

DOC LOCAL CLAUSES
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SECTION B

1352.216-70 Contract Type (March 2000)

[PRESCRIPTION: Insert in all contracts.]

This is a (Cost Plus Fixed Fee Level of Effort/Firm Fixed Price, etc) (Task Order/Delivery Order) type contract for (services/supplies/construction). It consists of a base period from _____ to _____ and (____) one-year options.

1352.216-71 Award Fee (March 2000)

[PRESCRIPTION: Insert in Cost-plus-award-fee contracts.]

The amount of award fee the Contractor earns, if any, is based on a subjective evaluation by the Government of the quality of the Contractor's performance in accordance with the award fee plan. The Government will determine the amount of award fee every _____ months. The Fee Determination Official (FDO) will unilaterally determine the amount of award fee. The FDO's determination will be in writing to the Contractor. The Government may unilaterally change the award fee plan at any time and will provide such changes in writing to the Contractor prior to the beginning of the applicable evaluation period. The Contractor may submit a voucher for the earned award fee. Available award fee not earned during one period does not carry over to subsequent periods.

1352.216-72 Minimum and Maximum Contract Amounts (March 2000)

[PRESCRIPTION: Insert in indefinite delivery/indefinite quantity contracts.]

During the period specified in the ORDERING clause (FAR 52.216-18), the Government shall place orders totaling a minimum of _____. The amount of all orders shall not exceed _____.

1352.216-73 Ceiling Price (March 2000)

[PRESCRIPTION: Insert in all Time and materials and labor hour contracts.]

The ceiling price of this contract is \$_____. The Contractor shall not make expenditures nor incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

1352.216-74 Estimated and Allowable Costs – Fully Funded Contracts (March 2000)

[PRESCRIPTION: Insert in cost-reimbursement contracts, when appropriate. The clause may be modified to satisfy the specific needs of the procurement]

- a. Estimated Costs

The estimated cost of this contract is \$ _____, which consists of \$ _____ for reimbursable costs and \$ _____ for fixed fee. These costs shall be subject to the provisions of FAR clause 52.232-20, "Limitation of Cost," FAR clause 52.216-7, "Allowable Cost and Payments," and FAR clause 52.216-8, "Fixed Fee."

b. Allowable Costs

(1) Final annual indirect cost rate(s) and the appropriate base(s) shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2) Until final annual indirect cost rates are established for any period, the Government shall reimburse the contractor at billing rates established by the appropriate Government Representative in accordance with FAR 42.704, subject to adjustment when the final rates are established. The established billing rates are currently as follows:

1352.216-75 Level of Effort (Cost Plus Fixed Fee Term Contract) (March 2000)

[PRESCRIPTION: Insert a clause similar to the following in Cost Plus Fixed Fee, Level of Effort contracts.]

a. In performance of the effort directed in this contract, the Contractor shall provide the total of Direct Productive Labor Hours (DPLH) as specified in Part I, Section B during the term specified in Section _____. DPLH is defined as actual work hours exclusive of vacation, holidays, sick leave, and other absences.

b. Only the DPLH categories indicated below shall be charged directly to the contract. It is estimated that the DPLH will be expended approximately as follows:

Labor Category	Base Period	Option Period I	Option Period II	Option Period III
XXXXXXXXXX	XXXX	XXXX	XXXX	XXXX
XXXXXXXXXX	XXXX	XXXX	XXXX	XXXX
Total Direct Labor	XXXX	XXXX	XXXX	XXXX

c. The hours specified above are provided as estimates only. If the actual amount of hours incurred falls within 90% to 110% of this estimate, the fee shall not be adjusted.

d. In the event that the Contractor shall be required to provide less than 90% of the estimated DPLH, the fixed fee of the contract shall be equitably adjusted by unilateral modification to the contract. The fixed fee adjustment shall be based solely upon the difference between the DPLH actually provided and 90% of the estimated DPLH, calculated as follows:

$$\text{DPLH Actually Provided} \times \text{Specified Fixed Fee} = \text{Adjusted Fixed Fee}$$

$$(.9 \times \text{Estimated DPLH})$$

e. In the event that the Contractor shall be required to provide more than 110% of the estimated DPLH, the fixed fee of the Contract shall be equitably adjusted by unilateral modification to the Contract. The fixed fee adjustment shall be based solely upon the difference between the DPLH actually provided and 110% of the estimated DPLH, calculated as follows:

$$\text{DPLH Actually Provided} \times \text{Specified Fixed Fee} = \text{Adjusted Fixed Fee}$$

$$(1.1 \times \text{Estimated DPLH})$$

f. These terms and conditions do not supersede the requirements of either FAR clause 52.232-20 "Limitation of Cost" or FAR clause 52.232-22 "Limitation of Funds."

SECTION C

1352.211-70 Statement of Work/Specifications (March 2000)

[Prescription: Insert in all solicitations and contracts, where applicable.]

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) [to perform the following the Statement of Work/Specifications], [OR]
[to perform the Statement of Work/Specifications referenced as an attachment in Section J.]

1352.237-70 Reports (March 2000)

[Prescription: Insert clause substantially similar to the following in contracts and solicitations where reports are required. Contracting Officers are encouraged to tailor the language and procedure to best meet the Government's needs.]

a. Progress Reports

The Contractor shall submit, to the Government, a progress report every _____ [insert time period] month(s) after the effective date of the contract, and every _____ [insert time period] thereafter during the period of performance. The Contractor shall prepare a progress report advising of the work completed during the performance period, the work forecast for the following period, and the names, titles and number of hours expended for each of the Contractor's professional personnel assigned to the contract, including officials of the Contractor. The report shall also include any additional information--including findings and recommendations --that may assist the Government in evaluating progress under this contract. The first report shall include a detailed work outline of the project and the Contractor's planned phasing of work by reporting period.

b. Final Report

Within ____ [insert number of days] days of completion of the performance period, the Contractor shall submit, to the Government, a comprehensive draft report containing the Contractor's findings and recommendations. The report shall conform to the requirements of the contract, and include all necessary data, maps and exhibits to support findings and recommendations. It shall include a recapitulation of the amount of hours expended by each of the Contractor's employees, including officials of the Contractor. The report shall also include a brief summary, including short statements on the project's objectives, scope, methodology, information obtained, and conclusions. The Government will review the draft and return it to the Contractor within thirty (30) days after receipt with comments and instructions for a format to be used in the preparation of the final report. The Contractor shall incorporate the comments into a final report and furnish the Government with ____ copies upon contract completion.

c. In the event the Government does not return the draft copy of the report to the Contractor within the prescribed period, the Contractor shall be permitted an extra day for each day of delay caused by the Government. The Government shall not be liable for increased costs by reason of any such delay.

