

REQUEST FOR QUOTATION

(THIS IS NOT AN ORDER)

This RFQ is is not a small Business set-aside

Page 1 of 33

1. REQUEST NO SB1335-01-Q-0740	2. DATE ISSUED Jun 12, 2001	3. REQUISITION/PURCHASE REQ NO. 01-909-0066	4. CERT FOR NAT. DEF. UNDER BDSA REG 2 AND/OR DMS REQ. 1	RATING
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5a. ISSUED BY NATIONAL INST OF STDS AND TECHNOLOGY 100 BUREAU DRIVE STOP 3572 CONTRACTS BUILDING 301 ROOM B117 GAITHERSBURG MD 20899-3572		6. DELIVERY BY (Date)
		7. DELIVERY <input type="checkbox"/> FOB Destination <input checked="" type="checkbox"/> Other (See Schedule)

5b. FOR MORE INFORMATION CALL (No Collect Calls) 9. DESTINATION SCHED

NAME WIDDUP, JOSEPH	Area Code 061	Telephone 301 975-6324	a. NAME OF CONSIGNEE SEE SCHEDULE BELOW
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8. TO	b. STREET ADDRESS
a. NAME	b. COMPANY

c. STREET ADDRESS	c. CITY
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d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
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10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (DATE)
Jul 27, 2001

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by Any representations and/or certifications to this Request for Quotations must be completed by the quoter.

11. SCHEDULE (Indicate applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (f)	AMOUNT (f)
0001	The Contractor must perform the services required by the SOW Period of Performance: Base Period (4 years, beginning on the date of purchase order award)	4	YR	\$0.00	\$0.00
0002	The Contractor must perform the services required by the SOW Period of Performance: Option Period One (365 days, beginning the day after the Base Year expires)	1	YR	\$0.00	\$0.00
0003	The Contractor must perform the services required by the SOW Period of Performance: Option Period Two (365 days, beginning the day after the Base Year expires)	1	YR	\$0.00	\$0.00

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 Calendar Days (%)	b. 20 Calendar Days (%)	c. 30 Calendar Days (%)	D. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

STATEMENT OF WORK (SOW)

The Contractor must furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified) to perform the requirements stated in this SOW.

A. INTRODUCTION

The .us domain (“usTLD”) is the country code top level domain (“ccTLD”) of the Internet domain name system (“DNS”) that corresponds to the United States. Currently, second-level domain space in .us is designated for states and U.S. territories and special purposes as described in the Internet Engineering Task Force’s (“IETF”) RFC 1480 (titled The US Domain <http://www.ietf.org/rfc/rfc1480.txt?number=1480>) (“RFC 1480”), and is further subdivided into localities and other functional designations.

Individuals and organizations may currently request a delegation from the usTLD Administrator to provide registry and registrar services for a particular locality or localities. Local governments and community-based organizations typically use the usTLD, although some commercial names have been assigned. Where registration for a locality has not been delegated, the usTLD Administrator itself provides necessary registry and registrar services. Information on the locality-based usTLD structure and registration policies is available for review at: <http://www.nic.us>

The usTLD is a widely distributed registry, currently with over 8000 sub-domain delegations to over 800 individuals and entities, who maintain a registry and provide registration services for commercial, educational, and governmental entities. This distributed registration model affords scalable registration services and opportunities for organizations and commercial entities to provide name registration services. For purposes of this acquisition, we will refer to the current .us name space and structure, including its non-locality, functional elements, as the “locality-based usTLD structure.”

While the locality-based usTLD structure has not attracted high levels of registration and utilization in comparison to other ccTLD’s, it is popular with its current base of users. During consultations with the public on the administration of the usTLD, a considerable number of parties expressed a desire for the continued operation and support of the locality-based usTLD structure. The Contractor will be required to maintain and improve the management of the current usTLD space.

Because of its deeply hierarchical and somewhat cumbersome structure, the usTLD has not been used on a wide scale. The general absence of less hierarchical registration opportunities in the usTLD has limited the domain’s attractiveness to users. It has been suggested that this more “generic” space would greatly increase the utility of the usTLD. Therefore, this acquisition also encompasses functions that will allow, on a competitive basis, for the registration of second level domains directly under usTLD (such as example.us).

