How Key Personnel manage multiple concurrent projects with different and potentially competing deadlines;

- Equipment and service resources that will be utilized when providing and executing audio visual services. Documentation must include, at a minimum, a list of available equipment, sources for equipment, and audio-visual management and support service providers;

- Equipment, suppliers and resources that will be utilized to provide and execute catering services. Documentation must include, at a minimum, identification of in-house and/or facility-approved catering service providers, and food service offerings for continental and hot breakfast; AM and PM coffee breaks; boxed lunches; buffet-style lunches; and receptions with cash bar banquet dinners;

- Available resources, equipment, knowledge and ability relevant to planning and executing virtual/hybrid events.

- Documentation of the virtual platform(s) the Contractor has available for use consistent with the IT Security requirements identified in the statement of work.

For the purpose of the evaluation of the Virtual Tour

The Contractor shall not submit a recorded virtual tour with the quotation.

The Government will complete its evaluation of the Contractor's written technical quotations. Upon completion of this evaluation, the Contractor may be required to provide a **live, virtual tour** of the venue. The Contracting Officer will provide written notice to

the Contractor to include two available dates and times for the virtual tour. The tour must not exceed one hour in length.

All of the following must be included, and clearly visible, during the virtual tour:

- See the entrance to the venue/hotel from the outside and the area directly around the venue/hotel (from the entry way.)
- Meet the Event Coordinator, Salesperson, the Conference Service Manager that would be assigned to the meeting, and the AV sales contact.
- View the lobby area of the hotel/check-in desks.
- Walk by the hotel food outlets.
- View the foyer of the general session area to evaluate if exhibiting can fit and see the proposed registration area.
- View the proposed general session area and breakout rooms.
- View the proposed staff office.
- Walk from any proposed breakout rooms to general session room.
- Walk from general session room to the sleeping rooms.

For the purpose of evaluation of Personnel Resources

Quoters must provide documentation which clearly demonstrates that all personnel requirements will be met. Documentation may include, but is not limited to resumes, project descriptions including a list of project responsibilities for any given individual, and/or capability statements for consultants or subcontractors.

The quoter shall provide a letter of commitment or other documentation which clearly documents that proposed consultants, and/or subcontractors have agreed to work with the Contractor should they receive an award.

For the purpose of evaluation of Past Performance,

Past Performance information regarding relevant contracts over the past three to five with Federal, state, or local governments, or commercial customers.

If the quoter intends to subcontract with another firm(s) for part of this requirement, that firm's past performance information shall also be provided.

If the quoter has no relevant past performance, it shall include a statement to that effect in its quotation.

The Government reserves the right to consider data obtained from sources other than those described by the quoter in its quotation.

For each contract, the quoter shall provide the following information:

- Contract number;
- Description and relevance to solicitation requirements include dollar value;
- Period of Performance - indicate by month and year the state and completion (or "ongoing") dates for the contract;
- Reference Contact - If a non-Government contract, identify the name and address of the client with current telephone number and email address of a point of contact of the client responsible for the contract;
- Contracting Office - If a Government contract (Federal or state), identify the Procuring Contracting Officer (PCO), Administrative Contracting Officer (ACO), and Contracting Officer's Representative (COR), and their names, current telephone numbers and email addresses;
- Problems Encountered - include information regarding any problems encountered on the contracts described above and corrective actions taken to resolve those problems.

(4) PRICE QUOTATION

Firm fixed prices must be submitted for all line items, including separately priced option line items. The aggregate value of all line items, including separately priced option line items must be included in the price quotation.

Firm fixed prices must be supported by the following price information, as appropriate:

- Fully loaded hourly labor rates for all labor categories required to perform work in task areas identified in the statement of work. Fully loaded rates shall include wages, indirect costs and profit.

- Name(s) of proposed subcontractors and consultants and identify fully loaded hourly rates for all subcontractors and consultants.

- Prices for all other direct costs such as:

- Meeting room space

- Audio-visual equipment

- Catering items and services

- Other items or services that are price components of the quoted firm fixed price.

-The Government anticipates that a higher number of attendees will yield a price benefit to the Government relevant to meeting space, audio-visual, and/or food and beverage costs. Quotes must clearly identify any discounts and/or price savings that may benefit the Government within quoted prices for separately priced option line items.

Quoters must be consistent with their usual accounting practices and procedures and calculate fully loaded labor rates that include only costs considered allowable in accordance with the Federal Acquisition Regulation (FAR) Part 31.

Quoters must have the financial capacity, working capital and other resources to perform work under this contract.