1352.237-71 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department of Commerce Site or IT System (High or Moderate Risk Contracts) (December 2006)

[Prescription: Use the following clause in all service contracts designated as High or Moderate risk which will be performed within a Department of Commerce facility or through a Department of Commerce IT System.]

A. Investigative Requirements for High and Moderate Risk Contracts

All contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce facility, or through a Department of Commerce IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor. The level of contract risk will determine the type and scope of such processing as noted below.

1. Non-IT Service Contracts

- a. High Risk – Background Investigation (BI)
- b. Moderate Risk – Moderate Background Investigation (MBI)

2. IT Service Contracts

- a. High Risk IT – Background Investigation (BI)
- b. Moderate Risk IT – Background Investigation (BI)

3. In addition to the investigations noted above, non-U.S. citizens must have a pre-appointment check that includes a Customs and Immigration Service (CIS – formerly Immigration and Naturalization Service) agency check.

B. Additional Requirements for Foreign Nationals (Non-U.S. Citizens)

To be employed under this contract within the United States, non-U.S. citizens must have:

- Official legal status in the United States
- Continuously resided in the United States for the last two years; and
- Advance approval from the servicing Security Officer of the contracting operating unit in consultation with the Office of Security (OSY) headquarters. (OSY routinely consults with appropriate agencies regarding the use of non-U.S. citizens on contracts and can provide up-to-date information concerning this matter.)

C. Security Processing Requirement

1. Processing requirements for High and Moderate Risk Contracts are as follows:

- a. The contractor must complete and submit the following forms to the Contracting Officer Representative (COR):
 - Standard Form 85P (SF-85P), Questionnaire for Public Trust Positions;
 - FD-258, Fingerprint Chart with OPM's designation in the ORI Block; and
 - Credit Release Authorization.
- b. The COR will review these forms for completeness, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer.
- c. Upon completion of the security processing, the Office of Security, through the servicing Security Officer and the COR, will notify the contractor in writing of the individual's eligibility to be given access to a Department of Commerce facility or Department of Commerce IT system.

2. Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. For non-U.S. citizens, the COR must request an Immigration and Customs Enforcement (formerly INS) agency check. It is the option of the Office of Security to repeat the security processing on any contract employee at its discretion.

D. Notification of Disqualifying Information

If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the contracting officer, will immediately remove the contract employee from duty

requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following:

- *Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.*
- Falsification of information entered on security screening forms or of other documents submitted to the Department.
- Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.
- Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

NOTE: Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce facilities or access to IT systems.

E. Access to National security Information

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

F. The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

1352.237-72 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department of Commerce Site (Low Risk Contracts) (December 2006)

[Prescription: Use the following clause in all service contracts designated as Low Risk that will be performed on or within a Department of Commerce facility or through Department of Commerce IT System.]

A. Investigative Requirements for Low Risk Contracts

Each person employed under this Low Risk contract shall undergo security processing by the Department's Office of Security as indicated below before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas or obtain access to a DOC IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor.

1. Non-IT Service Contracts

- a. Contracts more than 180 days – National Agency Check and Inquiries (NACI)
- b. Contracts less than 180 days – Special Agency Check (SAC)

2. IT Service Contracts

- a. Contracts more than 180 days – National Agency Check and Inquiries (NACI)
- b. Contracts less than 180 days – National Agency Check and Inquiries (NACI)

- 3. In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement (ICE – formerly Immigration and Naturalization Service) agency check.

B. Additional Requirements for Foreign Nationals (Non-U.S. Citizens)

Non-U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

- Official legal status in the United States;
- Continuously resided in the United States for the last two years; and
- Advance approval from the servicing Security Officer in consultation with the Office of Security

headquarters.

C. Security Processing Requirements for Low Risk Non-IT Service Contracts

Processing requirements for Low Risk non-IT Service Contracts are as follows.

1. Contract employees employed in Low Risk non-IT service contracts for more than 180 days will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Standard Form SF-85, Questionnaire for Non-Sensitive Positions, Form FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.
2. Contract employees employed in Low Risk non-IT service contracts for less than 180 days require a Special Agreement Check (SAC), Form OFI-86C, to be processed. The Contracting Officer's Representative (COR) will forward a completed Form OFI-86C, FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.
3. Any contract employee with a favorable Special Agreement Check who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.
4. For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).
5. In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the COR must request a CIS (Customs and Immigration Service) check on the SAC, Form OF-86C, by checking Block #7, Item I. In Block 13, the COR should enter the employee's Alien Registration Receipt Card number to aid in verification.
6. Copies of the appropriate forms can be obtained from the COR or the Office of Security. Upon receipt of the required forms, the COR will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the COR whether work can commence prior to the completion of the suitability determination based on the type of work and risk to the facility (i.e., adequate controls and restrictions are in place). The COR will notify the Contractor of an approved contract start date as well as favorable or unfavorable finding of the suitability determinations.

D. Security Processing Requirements for Low Risk IT Service Contracts

Processing requirements for Low Risk IT Service Contracts are as follows.

1. Contract employees employed in all Low Risk IT service contracts will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Form SF-85, Form FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.
2. For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents) must undergo a NACI that includes an agency check conducted by the Customs and Immigration Service (CIS). The COR must request the CIS check as a part of the NAC.

E. Notification of Disqualifying Information

If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the Contracting Officer, will immediately remove the employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following reasons:

- ***Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.***
- Falsification of information entered on security screening forms or of other documents submitted to the

- Department.
- Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.
- Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

NOTE: Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce facilities.

F. Access to National security Information

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

G. The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

1352.237-74 Foreign National Visitor and Guest Access to Departmental Resources (December 2006)

[Prescription: Insert a clause the same as the following in all DOC solicitations and contracts for services where foreign national access to any Department of Commerce facility or through a Department of Commerce IT system is required. The following language may only be modified by adding more restrictive agency or bureau specific guidance.]

The Contractor shall comply with the provisions of Department of Commerce Administrative Order 207-12, Foreign National Visitor and Guest Access Program <http://dms.osec.doc.gov/cgi-bin/doiit.cgi?204:112:b5642b6417d6e6ab51e6b745ffabf4fc40abebfadd74c8df0bf7998dc3e45fea:256>; Bureau of Industry and Security Export Administrative Regulations Part 734, <http://www.gpo.gov/bis/ear/pdf/734.pdf>, and [insert Bureau specific procedures]. The contractor shall provide the government with notices of foreign nationals requiring access to any Department of Commerce facility or through a Department of Commerce IT system

The Contractor shall identify each foreign national who requires access to any Departmental resources, and shall provide all requested information in writing to the Contracting Officer Representative.

