

**SECTION B - Supplies or Services/Prices****Description of Services**

This is a single Indefinite Delivery, Indefinite Quantity (IDIQ) contract under which individual task orders will be issued for services of DOI Wide Cloud Hosting Solutions.

The contractor shall provide the necessary and qualified personnel and services as needed to perform the requirements set forth in the main Statement of Objectives (SOO) and as indicated in each individual task order Performance Statement of Work (PWS).

**Type of Contract**

This is a single IDIQ contract with provisions for Firm Fixed Price (FFP) and Time and Materials/Labor Hours (T&M/LH) type task orders.

**Determination of Order Type/Price/Costs**

The determination of individual task order type, FFP or T&M/LH, will be dependent on the level of detail that the Statement of Work provides. Each task order Request for Proposal (RFP) sent to the contractor will state the type of order determined appropriate by the Contracting Officer.

**Contract Minimum and Maximum Amounts**

In accordance with (IAW) FAR Clause 52.216-22 entitled, "Indefinite Quantity" the Maximum value of the CHS III contract is \$1 Billion. During the contract period of performance, including any renewal periods, the Government shall place orders totaling a:

Minimum of \$10 Million

Maximum amount not to exceed \$1 Billion.

**Determination of Task Order Type/Price/Costs**

This single award IDIQ contract for the Department of the Interior allows for the placement of task orders by warranted ordering contracting officers. Task Order types permitted include fixed-price and time and materials/labor hour. The determination of individual Task Order type will be dependent on the level of detail that the Statement of Work provides. Each Request for Proposal (RFP) and Task Order sent to the contractor, will state the type of order determined appropriate by the Contracting Officer.

**Travel**

Travel is not anticipated under this IDIQ contract. However, if travel is determined at a later time, travel shall be in accordance with individual Task Order requirements.

Travel, Material, and Other Direct Costs shall be reimbursed at actual costs incurred in accordance with FAR 52.216-7, Allowable Cost and Payment, and the Federal Travel Regulation as applicable. These items will be set forth, when applicable, on each task order.

50 **SECTION C - Description/Specifications**

51 **1.0 INTRODUCTION**

52 This Statement of Objectives (SOO) describes the objectives for Department of the Interior (DOI) wide  
53 Cloud Hosting Services (CHS) for Information Technology Modernization and an option for Data  
54 Hosting.

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56 Offerors shall use this Statement of Objectives (SOO) as the basis for preparing their proposal. Offerors  
57 shall ensure that they thoroughly address all aspects of the request for proposal (RFP) and Day one SOOs  
58 in their proposals.

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60 **2.0 EXECUTIVE SUMMARY**

61 The Department of Interior (DOI, Department) requires the ability to efficiently acquire secure cloud  
62 services on an ongoing basis. This acquisition will establish enterprise cloud services brokers to manage  
63 a portfolio of cloud computing, storage and application services across multiple vendor offerings,  
64 supplying DOI with a flexible solution for the delivery of those cloud services.

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66 This request for proposal and inclusive statement of objectives (SOO) presents a framework for moving  
67 the DOI enterprise from the current state to a broader single hybrid Enterprise Cloud Cluster (ECC)  
68 including this cloud capability enabled state. We define the current enterprise, identify key objectives,  
69 and define goals in terms of how to move forward to attain cloud benefits. This will result in profound  
70 changes in the DOI computing environment, technology refresh and leverage existing efforts, forging a  
71 path on how to move pieces of the enterprise to full cloud adoption, significantly improving DOI's  
72 delivery of enhancements to each of DOI's unique bureaus and service delivery programs, driving down  
73 information technology (IT) sustainment costs, and enabling resources to fund high priority emerging  
74 requirements.

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76 Cloud services provide a wealth of benefits that DOI can leverage to provide the right services, at the  
77 right place, at the right time in service to our country needs. Cloud services will enable the Bureaus to  
78 improve efficiency, align with administration goals and provide a sound technical platform for our future.  
79 DOI needs a consistent approach to reviewing, securing, managing and procuring cloud services to ensure  
80 optimized coordination and integration between vendors, which provides the best value for the taxpayer.  
81 A partnership between portfolio managers with DOI processes, will rapidly provide the benefits DOI  
82 needs for success.