A number of technical enhancements to the usTLD system functions are required to make the system more robust and reliable. Because the usTLD has operated for the most part on a delegated basis for a number of years, the availability of centralized contact information for the usTLD has proven difficult to maintain. For example, RFC 1480 advises but does not require that the administrator of a delegated sub-domain operate a database of accurate and up-to-date registration information (“WHOIS”) service. As described in section above, “locality-based usTLD structure” in this acquisition refers to the current usTLD space (as described in RFC 1480), including those limited non-locality, functional designations.

Notwithstanding the fact that some of the administrative responsibilities for the locality-based usTLD structure require the registry to act as a registrar in certain limited circumstances, in order to encourage competition in domain name registration services, the Contractor will not be permitted to act as both the registry and a registrar in the expanded usTLD space. Further, the Contractor will be required to perform a core set of usTLD registry functions, as described in the Contractor Requirements section below.

On August 4, 1998, the United States Department of Commerce (“DOC”), through DOC’s National Telecommunications and Information Administration (“NTIA”), solicited comments addressing the future expansion and administration of the usTLD space. On March 9, 1999, NTIA hosted a public meeting regarding the future management and administration of the .us domain with approximately sixty participants, including the current usTLD Administrator, current .us registrars, educators, representatives of the technical, public interest and business communities, and federal, state and foreign government officials. NTIA also established an open electronic mailing list to facilitate further public discussions of the issues. On August 17, 2000, NTIA requested comments on a draft SOW for this acquisition. Comments received by NTIA were reviewed and considered by NTIA in connection with preparation of this SOW.

This acquisition is being conducted in accordance with Federal Acquisition Regulation (FAR) Part 13, Simplified Acquisition Procedures.

B. CONTRACTOR REQUIREMENTS

The Contractor must perform the required services for this acquisition as a prime Contractor, not as an agent or subcontractor. (The provision of the required services may be accomplished through coordinating the resources and services provided by entities other than the prime Contractor.) The Contractor must be (a) incorporated within one of the fifty states of the United States of America or the District of Columbia or (b) organized under a law of a state of the United States of America or the District of Columbia. The Contractor must possess and maintain through the performance of this acquisition a physical address within the United States and must be able to demonstrate that all primary registry services will remain within the United States of America (including the District of Columbia).

The Contractor may not charge the United States Government for performance of the requirements of this purchase order (the unit price and amount for Line Items 0001, 0002 and 0003 must each be \$0.00). However, the Contractor may establish and collect fees from third parties for performance of the requirements of this purchase order, provided that the fee

levels are approved by the Contracting Officer before going into effect, which approval will not be withheld unreasonably, provided that the fee levels are fair and reasonable.

B.1 Statement of Purpose

The Department of Commerce seeks to acquire centralized management and coordination of registry, registrar (where specified), database, and information services for the usTLD. In broadest terms, the usTLD was created to provide a locus for registration of domain names to serve the Internet community of the United States, and is intended to be available to a wide range of registrants. Given the foregoing, the Department seeks quotations that will achieve the following objectives:

1. Ensure that procedures and a framework of accountability for the delegation and the administration of usTLD evolve into a more robust, certain, and reliable system.
2. Promote increased use of the usTLD by the Internet community of the United States (including small businesses, consumers, Internet users, not-for-profit organizations, and local governments (*i.e.*, state, city, and county), among others), with residence or a bona fide presence in the United States) through introduction of enhanced services, dissemination of information through advertising and/or other appropriate mechanisms, and simplification of registration services including direct registration.
3. Create a centrally administered and efficiently managed structure that ensures both registrant/consumer confidence and infrastructure stability through coordination of delegations as well as other appropriate functions.
4. Create a stable, flexible, and balanced environment within the usTLD that is conducive to innovation and that will meet the future demands of potential registrants.
5. Ensure continued stability of the domain name system as a whole and the usTLD, particularly throughout the transition period from the current management structure into the new structure developed and maintained under the Contractor.
6. Manage the usTLD consistent with the Internet Corporation for Assigned Names and Numbers' (ICANN) technical management of the DNS.
7. Allow for the adequate protection of intellectual property in the usTLD. This includes, in particular, the implementation of a "sunrise period" that permits qualified trademark owners to pre-register their trademarks as domain names in the expanded usTLD space prior to the opening of the expanded usTLD space to wider registration, and a dispute resolution procedure to address conflicts between trademarks and domain names arising from "cybersquatting" in the usTLD.
8. Establish and maintain consistent communication between the COTR, the Contractor and ICANN. This includes representation of the usTLD in the ICANN ccTLD constituency

and contribution to ICANN's operating costs as apportioned to the usTLD through the ICANN budget process.