The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

1352.237-75 Security Processing for Contractor/Subcontractor Personnel working on Department of Commerce Site (National Security Contracts) (December 2006)

[Prescription: Insert in all service contracts designated as National Security that will be performed on or within a Department of Commerce facility or through a Department of Commerce IT system.]

A. Security Investigative Requirements for National security Contracts.

National security contracts require employed contractors to gain access to national security information in the performance of their work. Regardless of the contractor, consultant, or expert's location, appropriate security access and fulfillment of cleared facility requirements as determined by the National Industrial Security Program Operation Manual (NISPOM) must be met. All contractors, consultants, and experts are subject to the appropriate investigations indicated below and are granted appropriate security access by the Office of Security based on favorable results. No national security material or documents shall be removed from a Department of Commerce facility. The circumstances of the work performance must allow the Department of Commerce to retain control over the information and keep the number of contract personnel with access to a minimum.

1. Special Sensitive or Critical Sensitive.
2. Non-Critical Sensitive.
3. All employees on Special or Critical Sensitive contracts require an updated personnel security background investigation every five (5) years. Employees on Non-Critical Sensitive contracts will require an updated personnel security background investigation every ten (10) years.

B. Security Procedures

Position sensitivity/risk assessments must be conducted on all functions that are performed by the contract. Risk assessments are determined in the same manner as those functions performed by employees. The Contracting Officer (CO) and Contracting Officer Representative (COR) should determine the level of sensitivity or risk with the assistance of the servicing Security Officer.

1. Contract employees of national security contracts must have a completed investigation and be granted an appropriate level security clearance by the Office of Security headquarters, before start of work.
2. The COR must send the contract employee's existing security clearance information, if applicable, or appropriate investigative request package to the servicing Security Officer who will review and forward it to the Office of Security Headquarters.
3. The Office of Security must confirm that contract employees have the appropriate security clearance before starting any national security work.

C. Security Forms Required

For Critical-Sensitive positions with Top Secret access, Critical-Sensitive positions with Secret access, and Non-Critical Sensitive positions with Secret or Confidential access, the following forms are required:

1. Form SF-86, Questionnaire for National Security Positions, marked "CON" in Block 1, Position Title, to distinguish it as a contractor case;
2. Form FD-258, Fingerprint Chart, with OPM's designation in the ORI Block; and
3. Credit Release Authorization Form.

D. Contracting Officer Representative (COR) Responsibilities

1. Coordinate submission of proper investigative request package with the servicing Security Officer, the Contracting Officer (CO), and the contractor.
2. Review the request package for completeness, ensuring that the subject of each package is identified as a contract employee, the name of the contractor is identified, and that each package clearly indicates the contract sensitivity designation.
3. Send the request package to the servicing Security Officer for investigative processing.

E. Servicing Security Officer Responsibilities

1. Review the package for completeness.
2. Ensure that the forms are complete and contain all the pertinent information necessary to request the background investigation.
3. Forward the request for investigation to the Defense Investigative Service Coordinating Office (DISCO).
4. Maintain records of contractor/consultant personnel in their units subject to the NISP.
5. Ensure that all contractor personnel have been briefed on the appropriate

F. The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

1352.239-73 Security Requirements For Information Technology Resources (October 2006)

[Prescription: Insert a clause the same as the following in all DOC solicitations and contracts for Information Technology services. The following language may only be modified by adding more restrictive agency or bureau specific guidance.]

(a) Applicability.

This clause is applicable to all contracts that require Contractor electronic access to Department of Commerce sensitive non-national security or national security information contained in systems, or administrative control of systems that process or store information, that directly support the mission of the Agency.

(b) Definitions.

For purposes of this clause the term “Sensitive” is defined by the guidance set forth in:

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

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

- The *DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3* (<http://www.osec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm>).
- The *DOC Security Manual, Chapter 18* (<http://home.commerce.gov/osy/SecurityManual/Security%20Manual%20Contents2.pdf>).
- Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

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

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

(d) All Contractor personnel performing under this contract and Contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the *DOC Information Technology Management Handbook* (http://www.osec.doc.gov/cio/cio_it_policy_page.htm), or equivalent/more specific agency or bureau guidance as specified immediately hereafter [**insert agency or bureau specific guidance, if applicable**].

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

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

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

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

(i) For all Contractor-owned systems for which performance of the contract requires interconnection with a DOC network or that DOC data be stored or processed on them, the Contractor shall provide, implement, and maintain a System Accreditation Package in accordance with chapter 6 of the *DOC IT Security Program Policy*. Specifically, the Contractor shall:

- (1) Within 14 days after contract award, the contractor shall submit for DOC approval a System Certification Work Plan, including project management information (at a minimum the tasks, resources, and milestones) for the certification effort, in accordance with *DOC IT Security Program Policy*, [Section 6.5.2](#) and **[Insert agency or bureau specific guidance, if applicable]**. The Certification Work Plan, approved by the COR, in consultation with the DOC IT Security Officer, or Agency/Bureau IT Security Manager/Officer, shall be incorporated as part of the contract and used by the COR to monitor performance of certification activities by the contractor of the system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification Work Plan may result in termination of the contract.
- (2) Upon approval, the Contractor shall follow the work plan schedule to complete system certification activities in accordance with DOC IT Security Program Policy section 6.2, and provide the COR with the completed System Security Plan and Certification Documentation Package portions of the System Accreditation Package for approval and system accreditation by an appointed DOC official.
- (3) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, the Contractor shall maintain the approved level of system security as documented in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with *DOC IT Security Program Policy*, section 6.3.1.2.

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

SECTION D

1352.247-70 Packing for Domestic Shipment (March 2000)

[PRESCRIPTION: Insert the following clause in supply contracts or other contracts involving shipments when items will be delivered to a continental destination and the material specification or purchase description does not provide presentation, packaging, packing or marking requirements. Refer to 47.305-10]

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification rules, or regulations of other carriers as applicable to the mode of transportation.

1352.247-71 Packing for Overseas Shipment (March 2000)

[PRESCRIPTION:

Insert when items will be delivered to an overseas destination for immediate use, the material specification does not specify packing levels and the required activity has not specified such requirements. Refer to FAR 47.305-10.]

Supplies shall be packed for overseas shipment in accordance with the best commercial export practice suitable for transport to arrive undamaged at ultimate destination.

1352.247-72 Marking Deliverables (March 2000)

[PRESCRIPTION:

Insert in solicitations/contracts that require special marking of deliverables. Refer to FAR 47.305-10]

The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract, except for reports.