The Government anticipates competition under this solicitation. However, in order to determine the prices are fair and reasonable, the Government reserves the right to request the quoter provide further cost breakdown to support proposed prices.

The Service Contract Act does not cover bona fide executive, administrative, or professional employees. If Contractor employees performing under this requirement fall within this exemption, quoters must state the applicable exemption. Reference Fact Sheet 17a at <http://www.dol.gov/whd/regs/compliance/fairpay/fs17a>.

Labor categories that are covered by the Service Contract Act must be priced in accordance with the wage determination for the geographical region where work will be performed. Wage determinations are available at the U.S. Department of Labor's on-line wage determination website, www.wdol.gov. The price quotation must reference the wage determination.

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

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

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

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

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

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
(Reference 52.204-16)

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)
(Reference 52.204-17)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
(Reference 52.204-18)

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

52.204-20 PREDECESSOR OF OFFEROR (AUG 2020)
(Reference 52.204-20)

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

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)
(Reference 52.209-5)

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

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
(Reference 52.209-10)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)
(Reference 52.212-3)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)
(Reference 52.212-4)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2021)
(Reference 52.222-18)

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

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

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(Reference 52.223-6)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS
RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (JUN 2020)
(Reference 52.225-25)

52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)
(Reference 52.227-1)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)
(Reference 52.227-2)

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

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

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

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

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

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

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

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

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)
(Reference 52.232-40)

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

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

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

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

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

52.203-12 DEV 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERALTRANSACTIONS (DEVIATION NOV
1990) (JUN 1997)
(Reference 52.203-12 DEV)

52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing
Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent
appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it--

(1) Has [] filed all Federal tax returns required during the three years preceding the certification;

(2) Has not [] been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not [], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End Of Provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

XX (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

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

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

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

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

(10) [Reserved]

(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) [Reserved]

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

(ii) Alternate I (MAR 2020) of 52.219-6.

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

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

(ii) Alternate I (MAR 2020) of 52.219-7.

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

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

(17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

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

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

- (iv) Alternate III (JUN 2020) of 52.219-9.
- (v) Alternate IV (SEP 2021) of 52.219-9.
- (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (MAR 2020) of 52.219-13.
- (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021)) (15 U.S.C. 657f).
- XX (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021)) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (MAR 2020) of 52.219-28.
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- XX (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- XX (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).
- XX (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- XX (30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- XX (31) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020)(38 U.S.C. 4212).
- (ii) Alternate I (JUL 2014) of 52.222-35.
- XX (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (ii) Alternate I (JUL 2014) of 52.222-36.
- XX (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- XX (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- XX (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN, 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN, 2016) (E.O. 13693).
- (40) (i) 52.223-13, Acquisition of EPEAT(R) -Registered Imaging Equipment(JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (OCT 2015) of 52.223-13.
- (41) (i) 52.223-14, Acquisition of EPEAT(R) -Registered Television (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products(MAY 2020) (42 U.S.C. 8259b).
- (43) (i) 52.223-16, Acquisition of EPEAT(R)-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-16.
- XX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- (45) 52.223-20, Aerosols (JUN, 2016) (E.O. 13693).
- (46) 52.223-21, Foams (JUN, 2016) (E.O. 13693).
- (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).
- (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub.

L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (JAN 2021) of 52.225-3.

(iii) Alternate II (JAN 2021) of 52.225-3.

(iv) Alternate III (JAN 2021) of 52.225-3.

(50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

(56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (31 U.S.C. 3332).

(59) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

XX (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

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

(ii) Alternate I (APR 2003) of 52.247-64.

(iii) Alternate II (NOV 2021) of 52.247-64.

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

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

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

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

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

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

(e)

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

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

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

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

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

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

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

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

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

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

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

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

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

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End Of Clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

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

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

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
www.acquisition.gov

(End of Provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

WWW.ACQUISITION.GOV
REFERENCE THE
FEDERAL ACQUISITION REGULATION (FAR) AND THE DEPARTMENT OF COMMERCE ACQUISITION REGULATION (CAR)

(End of Clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any (48 CFR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End Of Clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of Clause)

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

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

(End of clause)

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

(a) TO BE IDENTIFIED AT THE TIME OF THE AWARD is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at:

Phone Number:

Email:

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

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

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

(End of clause)

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

(a) There is a potential organizational conflict of interest (see FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest) due to . Accordingly:

(1) Restrictions are needed to ensure that .

(2) As a part of the proposal, the offeror shall provide the Contracting Officer with complete information regarding previous or ongoing work that is in any way associated with the contemplated acquisition.