9. Promote robust competition within the usTLD and in particular registration services that will lead to greater choice, new, and better services for users.

B.2 Core Registry Functions

The Contractor must provide, at a minimum, the services that are outlined below. This list should not be viewed as exhaustive. The Contractor must provide all systems, software, hardware, facilities, infrastructure, and operation for the following functions:

1. Operation and maintenance of the primary, authoritative server for the usTLD;
2. Operation and/or administration of a constellation of secondary servers for the usTLD;
3. Compilation, generation, and propagation of the usTLD zone file(s);
4. Maintenance of an accurate and up-to-date registration (WHOIS) database for all usTLD registrations;
5. Maintenance of an accurate and up-to-date database of usTLD subdelegation managers;
6. Establishment of a data escrow for usTLD zone file and domain name registration information, including chain of registration data;
7. Compliance with applicable Internet Engineering Task Force (IETF) and applicable ICANN policies for the functions outlined above; and
8. Promotion of awareness and registration in the usTLD including maintaining website with up-to-date policy and registration information for the usTLD.

B.3 Core Policy Requirements

The Contractor must:

1. Implement United States Nexus Requirement: The Contractor must run the usTLD as a country code top level domain intended to serve the community of Internet users (including end users, business, government, and not-for-profit organizations, among others) resident or located with a bona fide presence in the United States, and is not intended to attract or otherwise encourage registrations from outside the United States. In addition to the current policy set forth in RFC 1480 requiring that usTLD domain name registrations be hosted on computers located within the United States, the Contractor must implement a United States Nexus Requirement in both the locality-based usTLD structure and the expanded usTLD space.

2. Adopt ICANN Policies Pertaining to Open ccTLD's: Although the usTLD is intended to serve the Internet community of the United States, and is not intended to encourage registrations from entities or individuals resident outside the United States, the Contractor must follow the ICANN policies pertaining to open ccTLD's unless otherwise directed by the Contracting Officer.
3. Implement a Uniform Domain Name Dispute Resolution Procedure and Sunrise Policy. The Contractor must implement a uniform domain name dispute resolution procedure intended to resolve disputes arising from "cybersquatting" applicable to the usTLD (such policy is intended to be modeled upon the ICANN Uniform Domain Name Dispute Resolution Procedure, consistent with modifications necessary for such policy to be applicable to the usTLD specifically). The Contractor must also implement a "Sunrise Policy" that permits qualified trademark owners to pre-register their trademarks as domain names in the expanded usTLD space prior to the opening of the expanded usTLD space to wider registration.
4. Abide by Government Advisory Committee Principles: The Contractor must abide by the principles and procedures set forth in the Government Advisory Committee document "Principles for the Delegation and Management of Country-Code Top Level Domains," unless inconsistent with U.S. law or regulation.

B.4 Locality-based usTLD Structure Functions

The Contractor must:

1. Provide Service for Existing Delegees and Registrants: Provide service and support for existing delegees and registrants in the existing, locality-based usTLD structure under current practice, including policies set forth in RFC 1480 and other documented usTLD policies.
2. Provide Services for Undelegated Third Level Sub-Domains: Provide direct registry and registrar services for all other undelegated third level locality sub-domains, including services for CO and CI, and undelegated special purpose domains (K12, CC, TEC, LIB, MUS, STATE, DST, COG and GEN).
3. Modernize Locality-Based usTLD processes: The Contractor must modernize and automate the locality-based usTLD delegation and registration process under the control of the usTLD administrator, including the creation of an electronic database to store historical usTLD registration data.
4. Coordinate Current Locality-Based usTLD Users: The Contractor must create a mechanism or mechanisms whereby delegated managers of the usTLD, users of the locality-based usTLD, traditional usTLD user groups (such as state and local governments, the library community and educational institutions, among others), and other interested parties, can coordinate to discuss usTLD administrative, technical, and policy issues related to the operation and management of locality-based usTLD structure.

5. Investigate Compliance with Current Locality-Based usTLD Policies: The Contractor must conduct an investigation (or commission such an investigation) and submit a report to the COTR, within six months after purchase order award, evaluating the compliance of existing sub-domain managers with the requirements of RFC 1480 and other documented usTLD policies. Further, the study should include an evaluation of “locality-squatting” issues, or the practice of registering a locality name without providing a responsive level of service to such locality. Such report must recommend structural, procedural, and policy changes designed to enhance such compliance or improve usTLD registration services and increase the value of the locality-based usTLD structure to local communities. During this evaluation period, the Contractor must not make any additional locality delegations or transfers unless otherwise directed by the Contracting Officer.