Mark deliverables, except for reports, for:

SECTION E

1352.246-70 Inspection and Acceptance (March 2000)

[PRESCRIPTION: Insert a clause substantially as follows in solicitations and contracts, as applicable. See 46.503.]

The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.

Inspection and acceptance will be performed at:

SECTION F

1352.215-70 Period of Performance (March 2000)

[PRESCRIPTION: Insert in all solicitations and contracts where a period of performance will be specified.]

a. The period of performance of this contract is from _____ 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	_____	_____

SECTION G

1352.201-70 Contracting Officer's Authority (March 2000)

[PRESCRIPTION: Insert in all solicitations and contracts.]

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.

1352.201-71 Contracting Officer's Technical Representative (COTR) (February 2005)

[PRESCRIPTION: Insert in all solicitations and contracts in which a Contracting Officer's Technical Representative (COTR) will be appointed.]

a. _____ is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

Phone Number: _____

b. The responsibilities and limitations of the COTR are as follows:

(1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

(2) The COTR 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 COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer (CO.) The CO may designate assistant or alternate COTR(s) to act for the COTR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the Contractor.

1352.216-76 Placement of Orders (March 2000)

[PRESCRIPTION: Insert a clause similar to the following in indefinite delivery solicitations and contracts]

The Contractor shall provide [*choose one*: [services] [supplies]] under this Contract only as directed in [*choose one*: [Task][Delivery] Orders. In accordance with FAR 16.505, each order will include:

- (i) Date of order.
- (ii) Contract number and order number.
- (iii) Item number and description, quantity, and unit price or estimated cost or fee.
- (iv) Delivery or performance date.
- (v) Place of delivery or performance (including consignee).
- (vi) Packaging, packing, and shipping instructions, if any.
- (vii) Accounting and appropriation data.
- (viii) Method of payment and payment office, if not specified in the contract.
- (ix) Any other pertinent information.

In accordance with FAR 52.216-18, ORDERING, the following individuals (or activities) are authorized to place orders against this contract:

1352.245-70 Government Furnished Property (March 2000)

[PRESCRIPTION: Insert the following clause when Government property is to be furnished to the Contractor]

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause included in this contract.

Item No.	Description	Quantity	Delivery Date
_____	_____	_____	_____

SECTION H

1352.208-70 Printing (March 2000)

[PRESCRIPTION: Insert in all solicitations and contracts.]

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

1352.209-70 Restrictions on Future Contracting (March 2000)

[PRESCRIPTION: Insert a clause substantially as follows in solicitations and contracts, as appropriate.]

Offerors are specifically cautioned that any firm(s) receiving a contract award to provide the [choose appropriate term(s)] services/supplies described herein will be prohibited from competing for or receiving a contract to perform _____.

1352.209-71 Organizational Conflict of Interest (March 2000)

[PRESCRIPTION: Insert a clause substantially as follows in all solicitations and contracts.]

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

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

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

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

1352.209-72 Restrictions against Disclosure (March 2000)

[PRESCRIPTION: Insert a clause substantially the same in service contracts, including architect-engineer contracts, and supply and construction contracts requiring a restriction on the release of information developed or obtained in connection with performance of the contract.]

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

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

1352.209-73 Compliance with the Laws (March 2000)

[PRESCRIPTION: Insert in all solicitations and contracts.]

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

1352.216-77 Pre-Contract Costs (March 2000)

[PRESCRIPTION: Insert a clause substantially as follows in cost-reimbursement contracts when an anticipatory cost letter has been issued on the project. The beginning dates and the not-to-exceed amount to be inserted in the clause should be the same as those in the anticipatory cost letter.]

The Contractor is entitled to reimbursement for allowable, allocable and reasonable costs incurred during the period of _____ to the award date of this contract in an amount not to exceed \$ _____. All terms and conditions of this contract are in effect from _____.

1352.216-78 Task Orders (March 2000)

[PRESCRIPTION: Insert substantially similar clause as following in task order contracts, making changes as appropriate. CO's are encouraged to make appropriate modification to time requirements and procedure to meet the Government's needs.]

a. In task order contracts all work shall be initiated only by issuance of a fully executed task order issued by the Contracting Officer. The work to be performed under these task orders must be within the scope of the contract. The Government is only liable for labor hours expended under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized shall be disallowed.

b. The COTR shall initiate the task order implementation process by preparing a statement of requirements or objectives to be achieved by completion of the task order in the form of a Task Objective Statement (TOS). The TOS will contain a detailed description of the functional or other objectives to be achieved, a schedule for completion of the task order, and deliverables to be provided by the task order.

c. The Contractor shall acknowledge receipt of each TOS and shall develop and forward to the COTR within ten (10) calendar days a proposed Task Management Plan (TMP) for accomplishing the assigned task within the period specified. The TMP shall define the scope, specific tasks and actions which are proposed to be taken by the Contractor to complete the task order, and cost estimate/proposed price. The TMP shall provide the Contractor's interpretation of the scope of work, a description of the technical approach, and a work schedule.

d. Based upon the contents of the TMP, the Contractor and the Government shall negotiate the number of hours and labor mix required to complete the task order, any changes in the scope of the work to be performed, the schedule or the deliverables to be provided in the task order.

e. Within five (5) working days following the conclusion of the final negotiations related to the TMP, the Contractor shall submit a revised TMP which reflects the negotiated agreement.

f. Task orders will be considered fully executed upon signature of the Contracting Officer. The Contractor shall begin work on the task order in accordance with the effective date indicated on the task order.

g. Following execution of the task order, technical clarifications may be issued in writing at any time by the COTR to amplify, or provide additional guidance to the Contractor regarding performance of the task order. The Contractor shall notify the Contracting Officer of any instructions or guidance the Contractor considers to be a change to the task order which will impact the cost, schedule or deliverables content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally modified in writing by the Contracting Officer to reflect modifications to tasking. The Contractor is responsible for revising the work plan to reflect task order modifications within five (5) working days following negotiation or issuance of a modification of the task order.

h. Task orders may be placed during the period of performance of the contract, as identified in Section F. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect at the time the task order is executed. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices. Work performed on such orders after the end of the contract's period of performance will continue to be charged at the last effective rates.

1352.218-70 Contractor Performance during Pandemic Influenza Outbreak, SARS Outbreak, or Other Biomedical Emergency or Catastrophe (October 2006)

[PRESCRIPTION: Insert CAR 1352.218-70 in all supply and service contracts determined to be mission critical and essential to the ongoing operations of the Department of Commerce in the event of a Pandemic Influenza outbreak, SARS outbreak, or other biomedical emergency or catastrophe.