(b) If award is made to the offeror, the resulting contract may include an organizational conflict of interest limitation applicable to subsequent Government work, at either a prime contract level, at any subcontract tier, or both. During evaluation of proposals, the Government may, after

discussions with the offeror and consideration of ways to avoid the conflict of interest, insert a provision in the resulting contract that shall disqualify the offeror from further consideration for award of specified future contracts.

(c) The organizational conflict of interest clause included in this solicitation may be modified or deleted during negotiations.

Alternate I (APR 2010).

At the discretion of the Contracting Officer, substitute the following paragraph (b) for paragraphs (b) and (c) in the basic provision:

(b) The organizational conflict of interest clause in this solicitation may not be modified or deleted.

(End of clause)

1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)

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

(End of clause)

1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

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

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

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

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

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

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

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

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

Contractor may be required to eliminate the subcontractor from its team, at the contractor's own risk.

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

(End of clause)

1352.215-72 INQUIRIES (APR 2010)

Offerors must submit all questions concerning this solicitation in writing to CAROL.WOOD@NIST.GOV . Questions should be received no later than seven (7) calendar days after the issuance date of this solicitation. Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

(End of clause)

1352.228-70 INSURANCE COVERAGE (APR 2010)

(a) Workers Compensation and Employer's Liability. The contractor is required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General liability.

(1) The contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) When special circumstances apply in accordance with FAR 28.307-2(b), Property Damage Liability Insurance shall be required in the amount of \$500,000.00 at a minimum .

(c) Automobile liability. The contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel liability. When contract performance involves use of vessels, the Contractor shall provide, vessel collision liability and protection and indemnity liability insurance as determined by the Government.

(End of clause)

1352.233-70 AGENCY PROTESTS (APR 2010)

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

(b) Agency protests filed with the Contracting Officer shall be sent to the following address: NIST
ATTN: CAROL A. WOOD
100 BUREAU DRIVE
MAIL STOP 1640

GAITHERSBURG, MD 20899

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: NIST
ATTN: DIRECTOR, OFFICE OF ACQUISITION AND AGREEMENTS MANAGEMENT
100 BUREAU DRIVE
MAIL STOP 1640

GAITHERSBURG, MD 20899

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

(e) Service upon the Contract Law Division shall be made as follows:

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

(End of clause)

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

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

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

(c) Service upon the Contract Law Division shall be made as follows:

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

(End of clause)

1352.237-75 KEY PERSONNEL (APR 2010)

(a) The contractor shall assign to this contract the following key personnel:
TO BE IDENTIFIED AT THE TIME OF AWARD

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

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

(End of Clause)

1352.270-70 PERIOD OF PERFORMANCE (APR 2010)

(a) The base period of performance of this contract is from Reference the statement of work through . 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		
Option II		
Option III		
Option IV		

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

(End of clause)

52.232-99 DEV PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS CONTRACTORS (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including paragraph (b), in all subcontracts will small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

NIST LOCAL-36 TRAVEL NOTE

(a) The government will reimburse the contractor for all necessary expenses

in connection with travel authorized pursuant to this order/contract. Costs

incurred for lodging, meals, and incidental expenses shall be considered to

be reasonable and allowable only to the extent that they do not exceed on a

daily basis the maximum per diem rates in effect at the time of travel as

set forth in the Federal Travel Regulations prescribed by the General

Services Administration.

(b) Subsistence is authorized in accordance with the DoC and Federal

Travel Regulations. Invoices requesting reimbursement for travel must be

accompanied by itemized paid receipts. The invoices must be submitted to

the payment office specified elsewhere in this order/contract.

(END OF CLAUSE)

NIST LOCAL-55 ELECTRONIC BILLING INSTRUCTIONS FOR DELIVERY/TASK ORDERS

NIST requires that Invoice/Voucher submissions are sent electronically via email to INVOICE@NIST.GOV.

Each Delivery/Task Order Invoice or Voucher submitted shall include the following:

(1) Contract number;

(2) Contractor name and address;

(3) Unique entity identifier (see www.sam.gov for the designated entity for establishing unique entity identifiers);

(4) Date of invoice;

(5) Invoice number;

(6) Amount of invoice and cumulative amount invoiced to-date;

- (7) Contract Line Item Number (CLIN);
- (8) Description, quantity, unit of measure, unit price, and extended price of supplies/services delivered;
- (9) Prompt payment discount terms, if offered; and
- (10) Any other information or documentation required by the contract.