6. Develop Database of usTLD Delegated Managers: The Contractor must develop a single database for up-to-date and verified contact information for all delegated managers in the usTLD, including to locality-level and functional second level (where delegated) administrators and, where applicable, for all sub-delegations made by such locality-level or second level administrators. Such databases should allow for multiple string and field searching through a free, public, web-based interface, and consist of at least the following elements:
 - A. The name of the delegated manager;
 - B. The IP address of the primary nameserver and secondary nameserver(s) for the delegation;
 - C. The corresponding names of those nameservers;
 - D. The date of delegation;
 - E. The name and postal address of the delegated manager;
 - F. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the delegated manager;
 - G. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the delegated manager; and
 - H. The website or other contact information through which registrations can be accepted under that delegation.

7. Develop Registrant WHOIS Database: The Contractor must develop an enhanced searchable WHOIS database that contains, or provides reliable access to, all locality-based usTLD registrants including the registrants of delegated usTLD managers and, where applicable, registrants located under delegated managers’ sub-delegations. Such

WHOIS database must allow for multiple string and field searching through a free, public, web-based interface, and consist of at least the following elements:

- A. The name of the domain registered;
- B. The Internet Protocol (IP) address of the primary nameserver and secondary nameserver(s) for the registered domain name;
- C. The corresponding names of those nameservers;
- D. The identity of the delegated manager under which the name is registered;
- E. The creation date of the registration;
- F. The name and postal address of the domain name holder;
- G. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the domain name holder; and
- H. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the domain name holder.

B.5 Expanded usTLD Space Functions

The Contractor must not act as a registrar in the expanded usTLD space. Presented below is a non-exhaustive list of elements that the Contractor must incorporate into its procedures and policies for the expanded usTLD structure:

1. Develop and Implement Shared Registration System: The Contractor must develop and implement a shared registration system whereby qualified competing registrars may register domain names for their customers in the expanded usTLD space (*i.e.*, example.us). At a minimum, this proposed shared registration system must allow an unlimited number of accredited/licensed registrars to register domain names in the expanded usTLD; provide equivalent access to the system for all accredited/licensed registrars to register domains and transfer domain name registrations among competing accredited/licensed registrars; update domain name registrations; and provide technical support for accredited/licensed registrars.
2. Accreditation of usTLD Registrars: The Contractor must develop and implement a process describing the manner in which registrars in the expanded usTLD space will be accredited to register names in the expanded usTLD.
3. Technical Certification of usTLD Registrars: The Contractor must develop and implement a process for technical certification of registrars in the expanded usTLD space.

4. Develop WHOIS Database: The Contractor must develop an enhanced searchable WHOIS database that contains, or provides reliable access to, all expanded usTLD registrations. Such WHOIS database must be operated at the registry level (as opposed to at the level of individual accredited registrars) and allow for multiple string and field searching through a free, public, web-based interface, and consist of at least the following elements:
 - a. The name of the second level domain registered;
 - b. The IP address of the primary nameserver and secondary nameserver(s) for the registered domain name;
 - c. The corresponding names of those nameservers;
 - d. The creation date of the registration;
 - e. The name and postal address of the domain name holder;
 - f. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the domain name holder; and
 - g. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the domain name holder.

5. Community Outreach Plan: The Contractor must develop a public outreach mechanism whereby the public space can suggest or recommend additional policies or procedures for the usTLD that may be developed or suggest how existing policy should be modified or updated.

C. REPORTING REQUIREMENTS AND DELIVERABLES

The Contractor must post the following reports on their Internet site in order to facilitate transparency and public access.

C.1 Investigational Study (One-Time Report Due Six Months After Purchase Order Award)

The Contractor must conduct an investigation and submit a written report to the COTR, within six months after purchase order award, evaluating the compliance of existing sub-domain managers with the requirements of RFC 1480 and other documented usTLD policies. Such report must recommend structural, procedural, or policy changes designed to enhance such compliance and increase the value of the locality-based structure to local communities. During this evaluation period, the Contractor must make no additional locality delegations unless otherwise directed by the Contracting Officer.