It has been determined that in the event of a Pandemic Influenza outbreak, SARS outbreak, or other biomedical emergency or catastrophe, this Contract is mission critical and essential to the ongoing operations of the Department of Commerce (DOC). Accordingly, all performance under this Contract shall continue without any delay, interruption or other disruption of any kind whatsoever.

In the event of a Pandemic Influenza outbreak, SARS outbreak, or other biomedical emergency or catastrophe the Contractor hereby agrees to continue to maintain performance under this Contract at a ____ % (INSERT percentage) level (hereafter referred to as "modified performance level") throughout the duration of the event, or until such time as DOC, in its discretion, determines the modified performance level to be necessary, whichever is later. Performance at the modified performance level shall be negotiated with the DOC Contracting Officer pursuant to the Changes Clause of this Contract. Performance at a modified performance level pursuant to this clause shall not commence until the Contractor receives "Notice to Proceed" from an authorized DOC Contracting Officer.

In addition, the contingency plan for operations at the modified performance level provided by the Contractor is hereby incorporated into the Contract. Failure of the Contractor to maintain the modified performance level of supply or service until the Pandemic Influenza outbreak, SARS outbreak, or other biomedical emergency or catastrophe has been declared ended, or for such time until DOC determines that the modified performance level should be changed, whichever is later, shall constitute a breach of this Contract and shall entitle DOC to immediately pursue any and all remedies to redress the Contractor's breach of this Contract.

1352.228-70 Insurance Coverage (March 2000)

[PRESCRIPTION: Insert in all cost-reimbursement solicitations and contracts. Insert in fixed price solicitations and contracts when:

- 1) government property is involved,*
- 2) the contract amount is expected to be over the simplified acquisition threshold and*
- 3) the contract will require work on a Government installation*

However, the clause is not required in fixed price solicitations and contracts if:

- (a) only a small amount of work is required on the Government installation (e.g., a few brief visits per month); or*
- (b)(2) all the work on the Government installation is to be performed outside the United States, its possessions and Puerto Rico.*

The contracting officer may insert the clause in fixed-price contracts and solicitations even when the circumstances described in (1) and (2) above are met, if it is in the Government's interest to do so. Refer to FAR 28.307-2]

Pursuant to the clause "Insurance-Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

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. Property Damage Liability Insurance shall be required in the amount of \$_____.

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 contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

1352.228-71 Deductibles Under Required Insurance Coverage (March 2000)

[PRESCRIPTION: Insert in all cost-reimbursement contracts.]

The following requirements also apply to this contract:

a. The Contractor is required to present evidence of the amount of any deductibles in its insurance coverage.

b. For any insurance required pursuant to 1352.228-70, *Insurance Coverage*, the contractor's deductible is not allowable as a direct or indirect cost under this contract. The Government is not liable, and cannot be invoiced, for any losses up to the minimum amounts of coverage required in subsections (a) through (d) above. If the Contractor obtains an insurance policy with deductibles, the Contractor, and not the Government, is responsible for any deductible amount up to the minimum amounts of coverage stated.

c. If the Contractor fails to follow all procedures stated in this subsection and in FAR 52.228-7(g), any amounts above the amount of the obtained insurance coverage which are not covered by insurance will not be reimbursable under the contract.

1352.228-72 Deductibles Under Required Insurance Coverage (March 2000)

[PRESCRIPTION: Insert in fixed-price contracts when the "Insurance Coverage" clause is used.]

When the Government is injured, wholly or partially as a result of the Contractor's actions and such actions are covered by the insurance required by 1352.228-70, *Insurance Coverage*, the Government is entitled to recover from

the Contractor the full amount of any such injury attributable to the Contractor regardless of an deductible. The Contracting Officer may offset the amount of recovery against any payment due to the Contractor.

1352.231-70 Duplication of Effort (March 2000)

[PRESCRIPTION: Insert in all cost-reimbursement and Time & Materials/Labor Hours solicitations and contracts.]

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

1352.233-70 Harmless from Liability (March 2000)

[PRESCRIPTION: Insert in all solicitations and contracts.]

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

1352.237-73 Key Personnel (March 2000)

[PRESCRIPTION: Insert a clause substantially the same when contract performance requires identification of contractor key personnel.]

a. The Contractor shall assign to this contract the following Key Personnel:

(Name) (Position)
(Name) (Position)

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 specified.

c. Requests for changes 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.

1352.252.70 Regulatory Notice (March 2000)

[PRESCRIPTION: Insert in solicitations and contracts which contain clauses or provisions not yet incorporated into the CAR..]

Contractors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these

items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

SECTION L

1352.214-70 Pre-Bid / Pre-Proposal Conference [and Site Visit][include “and Site Visit, if appropriate”] (March 2000)

[PRESCRIPTION: Insert a provision substantially as follows in solicitations where a pre-proposal conference will be held. The provision is optional for construction and may be modified as necessary. The Contracting Officer shall include or delete the paragraph regarding Site Visit, as appropriate and shall complete the fill-in.]

The Government is planning a pre-proposal conference during which potential contractors may obtain a better understanding of the work required.

[Instructions: Include if Site Visit, otherwise delete following paragraph]:

[Offerors are strongly urged to visit this site during the conference to fully inform themselves about the location and conditions under which the work is to be performed.]

Offerors are encouraged to submit all questions in writing at least _____ days prior to the conference. Questions will be considered at any time prior to, or during, the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference an amendment containing an abstract of the questions and answers, and a list of attendees, will be made publicly available.

In order to facilitate conference preparations it is requested that the person named on the Standard Form ____ of this solicitation be contacted and advised of the number of persons who will attend.

Offerors are cautioned that, notwithstanding any remarks, clarifications, or responses given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment. It is the responsibility of each offeror, prior to proposing, to seek clarification of any ambiguity created by amendment of the solicitation.

The conference will be held:

Date: _____

Time: _____

Location: _____

1352.214-71 Equipment Inspection Visit (March 2000)

[PRESCRIPTION: Insert the following clause in solicitations for work on Government equipment when inspection of the equipment is necessary for a full understanding of the work to be performed.]

Offerors are urged and expected to inspect the equipment on which maintenance or repairs are to be performed and to satisfy themselves regarding all conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the equipment constitute grounds for any claim.

Offerors are invited to inspect the ____ [insert identification of equipment] _____ at _____ [insert location] by telephoning _____ [insert person's name and phone number] for an appointment.

1352.215-71 Proposal Preparation (March 2000)

[PRESCRIPTION: Insert a Proposal Preparation provision in all solicitations. The following provision is ONLY a sample, which Contracting Officers are encouraged to tailor to best meet the Government's needs.]