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84 The transition to enterprise cloud services:

- 85 ● Makes the Department more efficient
    - 86 ○ Migrates from capital expenditures to operating expenditures
    - 87 ○ Provides a better response to supply and demand
    - 88 ○ Enables quick to market
  - 89 ● Aligns with Governmental Goals
    - 90 ○ Cloud Smart
    - 91 ○ Data Center Consolidation
  - 92 ● Makes Technical Sense
    - 93 ○ Provides a consistent platform/approach for development
    - 94 ○ Enables new technology adoption
    - 95 ○ Is portable across endpoints
    - 96 ○ Embeds consistent security in all cloud solutions
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### 98 3.0 BACKGROUND

99 The U.S. Department of the Interior (DOI, Department) is a Cabinet-level agency that manages America's  
100 vast natural and cultural resources. The Department employs an estimated 70,000 people, which includes  
101 expert scientists and resource-management professionals in nine technical bureaus to include the Bureau  
102 of Indian Affairs (BIA), Bureau of Land Management (BLM), Bureau of Ocean Energy Management  
103 (BOEM), Bureau of Reclamation (USBR), Bureau of Safety and Environmental Enforcement (BSEE),  
104 National Park Services (NPS), Office of Surface Mining Reclamation and Enforcement (OSMRE), Fish  
105 and Wildlife Services (FWS), and the U.S. Geological Survey (USGS). The Department:

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- 107 • has over 2,400 operating locations nationwide;
- 108 • hosts over 280,000 volunteers annually;
- 109 • promotes energy security and critical minerals development to create jobs for Americans;
- 110 • directs its efforts towards increasing access to outdoor recreation opportunities for all  
111 Americans;
- 112 • promotes enhanced conservation stewardship, whereby all levels of government and private  
113 landowners work cooperatively together;
- 114 • works to improve the management of species and their habitats; and
- 115 • works to uphold trust and relationships with Indian tribes, Alaska Natives, and insular areas and  
116 to respect self-determination and sovereignty.

117 The DOI Office of the Chief Information Officer (OCIO), provides information technology support across  
118 the department to ensure that DOI meets the mission, vision, and strategic objectives of its agency priority  
119 goals. In alignment with these goals, OCIO's mission is to provide available, adaptable, secure, and cost-  
120 effective information technology products and services to DOI programs/projects, enabling the staff to  
121 provide mission-critical support to the nation. Information Technology (IT) enables the DOI to support  
122 and facilitate critical services, improve action processing, and provide enhanced customer care and  
123 services to DOI bureaus while maintaining the Department's information security posture.

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125 The Cloud Hosting Solutions (CHS) III acquisition puts DOI bureaus in control of how, when, and where  
126 they wish to receive service. It is a catalyst to make DOI a world-class service provider and a framework  
127 for modernizing DOI's culture, processes, and capabilities to put the needs, expectations, and interests of  
128 the clients first. Any employee or citizen accessing any DOI IT infrastructure should have a consistent,  
129 high-quality experience. To accomplish this, the five strategies that are fundamental to the transformation  
130 of DOI include:

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- 132 • Improving the cloud services experience. At a minimum, every cloud service platform  
133 should be predictable, consistent, and efficient. The OCIO and USGS are working to make  
134 each touch point simplistic.
- 135 • Empowering DOI employees, who are the face of DOI. They provide the information, and  
136 access to important products and services, and they serve with distinction every day.
- 137 • Achieving support services excellence. Excellent support services will let employees and  
138 leaders focus on improved business processes, rather than worry about IT infrastructure  
139 improvements.
- 140 • Establishing a culture of continuous performance improvement. Employees who strive for  
141 performance improvement will apply lean strategies to examine their processes in new ways  
142 and build a culture of continuous improvement.
- 143 • Enhancing strategic partnerships. Enhanced partnerships will allow the Department to extend  
144 the reach of services available to stakeholders.