C.2 Progress Reports

For the first two years of the purchase order, the Contractor must submit monthly progress reports to the COTR, in writing, detailing the Contractor's progress towards meeting the purchase order SOW requirements. Thereafter, such reports must be provided to the COTR on a quarterly basis.

These reports must indicate the status of all major events, as well as major work performed during the month, including technical status, accomplishments, and complications experienced in fulfilling the SOW requirements, and must be submitted in such detail and form as required by the COTR. Such reports must also provide performance data related to operation of the usTLD including, but not limited to, the following: the total number of registry transactions; the number of new, transferred or deleted registrations in the usTLD (including cumulative registrations over time); the number of delegated managers and changes in delegated managers in the locality-based usTLD space; the number of registrars accredited to register names in the expanded usTLD space, including the operational status of those registrars; and any updates or modifications to the shared registration system made by the Contractor.

CLAUSES AND PROVISIONS

1. 52.203-12 DEV 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION NOV 1990) (JUN 1997)

(a) Definitions.

“Agency,” as used in this clause, means executive agency as defined in 2.101.

“Covered Federal action,” as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

“Indian tribe” and “tribal organization,” as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

“Influencing or attempting to influence,” as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

“Local government,” as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

“Officer or employee of an agency,” as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services as defined in subsection 101(3), title 37, United States Code.

(3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

“Person,” as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

“Reasonable compensation,” as used this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

“Reasonable payment,” as used this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

“Recipient,” as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

“Regularly employed,” as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person must be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

“State,” as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, “professional and technical services” must be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client’s proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) must not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Selling activities by independent sales representatives. The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following sales activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter;

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adoption of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract must file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor must file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor must require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) must be forwarded from tier to tier until received by the prime Contractor. The prime Contractor must submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification must be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause must be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

2. 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>

If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com

(End of provision)

3. 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAR 2001)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (AUG 1996) (E.O. 11755).
- (ii) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000)(E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).
- (iii) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (APR 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (MAY 1997).
- (iii) 52.232-11, Extras (APR 1984).
- (iv) 52.232-25, Prompt Payment (JUN 1997).

(v) 52.233-1, Disputes (DEC 1998).

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (MAR 2001).

(viii) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States).

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246) (Applies to contracts over \$10,000).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000).

(v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500).

(vii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2001) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(ix) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (FEB 2000) (41 U.S.C. 10a - 10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (19.502-2), and does not exceed \$25,000).

(x) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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 taken 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): <http://www.arnet.gov/far>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

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

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

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its

sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

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

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

(End of clause)

4. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within sixty (60) days of expiration of the then-current contract period, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed six (6) years.

(End of clause)

5. 52.227-17 RIGHTS IN DATA—SPECIAL WORKS (JUN 1987)

(Reference 27.409(h))

6. 1352.233-70 HARMLESS FROM LIABILITY (MARCH 2000)

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, 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.

7. 1352.233-71 SERVICE OF PROTESTS (MARCH 2000)

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:

ATTN JOSEPH L. WIDDUP, CONTRACTING OFFICER
U S DEPT OF COMMERCE
NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
100 BUREAU DRIVE STOP 3571
BUILDING 301 ROOM B129
GAITHERSBURG MD 20899-3571
PHONE: (301) 975-6324
FAX: (301) 975-8884
EMAIL: Joseph.Widdup@nist.gov

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:

ATTN JERRY WALZ, ESQ
U S DEPT OF COMMERCE
OFFICE OF THE GENERAL COUNSEL
CONTRACT LAW DIVISION--RM 5893 HCH BLDG

14TH ST AND CONSTITUTION AVE NW
WASHINGTON DC 20230
FAX: (202) 482-5858

8. 1352.252-71 REGULATORY NOTICE (MARCH 2000)

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.

9. 52.233-1 I DISPUTES (DEC 1998)--ALTERNATE I (DEC 1991)
(Reference 33.215)

10. 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
(Reference 39.107)

11. 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MARCH 2000)

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.