(a) General Instructions

Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the proposal shall 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 offeror, the date, and the solicitation number.

The offeror shall submit one original of their proposal, marked as such, and _____ copies. Each volume shall be clearly marked by volume number and title.

(b) Overall Arrangement Of Proposal

(1) VOLUME I BUSINESS PROPOSAL

(A) Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, and acknowledgments; justifications for noncompetitive proposed subcontracts; identification of technical data to be withheld; and any other administrative information.

(B) Format and Content. Volume I, Offer and Other Documents, shall include the following documents (in the order listed):

(1) Proposal Form

- (i) Use of the Form - The Proposal Form (Standard Form 33 or 1449), is to be executed fully and used as the cover sheet (or first page) of Volume I. Include three (3) originally signed copies of the form in the original Volume I.
- (ii) Acceptance Period - The acceptance period entered on the Proposal Form by the offeror shall not be less than that prescribed in the solicitation which shall apply if no other period is offered.
- (iii) Signature Authority – The person signing the Proposal Form must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the Solicitation, to make an award without further discussion if it so elects.
- (iv) Offeror Representations and Certifications – Offerors' Representations and Certifications are to be fully executed and included in Volume I.

(2) VOLUME II TECHNICAL PROPOSAL

(A) General

- (1) Volume II - Technical Proposal consists of the offeror's outline addressing the technical and management aspects of the acquisition. It should indicate your company's capabilities and the means to be used to satisfy the requirements of the Statement of Work. It will be evaluated in accordance with the criteria contained in Part ____, Section ____ and it should be specific and complete in every detail. The proposal should be practical and be prepared simply and economically, providing straightforward, concise delineation of what it is the offeror will do to satisfy the requirements of the Statement of Work.
- (2) In order that the Technical Proposal may be evaluated strictly on the merit of the material submitted, no contractual price information is to be included.
- (3) The proposal shall not merely offer to perform work in accordance with the scope 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 Scope of Work without sufficient elaboration will not be acceptable.

- (4) The proposal should be typed, double-spaced, with one inch margins, using elite font, 12 pitch type (or equivalent) and printed, unreduced in size, on 8-1/2" by 11" paper, not exceeding ___ pages, single sided, exclusive of resumes and related corporate experience. Any pages in excess of ____ will be disregarded, and will not be included in the proposal evaluation.

(B) Format and Content. Volume II, Technical Proposal, shall include the following components:

1. Table of Contents
2. List of Tables and Figures
3. Technical Summary
4. Technical Discussion
5. Technical Exceptions and Deviations

These major headings may be subdivided or supplemented by the offeror as appropriate.

[Following are examples of evaluation criteria, to be tailored by each Bureau to suit specific requirements]

- (1) Technical Summary. This short section shall contain the proposed general approaches toward performing the Statement of Work and an outline of any difficulties or problems anticipated.
- (2) Technical Discussion. This section shall contain the major portion of the Technical Proposal. It should clearly address each of the Technical Proposal evaluation criteria in Section M, and at a minimum cover the subordinate factors or subcriteria listed thereunder, if any. It should be presented in as much detail as practical and include principles and techniques which may be applied in performing the work, and an explanation of the various methods considered and substantiation of those selected.
- (3) Summary of Exceptions and Deviations. This section shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the technical requirements of the solicitation.

(C) Specific areas to be addressed:

- (1) Technical Requirements. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate the offeror's understanding and management of important events or tasks. The offeror must explain how the management and coordination of consultant and subcontractor efforts will be accomplished.
- (2) Corporate Experience. The technical proposal must provide the general background, experience, and qualifications of the organization. The technical proposal must contain a discussion of present or proposed facilities and equipment which will be used in the performance of the contract.
- (3) Key Personnel. The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. Their resumes should be included and should contain information on education, background, recent work experience, and specific scientific or technical accomplishments. The approximate percentage of time each individual will be available for this project must be included.
- (4) Past Performance. The technical proposal must include specific contract references and clearly address recent related experience (both Government and non-Government), contracts, subcontracts, and grants. The offeror should include the name of the customer, including contracting agency, address, and phone number; contract number, type of contract, and dollar value; date of contract, period of performance, and place of performance; and a brief description of contract work scope and responsibilities.

(3) VOLUME III - PRICE PROPOSAL

[COST TYPE CONTRACTS:]

The offeror must also submit the following detailed information to support the cost as applicable:

- (a) Direct Labor: Breakdown of direct labor cost by named person or labor category including number of labor-hours and current actual average hourly rates based on a work year of 2,080 hours. Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. Direct labor or levels of effort are to be identified as labor-hours and not as a percentage of an individual's time. Indicate fringe benefit rate, if separate from indirect cost rate.
- (b) Other Direct Costs: The amount proposed for duplication/reproduction, meetings and conferences, postage, communication and any other applicable items. Travel, subsistence and local transportation shall be supported with a breakdown which includes: number of trips anticipated, cost-per-trip-per-person, destination(s) proposed, number of person(s) scheduled for travel, mode of transportation, and mileage allowances if privately-owned vehicles will be used.
- (c) Materials: Cost breakdown of materials or equipment must be supported with the methodology used and vendor quotations supplied as applicable.
- (d) Consultants: If consultants are proposed, state the amount of service estimated to be required and the consultant's quoted daily or hourly rate. Include Consulting Agreements entered into between consultant(s) and the offeror, or invoices submitted by consultant(s) for similar services previously provided to the offeror.
- (e) Subcontracts: If proposed, cost information for each subcontractor shall be furnished in the same format and level of detail as prescribed for the prime offeror. Additionally, the offeror shall submit the following information:
 - (1) A description of the items to be furnished by the subcontractor;
 - (2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected including the extent of competition obtained;
 - (3) The proposed subcontract price, the offeror's cost or price analysis thereof, and performance/delivery schedule, and;
 - (4) Identification of the type of subcontract to be used.
- (f) Indirect Rates: Offerors lacking Government-approved indirect cost rates must provide detailed background data indicating the cost elements included in the applicable pool and a statement that such treatment is in accordance with the company's established accounting practice. Offerors with established rate agreements with federal cognizant agencies shall submit one copy of such agreement.
- (g) Profit. Indication of the profit proposed, and the rationale justifying the proposal.