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146 The DOI's OCIO and USGS missions are to consistently identify, evaluate and leverage external  
147 resources to improve the business delivery experience, while enhancing productivity and efficiency across  
148 the enterprise. This strategy drives an unprecedented demand by our stakeholders and clients for IT  
149 services and benefits. To serve this demand, the DOI is streamlining operations to better serve the  
150 American public by consolidating 49 regions across 8 bureaus into 12 Unified Regions, encompassing all  
151 the Department's bureaus except for the Bureau of Indian Affairs. The new organization reduces  
152 bureaucratic redundancy, improves communication between experts in the field and leaders in  
153 Washington, DC, and allows for the sharing of knowledge and resources more effectively among the  
154 Department's field staff and local collaborators.

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156 DOI is a federated organization that relies on bureaus and offices to manage the different infrastructure  
157 components. The DOI is attempting to move into the future state of cloud services by an overarching  
158 enterprise-wide strategic vision.

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160 The main drivers of this effort are the increasing benefits and mandates for cloud migration and data  
161 center consolidation.

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163 **Cloud Migration:** The Office of Management & Budget (OMB) 2019 Federal Cloud Smart  
164 Strategy outlines the impetus and benefits of cloud adoption in federal agencies, including  
165 acceleration of data center consolidation and better utilization of existing infrastructure assets.

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167 **Data Center Consolidation:** The Federal Chief Information Officer initiated the Federal Data  
168 Center Consolidation Initiative (FDCCI) and the follow-on Data Center Optimization Initiative  
169 (DCOI) to reduce the IT footprint for agencies through the consolidation of traditional data  
170 centers to promote the use of Green IT, to reduce the cost of data center hardware, increase the  
171 overall IT security posture of the government, and to shift IT investments to more efficient  
172 computing platforms and technologies.

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174 These two drivers, as well as the OMB guidance (most recent OMB M-21-05) and, from Cloud First to  
175 Cloud Smart (see [cloud.cio.gov](https://cloud.cio.gov)), highlight the importance of harnessing the fundamental shifts in IT  
176 investment patterns to increase IT efficiencies and reduce IT investments. Prior to migrating to the cloud  
177 or consolidating data centers, it is critical to understand the current IT environment, facilitate informed  
178 decisions with the Bureaus and offices about their portfolio, and make educated choices for applications  
179 that migrate to the cloud or an on-premise hosting facility.

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#### 181 **4.0 SCOPE**

182 The USGS and OCIO are working together on a department-wide procurement effort to obtain a single  
183 Virtual Private Center (VPC) cloud services that will support cloud and managed service requirements.  
184 The purpose of the proposed Cloud Hosting Solutions (CHS) III contract is to provide access to services  
185 needed to support the DOI VPC. These services can be broadly categorized as those typically presented  
186 by:

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- 188 1. A public Cloud Support Services Provider that—as demonstrated with past performance—offers  
189 support services and subject matter expertise to include development (including  
190 migration/implementation), sustainment, and operations in the cloud.
  - 191 2. A public Cloud Hosting Provider that offers a Federal Risk and Authorization Management  
192 Program (FEDRAMP) certified cloud platform and associated services and tools with domain  
193 expertise in the offering of cloud platform infrastructure and capabilities within their platform and  
194 developing industry standards.