12. 1352.201-71 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MARCH 2000)

a. Ms. Karen Rose 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:

U S DEPT OF COMMERCE
NATIONAL TELECOMMUNICATIONS
AND INFORMATION ADMINISTRATION
1401 CONSTITUTION AVE NW RM 4701
WASHINGTON DC 20230
PHONE (202) 482-1304

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. The COTR may designate assistant COTR(s) to act for the COTR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

13. ANSWERS TO ANTICIPATED OFFEROR QUESTIONS

- A. **What procedure is the Government using to conduct this acquisition?** The Government is using Federal Acquisition Regulation (FAR) Part 13, Simplified Acquisition Procedures, to conduct this acquisition. The entire FAR (including Part 13) may be accessed on the Internet at: <http://www.arnet.gov/far> . The competitive solicitation, solicitation amendments, and all questions and answers related to this procurement will only be made available via the Internet at <http://www.fedbizops.gov> .
- B. **Is the solicitation available in hard copy?** No. The solicitation will only be released and made available in Microsoft Word 97 format via the Internet at the above web site. Potential offerors are responsible for accessing the web site. Interested parties must respond to the solicitation in order to be considered for award of any resultant contract. There is no written solicitation document available, telephone requests will not be honored, and no bidders list will be maintained.
- C. **What organization is currently administering the .us domain space? Under what authority?** Network Solutions, Inc., 21345 Ridgetop Circle, Dulles, VA 20166-6503, a wholly owned subsidiary of VeriSign, Inc., is administering the .us domain space under the authority of Cooperative Agreement No. NCR 92-18724 originally issued by the National Science Foundation in 1992. The cooperative agreement was transferred to DOC in September of 1998 through a memorandum of understanding between the two agencies.

- D. **What organizations (by name, address, and phone number) currently have .us addresses? Is there a web site for this, or a database from which a report could be extracted? (If there is a database from which a report could be extracted, then please extract such a report and send the report to me in Microsoft Word or other windows-based format.)** Because of the hierarchical nature of registrations in the .us domain, there is at present no compiled list or database that includes all registrations in the .us space. A description of the information that is available can be found on the Official US Domain Registry web site at: <http://www.nic.us/register/whois.html> . A list of delegated subdomains and related contacts is provided at: <http://www.nic.us/register/register.html> .
- E. **Over the next five years, how many current .us registrants does DOC expect to not renew their registration (at some point during the next five years) for their .us web site?** Because of the hierarchal structure of the usTLD, this information is not directly available. Further, with the introduction of an expanded usTLD space, it is expected that a considerable number of new registrations will occur. Prospective Contractors should include estimated registration projections in their proposals.
- F. **Historically, how many registrants, per year, have not renewed their registration for their .us web site?** Because of the hierarchal structure of the usTLD, this information is not directly available. Further, with the introduction of an expanded usTLD space, it is expected that a considerable number of new registrations will occur. Prospective Contractors should include estimated registration projections in their proposals.
- G. **Over the next five years, how many new organizations, per year, does DOC expect to register for a new .us web site?** Prospective contractors should include estimated registration projections in their proposals.
- H. **What is the fee structure that is currently being charged, per registrant, for registration in the .us space?** Network Solutions, Inc., does not charge a fee for registration in the .us space. Organizations approved to register .us domain names by the US Domain Registry may charge a fee, which is generally nominal in nature. For a fuller description of charges, see the Official US Domain Registry web site at <http://www.nic.us/register/cost.html>
- I. **What data will have to be transitioned from the incumbent contractor to the contractor from the new procurement? What format is the data in? When will that data be transitioned? How will that data be transitioned? Does the Government own that data, or does the incumbent contractor own that data?** Pursuant to Amendment 21 to the Cooperative Agreement between the Department of Commerce and Network Solutions, Inc., Network Solutions has agreed, upon designation of a successor registry for .us by the Department, to use commercially reasonable efforts to cooperate with the Department to facilitate the smooth transition of operation of the .us domain. That cooperation will include timely transfer to the successor registry of an electronic copy of

the then-current top-level domain registration data and, to the extent such information is available, specification of the format of the data. Network Solutions has also agreed to provide, upon the Department's request, any information or documentation regarding administration of the .us domain that the Department reasonably deems necessary to secure a successor registry. After the transition period, any rights held by Network Solutions, Inc., as registry in the registry data shall terminate. DOC will license the data on a non-exclusive, transferable, irrevocable, royalty-free, paid-up basis to the successor registry.

- J. **Are there minimum facilities requirements (i.e., space, equipment) will companies be expected to meet in order to be considered technically acceptable from that standpoint? If so, then please specify what those requirements are.** There are no minimum facilities requirements per se. Rather, quotations will be evaluated, in part, on the basis of Offerors demonstrating the quality and adequacy of their technical facilities, equipment, software, hardware, and related technology to meet these requirements.