[FIXED PRICE TYPE CONTRACTS:]

- (a) Price proposals must generally adhere to the pricing structure established in Section B, Schedule of Prices. Each offeror's price proposal must be based on the offeror's own technical proposal, the Government's specifications, and other contractual requirements. If the prices to be used are based on a published price list, or catalog, the offeror shall so state, and provide a copy of the document with their price proposal. If the prices are to be based on established market price, not otherwise published, or are prices applicable only to the proposed contract, the offeror shall so state.
- (b) The Government expects that this contract will be awarded based upon adequate price competition. However in order to determine the prices are fair and reasonable, the Government reserves the right to request the offeror provide cost breakdown to support proposed prices. Information to support unit prices should include, but not be limited to, the following:

- (1) Salary/wage information with associated payroll expenses, for personnel to be used in performance of the contract;
- (2) Cost for equipment, supplies, and consumable materials;
- (3) A breakout of related support costs, such as equipment maintenance, rental, transportation, etc.;
- (4) Overhead costs;
- (5) General Administrative expenses
- (6) Profit

[OR]

[When cost or pricing data is required]

Instructions for Preparation of Pricing Proposals [Alternative Clause]

(a) General

The proposal must contain an explanation of the offeror's and proposed subcontractors' fully burdened rates, including direct salary rates, overhead rates, and profit; and some information regarding other direct costs.

(b) Requirements for Cost or Pricing Data

(i) FAR 15.403-4 specifies when the submission and certification of written cost or pricing data is required. Submission and certification as to accuracy, completeness, and currentness are required prior to award of a negotiated contract or contract modification expected to exceed \$500,00.00. See the applicable clauses in Section I. Individual subcontractors whose price proposals exceed \$500,000.00 shall also comply with these requirements.

(ii) "Cost or pricing data" is defined in FAR 15.401. Generally, as related to Architect/Engineer type contracts, "cost or pricing data" means all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. This definition embraces more than historical accounting data; it also includes, where applicable, such factors as vendor quotations, nonrecurring costs, overhead computations, changes in architectural, drafting, or engineering methods, anticipated business volume increases affecting overhead absorption or any other management decisions which could reasonably be expected to have a significant bearing on costs under the proposed contract. Cost or pricing data are factual information which can be verified. In that the offeror's or consultant's certification pertains to "cost or pricing data," it does not make representations as to the accuracy of its judgment regarding the estimated portion of future costs or projections. It does, however, apply to the data upon which the offeror's or consultant's judgment is based.

(c) Specific Requirements

(i) Direct Salary Rates:

The offeror shall list the categories of professional or technical personnel expected to be required in order to perform task orders. The prime and major subcontractors may do this individually. A brief definition of the education and experience requirements which qualify an employee for inclusion in a listed category should be provided. Further, if some proposed labor categories are classified by multiple grades within a given discipline (e.g. Architect I and II, or Senior and Junior Engineer), a brief explanation as to how they are differentiated shall be provided.

The offeror, and major subcontractors, should provide individual rates for key personnel. Designation of an individual as a key person is subject to agreement of the parties, but generally, there should be a close correlation with those listed in the original SF 255. Where no key personnel are listed, category average rates are appropriate. Rates should be provided by calendar year, starting with _____ [insert year], and continuing through _____ [insert year]. If rates are escalated, the degree (percent) and methodology must be shown. Escalation increases should reflect recent experience or established personnel policy. Types of salary increases given - merit, cost of living, etc. - should be discussed.

(ii) Overhead Costs

Generally, the offeror's accounting system and estimating practices will determine the method used to allocate overhead costs. The offeror's established practices, if in accordance with generally accepted accounting principles, will be accepted. Proposed overhead rates should represent the offeror's best estimate of the rates to be experienced during the contract period as projected by company budgets or by recent experience adjusted for factors which will influence trends. A narrative statement outlining the offeror's policies and practices for accumulating overhead costs and the method used to compute the proposed rate or rates is required. In the case of multi-branch firms, joint ventures or affiliates, it is expected that overhead costs applicable to the specific location(s) where work

is to be performed will be proposed. Company-wide, joint venture, or affiliate rate averages may not be appropriate. The rates should be tailored to the work location(s).

(iii) Profit

A fair and reasonable provision for profit cannot be made by simply applying a certain predetermined percentage to the total estimated cost. Rather, profit should be established as a percentage/dollar amount after considering such factors as: (a) degree of risk; (b) nature of the work to be performed; (c) joint venture responsibilities; (d) extent of offeror's investment; (e) subcontracting of work; and (f) other criteria discussed in FAR 15.404-4. Separate percentage rates for profit are also required for major subcontractors.

(iv) Markup

The offeror may request a markup on subcontract labor. If it does so, it should state the percentage and provide a justification for that figure.

(d) Organizational Policies

Offeror shall briefly describe organization policies in the following area (published policies may be furnished):

- Travel/Subsistence
- Subcontractor use and terms of agreements, including policy on selecting subcontractors, analyzing subcontractor costs or prices, and types of subcontracts utilized.

(e) Audit Reports

If the offeror or any subcontractor has been audited by a Government agency within the last two years, or has approved indirect cost rate, provide a copy of the audit report, or, if not available, the name, address, and telephone number of the audit office. Similarly, information on any Government approved indirect cost rates should be provided.

1352.215-72 Instructions for Oral Presentations (March 2000)

[PRESCRIPTION: Insert a provision similar to the following in solicitations when Oral Presentations will be used. Contracting Officers are encouraged to tailor the provision to suite their acquisition.]

Oral presentations will only be required of those offerors determined to be in the competitive range. The Contracting Officer will contact the offeror to schedule the date and time for oral presentations.

Oral presentations will be conducted at the following location:

[INSERT LOCATION]

The order of presentations will be alphabetically determined by company name. Once a presentation date and time is confirmed, no rescheduling of presentations will be entertained, unless determined necessary by the Government.

The offeror, at least ___ days prior to its oral presentation, shall provide to the Government four (4) copies each of: presentation outline, list of names, firms, and position titles of those persons participating in the presentation, and any other presentation materials.

Upon completion of the oral presentation, the Government may request clarification of any points addressed in either the written technical proposal or during oral presentation which may require further elaboration. Any such interchange will not necessarily constitute discussion within the meaning of FAR 15.306(d).

1352.215-73 Inquiries (March 2000)

[PRESCRIPTION: Insert the following provision in all solicitations.]

Offerors must submit all questions concerning this solicitation in writing to the Contracting Officer. They must be received no later than fifteen calendar days after the date of this solicitation. All responses to the questions will be made in writing and included in an amendment to the solicitation.

1352.233-71 Service of Protests (March 2000)

[PRESCRIPTION: Insert in Section L of all solicitations]

An agency protest may be filed with either (1) the Contracting Officer, or (2) at a level above the Contracting Officer, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999) (Internet site: <http://oamweb.osec.doc.gov/conops/reflib/alp1296.htm>) for the procedures for filing agency protests at the level above the Contracting Officer (with the Protest Decision Authority).