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196 This document outlines objectives related to each of these categories of support separately. The purpose  
197 of this effort is to acquire Cloud services to replace existing and aging infrastructure currently managed  
198 by DOI and its bureaus and offices, and to allow for growth and innovation of existing and new projects.  
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200 The cloud support service provider or broker must provide the DOI with a technical and organizational  
201 transformation roadmap that addresses all phases including architecture, engineering, implementation and  
202 sustainment as well as strategic partner engagement services to accomplish this agenda. A critical facet  
203 of this strategic partnership is to leverage new acquisition models built on cloud enablement to shift from  
204 acquisition of network infrastructure technology as an asset, to infrastructure technology as a service  
205 (ITaaS). The cloud support service provider or broker will also engage with the carriers to ensure they  
206 meet all service level agreements.  
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208 The goal of the proposed requirement is to develop and maintain general-purpose environments that  
209 support a broader DOI VDC requirement, with associated Cloud-based infrastructure and services, which  
210 supports Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) with FedRAMP approved  
211 deployments. The DOI is open to contractor flexibility in proposing unique solutions and submitting  
212 alternative ideas as options that may increase the likelihood of meeting mission needs, result in less  
213 performance risk that may improve efficiency, and reduce DOI's present and long-term risk with  
214 obtaining and utilizing cloud services.  
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216 Cloud services must be able to support the entire DOI as selected by projects within DOI and bureaus;  
217 therefore, internal users and mission partners, must provide a robust, agile, and interoperable  
218 infrastructure that provides connectivity and computing capability to deliver integrated services to clients.  
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220 DOI requires contractors who bring a mission focus to this program, which can continuously identify  
221 methods for applying IT processes to improve DOI's mission performance and execution. The  
222 Department and bureaus require the expertise to continuously analyze, research, identify, and recommend  
223 the most effective and efficient application of technology to meet DOI's mission requirements. They  
224 must also demonstrate the capability to design, engineer, install, and integrate IT infrastructure hardware,  
225 software and service components. DOI will require the contractor to:  
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- 227 • Provide, under a performance-based contract, secure, highly reliable, and available IT  
228 infrastructure services that meet or exceed DOI customer expectations.
- 229 • Continuously review, analyze, and take proactive measures to ensure that the DOI IT  
230 infrastructure stays current with technological advances in the industry, while validating that  
231 infrastructure investments align with the DOI Hosting Strategy Vision and mission objectives.
- 232 • Improve service through the implementation of standard service management and delivery  
233 frameworks and associated processes.
- 234 • Develop and provide innovative solutions for consideration by DOI.
- 235 • Provide transparency to customers and end-users on service cost, performance, and satisfaction as  
236 demonstrated and documented through customer satisfaction surveys.
- 237 • Continuously monitor cost of services and customer satisfaction for services delivered throughout  
238 the life cycle of the IT infrastructure operations and support programs, as measured through Total  
239 Cost of Ownership (TCO) studies.
- 240 • Achieve predictable costs for services to enable better budgeting for the customer base.
- 241 • Effectively utilize subcontract and teaming arrangements as defined in the Federal Acquisition  
242 Regulation (FAR) Part 19 - Small Business Programs.  
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244 The primary functions of the anticipated Department-wide CHS III program are illustrated below and are  
245 based on each DOI bureaus' unique business needs, to include:

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- The design, implementation, and maintenance of a well-architected Virtual Private Cloud (VPC).
  - An implementation and enforcement of various policies within the VPC environment.
  - A targeted location for customers to host their applications.
  - An offering of various “managed services,” which is optimized to run in the partner Cloud Service Provider (CSP) environment. These services are strategically offered to reduce the requirement for individual customers to build their own alternatives utilizing their existing dedicated spaces resources, and to increase the standardization of specific implementations of said services. Such standardizations should improve cost efficiency and scalability of the overall CHS offerings. Most of these services would likely be registered in a service catalog.
  - A central financial control center over the entire contract award, which entails gathering information for targeted billing back to customers and/or centralized common spend items that may be subsidized by various components in the DOI, and appropriately facilitating the fund transfers between relevant parties. Overall support for the ECC ecosystem (along with relevant partners, such as DOI telecom/network support, etc.) as would typically occur in any large enterprise data center located within the physical confines of a given company or agency.