**** Any additional Offeror questions shall be sent by email only to Joseph.Widdup@nist.gov no later than 12:00 noon Eastern Time on June 29, 2001. Answers to all questions received by then will be posted as amendment(s) to the solicitation. Questions received regarding this solicitation after June 29, 2001 may not be answered by the Government. ****

REPRESENTATIONS AND CERTIFICATIONS OF OFFERORS

1. 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2001)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541519

(2) The small business size standard is \$18.0 million.

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

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

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

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it /_ / is, /_ / is not a women-owned small business concern.

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

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

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

"Veteran-owned small business concern" means a small business concern--

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

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

"Women-owned small business concern," means a small business concern--

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

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

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

2. 52.203-11 DEV 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS DEVIATION (JAN 1990)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror must complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 must certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend this disclosure form to be filed or amended by this provision, must be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Clause]

INSTRUCTIONS FOR SUBMITTING QUOTATIONS

Before submitting a quotation, Offerors are encouraged to review the information on the locality-based usTLD structure and registration policies at: <http://www.nic.us>

The Offeror must submit the ORIGINAL VERSION of the Quotation to the following address:

ATTN JOSEPH L WIDDUP
NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
100 BUREAU DR STOP 3571
BLDG 301 RM B129
GAITHERSBURG MD 20899-3571
M/F SOLICITATION SB1335-01-Q-0740

The Offeror must also submit TWO COPIES of the Quotation to the following address:

ATTN KAREN ROSE
NATIONAL TELECOMMUNICATIONS
AND INFORMATION ADMINISTRATION
1401 CONSTITUTION AVE NW RM 4898
WASHINGTON DC 20230
M/F SOLICITATION SB1335-01-Q-0740

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

- A. Include resume(s) of key personnel (including education and experience credentials) that would perform and/or manage the requirements of this acquisition.
- B. Describe how the Offeror would satisfy **each** of the individual requirements described in the “Contractor Requirements” section of the SOW. (In the event that the provision of the required services would be accomplished through coordinating the resources and services provided by entities other than the prime Contractor, the quotation must explicitly indicate how the Contractor will ensure that the “Contractor Requirements” will be fulfilled.)
- C. In light of the “Statement of Purpose” in the SOW, present a detailed narrative describing the Offeror’s overall vision for future management of the usTLD, including how the Offeror proposes to make the usTLD more attractive and useful to United States Internet users and the Offeror’s expectations for the number of potential usTLD registrants.
- D. Describe any services or functions, if any, the Offeror proposes to perform as part of usTLD management in addition to those listed in the SOW.
- E. Demonstrate clearly, concisely and accurately, in written narrative form, the Offeror’s understanding of the current state of the usTLD domain space.

- F. Describe, for the SOW requirement related to the development of a database of usTLD delegated managers, and the development of registrant WHOIS databases (both for the locality-based usTLD structure and the expanded usTLD space) how the Offeror would collect the necessary information and the technical and operational specifications of the databases.
- G. Include a proposed draft of any contract(s) that the Offeror proposes to use between itself, as Contractor, and usTLD delegated managers (which may include “flow through” registration agreements to be used by locality-based usTLD registrants) considered necessary to ensure the stable operation of the locality-based usTLD structure and implement necessary policies. Note: The content of the final version of all such contract(s) must be approved by the Contracting Officer before use by the Contractor in performance of the resultant purchase order.
- H. Include a proposed draft of any contract(s) that the Offeror proposes to use between itself, as Contractor, and expanded usTLD registrars to ensure the stable operation of the expanded usTLD and implement the necessary policies (which may include shared registration system license agreements, registrar accreditation agreements, and registrant agreements). Note: The content of the final version of all such contract(s) must be approved by the Contracting Officer before those contract(s) may be used by the Contractor in performance of the resultant purchase order;
- I. Include written policies (including implementation details) that the Offeror proposes to follow, as Contractor, during the start-up phase of registrations in the usTLD. Such description must include the following considerations:
- 1) How the Offeror would design and implement the “Sunrise Policy” that permits qualified trademark owners to pre-register their trademarks as domain names in the expanded usTLD space prior to the opening of the expanded usTLD space to wider registration.
 - 2) How the Offeror would implement a uniform domain name dispute resolution procedure intended to resolve disputes arising from “cybersquatting” applicable to the usTLD (such policy is intended to be modeled upon the ICANN Uniform Domain Name Dispute Resolution Procedure, consistent with modifications necessary for such a policy to be applicable to the usTLD specifically. Offeror should propose necessary modifications).
 - 3) How the Offeror proposes to implement and enforce the United States nexus requirement intended to preserve the usTLD for use by the community of United States Internet users.
 - 4) Describe any proposed additional, alternative, or supplemental policies or programs the Offeror considers relevant and essential towards the locality-based usTLD space or the expanded usTLD space.