Agency protests filed with the Contracting Officer shall be sent to the following address:

[Insert Contracting Officer name and Address]

If a protest is filed with either the Protest Decision Authority, or with the General Accounting Office (GAO), a complete copy of the protest (including all attachments) shall be served upon both the Contracting Officer and Contract Law Division of the Office of the General Counsel within one day of filing with the Protest Decision Authority or with GAO. Service upon the Contract Law Division shall be made, as follows:

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

1352.242-71 Post-Award Conference (March 2000)

[PRESCRIPTION: Insert a clause substantially the same in solicitations as applicable.]

A post-award conference with the successful offeror may be required. If required, it will be scheduled and held within _____ days after the date of contract award. The conference will be held at:

1352.252-71 Regulatory Notice (March 2000)

[PRESCRIPTION: Insert in solicitations which contain clauses or provisions not yet incorporated into the CAR.]

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

SECTION M

1352.215-74 Evaluation Quantities--Indefinite Quantity Contract (March 2000)

[PRESCRIPTION: Insert the following provision in solicitations for indefinite quantity and requirements contracts, as appropriate. The provision may be modified to satisfy the needs of specific procurements.]

To evaluate offers for award purposes, the Government will apply the offeror's proposed fixed-prices/rates to the estimated quantities included in the solicitation (and add other direct costs, if applicable).

1352.215-75 Proposal Evaluation Procedures/Basis for Award (March 2000)

[PRESCRIPTION: Insert clause similar to the following sample for competitive, best value procurements, tailoring the language as appropriate. Reminder: this section must correspond to the Proposal Preparation requirements of section L.]

- a. This is a best value, competitive requirement. Award will be made to the offeror(s): whose offer conforms to the solicitation requirements; who is determined responsible in accordance with the Federal Acquisition Regulations (FAR) by possessing the financial and other capabilities to fulfill the requirements of the contract; and whose proposal is judged, by an integrated assessment of price and other evaluation factor(s) listed in SECTION M, to be the most advantageous to the Government. The Government will use the best value trade-off process in determining which offer is in the best interest of the Government, in accordance with FAR 15.101-2.
- b. The Government intends to award {specify single or multiple} contract(s) from this solicitation. The Government reserves the right not to award a contract depending on the quality of the proposal(s) submitted and the availability of funds.

(1) Evaluation of Proposals

A. Initial Evaluation of Proposals

An evaluation plan has been established to evaluate the factors set forth in the Evaluation Criteria stated below, and all offers received will be evaluated in accordance with the established evaluation plan. The Government reserves the right to make an award without discussion based solely upon initial proposals. Therefore, Offerors should ensure that their initial proposal constitutes their best offer in terms of both price and the technical solution being proposed. The Contracting Officer will establish a competitive range comprised of the most highly rated proposals. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Only those offerors in the competitive range will be offered an opportunity to participate further in the procurement.

B. Discussion/Final Proposal Revisions

The Contracting Officer will engage in discussions with all offerors in the competitive range in accordance with FAR 15.306. At the conclusion of the discussions, a final common cut-off date which allows a reasonable opportunity for submission of written final proposal revisions will be established. Those offerors selected to remain in the competitive range will be notified to submit Final Proposal Revisions.

C. Final Evaluation of Offers

A final proposal evaluation will be performed after receipt of Final Proposal Revisions.

1352.215-76 Evaluation Criteria (March 2000)

[PRESCRIPTION: Use clause similar to the following sample for to specify evaluation criteria, tailoring the language as appropriate. Reminder: this section must correspond to the Proposal Preparation requirements of section L]

(a) All evaluation factors other than cost or price are {significantly more important, equally important, less important} than cost or price.

In addition to cost or price, proposals will also be evaluated based on the following factors, listed in descending order of importance. In addressing the evaluation factors below, the offeror shall demonstrate {use the following or similar language}:

Factor A -- TECHNICAL REQUIREMENTS

Evaluation of this factor will be based on information contained in the technical proposal that demonstrates the degree of the offeror's understanding of the requirements and proposed methodology.

If any subcontracting is anticipated, the offeror shall identify the areas of work to be subcontracted and how the subcontracted effort will be managed to ensure satisfactory and timely performance of the work.

Factor B - CORPORATE EXPERIENCE

Evaluation of this factor will be based on the general background, experience, and qualifications of the organization as it relates to projects of a similar nature.

Factor C - KEY PERSONNEL

Evaluation of this factor will be based on the individuals proposed as key personnel who will be responsible for fulfilling this requirement as evidenced by submitted resumes, education, previous experience in similar requirements, references, etc. The Government will evaluate the level of expertise in the areas of {specify technical experience required}.

Factor D - PAST PERFORMANCE

Performance by the offeror and its subcontractor(s) as it relates to all solicitation requirements, including the quality of services and products, effectiveness of cost management/control, timeliness of performance, and customer satisfaction; and indication of ability to improve performance through proactive management.

Evaluation of this factor will be based on the information contained in the technical proposal and information provided by references. The Government will evaluate past performance by contacting the references selected at random or a specific reference identified by the offeror. The Government may also consider other information available.

(b) Cost/Price Evaluation

1. The proposed prices/costs will be evaluated but not scored. The cost evaluation will determine whether the proposed costs are realistic, complete, and reasonable in relation to the solicitation requirements. Proposed costs must be entirely compatible with the technical proposal.

2. The Government may use the results of cost/price realism analysis to adjust the offeror's proposal to a most probable cost to the Government. This may include information from a government auditing agency, Government technical personnel, and other sources.

3. Although price/cost is the least important evaluation factor, it will not be ignored. The degree of importance of the proposed price/cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

4. The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical score if the Contracting Officer determines that to do so would result in the best value to the Government.

[PRESCRIPTION: Insert a provision similar to the following for competitive, best value, simplified acquisitions, when applicable. Contracting Officers are encouraged to tailor the provision to suit the acquisition.]

a. The Government will award a purchase order or delivery order resulting from this solicitation to the responsible offeror 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: {use the following or similar language}:

(1) Personnel Qualifications

Provide resumes and level of experience in similar projects of key personnel proposed;

(2) Technical Capability

Provide sufficient information to demonstrate ability to meet Government's requirement. Address proposed management of program and plans to provide seamless support;

(3) Past Performance

Provide list of contacts, including phone numbers, to conduct firm's past performance in successfully accomplishing activities similar to those identified in the Statement of Work (SOW); and

(4) Price