Offerors should also describe additional procedures that address other considerations than those listed above that they consider relevant to their quotation.

- J. Address the following considerations in the description of the registration process:
- 1) How the Offeror proposes to address the potential initial “rush” for registrations at the opening of the expanded usTLD space.
 - 2) Describe the proposed application process for potential registrants;
 - 3) Describe the proposed mechanisms for ensuring that registrants meet registration requirements;
 - 4) Describe any proposed appeal process that could be used by the applicant as a result of Contractor denial of registration.
 - 5) Describe any proposed procedure that would permit third parties to seek cancellation of a registration for failure to comply with restrictions imposed by the Contractor.
- K. Describe in detail the proposed mechanisms and community outreach plans for coordinating the current locality-based usTLD users and the mechanism by which the public can suggest or recommend additional policies or procedures for the usTLD.
- L. Describe, in detail, how the Contractor would fund the requirements of this acquisition at no cost to the United States Government.
- M. Project/estimate and explain annual Contractor costs for this acquisition in such a way to permit the Government to match those costs to specific SOW Contractor Requirements.
- N. Include detailed proposed financial plans, including, if appropriate, the manner in which fees levied for services rendered by the Contractor would be derived, considering cost plus a fair and reasonable profit.
- O. Describe, in detail, the technical facilities, equipment, software, hardware, and related technology that the Offeror would use to meet the requirements of this acquisition.
- P. Include no more than five past performance references for other efforts similar in scope to this acquisition that were either (a) completed by the Offeror (either as a prime Contractor or as a first-tier subcontractor) in the past five years or (b) currently in process. For each past performance reference, include the following information:
1. Contract Number/Purchase Order Number;
 2. Duration of the Contract/Purchase Order;

3. Dollar Value of Contract/Purchase Order (Broken Down on a Per-Year Basis, if Applicable);
4. Contract type of Contract/Purchase Order (*e.g.*, firm-fixed-price, cost-plus-fixed-fee, cost-plus-award-fee, fixed-price with economic price adjustment);
5. Name and Mailing Address of Customer Organization;
6. Technical Point of Contact at Customer Organization for the Contract/Purchase Order, including Phone Number, Fax Number and Email Address;
7. Information Noted in I.4 above for an Alternate Customer Organization Point of Contact; and
8. Detailed Description of the Effort Performed by the Contractor/Subcontractor under the Contract/Purchase Order.

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

- Q. Describe, in detail, proposed performance measures that will provide accurate indicators of the Contractors progress under the project and assessment of services offered.
- R. Include a completed copy of "Offeror Representations and Certifications" from this solicitation.
- S. The Offeror's Data Universal Numbering System (DUNS) Number. (See FAR 52.204-6 on page 16 of this solicitation.)

EVALUATION CRITERIA FOR AWARD

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

The Government will evaluate quotations submitted in response to this acquisition for services and will award a purchase order to the technically acceptable, responsible Offeror whose quotation represents the best value. Technical excellence and comprehensiveness of the overall service for usTLD operation is significantly more important than proposed price(s) to .us registrants. The evaluated price for all quotations, in terms of the price paid by the Government, will be \$0.00. This acquisition is being conducted under FAR Part 13, Simplified Acquisition Procedures. Under FAR Part 13, solicitations are not required to state the relative order of importance assigned to each evaluation factor and subfactor, nor are they required to include subfactors. The evaluation factors are listed below.

- Technical excellence and comprehensiveness of the offered service - For this factor, the Government will evaluate responses to items A through O and item Q in the “INSTRUCTIONS FOR SUBMITTING QUOTATIONS.”
- Past performance information – For this factor, the Government will evaluate information obtained from past performance references provided by the Offeror in their quotation in response to item “P” in the “INSTRUCTIONS FOR SUBMITTING QUOTATIONS” section of the solicitation, as well as any other relevant past performance information that the Government obtains about the Offeror from other sources;
- Reasonableness of proposed price(s) to .us registrants. For this factor, the Government will determine whether the proposed price(s) to the registrants are fair and reasonable considering the level of service(s) to be provided to the .us registrants.

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