263 The scope of any potential contract award may require:

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- Architectural advice on the configuration and deployment of the DOI Cloud Hosting Solutions (CHS) VPC.
  - Strategic advice on how to improve the support of the overall DOI CHS program.
  - Contract personnel to help complement the existing staff on the CHS team, at many ranges of expertise and experience, as requested by the DOI CHS program.
  - Contract personnel who would also be tasked with knowledge transfer to and training for government staff.
  - Access to an extremely robust CSP environment capable of supporting the wide-ranging needs of a Department the size of DOI.
  - Itemized and roll-up billing on a monthly basis to the DOI CHS program for all associated spend categories.
  - Along with government staff, provide consultation to existing and potential customers related to their specific IT support needs in the DOI CHS environment.
  - Upon request by the DOI CHS program, in-depth advice and possible active facilitation with specific customers (programs and projects) to help them rationalize, architect, and plan out migrations of significant existing internally deployed applications or systems into the DOI CHS VPC. This could potentially include other customers’ systems that are already in the Cloud via other task orders within DOI.
  - Upon request, any other services associated with what is typically needed to facilitate the support of an enterprise-scale data center deployed in an internal environment.
  - Specific support to seamlessly migrate all existing CHS systems and associated support services into an alternate environment in the event the DOI CHS would be sited at a CSP other than Amazon Web Services (AWS), where the USGS CHS VPC is presently hosted. Performance of the proposed migration does not require any significant impact on the DOI’s current operations.

290 The DOI will accept a technical proposal with associated cost estimates from contractor(s) who can

291 contribute to reducing the Total Cost of Ownership (TCO), without compromising objectives or

292 requirements; have existing partnerships with industry leading technology vendors and service providers;

293 and demonstrate the ability to accomplish tasks and deliverables in accordance with stated or desired

294 service levels and performance objectives.

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296 Under a performance-based services contract, DOI will extensively use service level agreements (SLAs)  
297 and metrics to monitor the performance of this contract and tasks. The DOI and contractors will baseline  
298 and monitor progress, using agreed-upon performance metrics and service level agreements. The DOI  
299 expects the contractors to propose meaningful performance and quality assurance metrics and  
300 performance incentives in its proposal that will best advance the purposes of the contract on a cost-  
301 effective basis.

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303 The overall objective is to perform as an enterprise cloud services provider or broker, and to continuously  
304 improve such performance based on lessons learned by execution of cloud brokerage responsibilities.  
305 The scope includes all cloud options, such as IaaS, Database-as-a-Service (DBaaS), and PaaS as most  
306 appropriate to the requirement, depending on the uniqueness of the requirement to the DOI versus  
307 commodity IT services needed by all federal agencies. The overall objectives are to:

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- 309 • Optimize selection of the most appropriate cloud provider for a given business requirement;
- 310 • Reduce risk associated with consuming services (e.g., via federated security, cost, and  
311 compliance);
- 312 • Integrate diverse cloud services to meet the diverse science mission needs;
- 313 • Add significant value to services (e.g., context and analytics);
- 314 • Provide subject matter expertise (e.g., best procurement practices consistent with the FAR);
- 315 • Achieve transparency in cost and performance of the cloud provider;
- 316 • Centralize cloud services functionality (e.g., service aggregation, archival and auditability);
- 317 • Provide a central point for governance according to federal government mandates;
- 318 • Offer various IT services to help consumers with cloud service providers or broker-related project  
319 implementations, ranging from managed services to business process utility (BPU);
- 320 • Streamline and simplify the IT services acquisition process;
- 321 • Establish processes and tools to assure on-going, viable competition among selected cloud  
322 providers by assuring easy migration of all DOI intellectual property and data from one cloud  
323 provider to another under contract terms and conditions all parties agree to.
- 324 • Provide access to all support services directly from the CSP that are typically offered in their  
325 normal commercial practice at no charge to the DOI; and
- 326 • Provide, at the DOI's option, access to elevated levels of support from the CSP, in a tiered level  
327 with accompanying payment levels that are clearly defined.
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329 The DOI-wide CSP shall enable:

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- 331 • **Emerging Technology.** New doors open to opportunities for service and benefits delivery that  
332 currently do not exist. This will give DOI staff and clients access information via a multitude of  
333 devices that may not be hardwired into DOI's network.
- 334 • **Interoperable Applications.** Enterprise and external systems use shared services to exchange,  
335 process, and present information to improve interoperability, reduce system development costs,  
336 and accelerate delivery.
- 337 • **Better Value Modern Applications.** DOI makes more cost-effective investments in technology  
338 and interfaces that are understandable to end users. Using the most suitable Commercial off the  
339 shelf (COTS) and Government off the shelf (GOTS) tools, enterprise applications are built as  
340 dynamic websites that adapt to how various browsers need to translate and display information.
- 341 • **Flexible and Scalable Infrastructure.** DOI uses technologies that provide elasticity and  
342 scalability that cloud technologies allow for the sharing of capacity and support mobility, data  
343 analytics, and authoritative data.

- 344 • **Secure Information and Networks.** Information is encrypted as it traverses through the  
345 network. Devices, processes and staff are authenticated as they move between functions and are  
346 authorized based on their functional role.
- 347 • **Efficiency.** Identify economies of scale, increase productivity and gain operational efficiencies.  
348 Ultimately, DOI seeks to drive out redundancies; replicate support service best practices;  
349 reengineer processes across the enterprise; establish service level agreements with clearly defined  
350 performance measures and targets; establish customer-driven frameworks; enable technology;  
351 manage performance; and apply common standards.  
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353 The cloud service provider or broker will provide DOI the ability to procure “third-party” services from  
354 vendors that provide services on a rental or “pay as you go” nature that are designed to enhance or  
355 complement the CSP environment associated with the award. CSP vendors typically have partners that  
356 offer specialized or complementary services that build on the core CSP platform or services. In their  
357 entirety, they present a more mature and expansive suite of Cloud services, which the Department can  
358 more fully utilize.  
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360 Business process latency—the state of existing but not yet fully developed or manifested—is problematic  
361 in all large organizations. DOI is no exception. Business process latency stifles effectiveness. A  
362 reduction in latency will enable DOI to fulfill its commitments, and then, regardless of location, establish  
363 efficient processes to implement our Data Hosting Vision and enable improved access to data.  
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365 The prime contractor is required to have demonstrated expertise in the realm of architecture, service  
366 delivery, and operational support in the CSP environment identified in the Cloud Hosting Services (CHS)  
367 procurement.  
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369 The prime contractor is required to have strong prior government experience integrating cloud hosting.  
370 Experience with billing and invoicing for a government customer will also be vital to the success of CHS.  
371 Awarding the contract to an experienced integrator with strong past performance is vital. The CSP or  
372 broker shall:  
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- 374 • Provide access to all support services directly from the CSP at no charge to DOI that CSPs offer  
375 at no charge in their normal commercial practice.
- 376 • Provide, at the DOI’s option, access to elevated levels of support from the CSP, in a tiered level  
377 with accompanying and clearly defined payment levels.
- 378 • Monitoring dash-board tool must be able to integrate with the CSP.
- 379 • The prime contractor must be capable of migrating all existing CHS (and possibly other DOI)  
380 Cloud-based systems from where they currently reside into the CHS environment that will be  
381 supported under the CHS III contract. It should be noted that the CSP under any new CHS  
382 award, may not be where CHS currently resides.
- 383 • Provide, at the DOI’s option, consulting and other Cloud-related support services on an agreed-  
384 upon labor schedule. The USGS currently supports a VPC and associated support services with a  
385 combined government/contractor model. In general, contractors provide senior-level architecture  
386 guidance, high-end technical services, and knowledge transfer. The DOI anticipates it will  
387 continue to utilize contractors in that mode going forward. Additionally, periodic process and  
388 data integration analysis and support services will ensure optimization of processes that directly  
389 or indirectly affect cloud services, i.e. account, authentication, and configuration management.  
390 The overall footprint of an expanded VPC could proportionally increase the level of required  
391 contract support. While DOI may require services from any of the contractor labor categories  
392 typically associated with the design, support, advancement, and management of an enterprise-  
393 level VPC in a public CSP environment, we are most likely to require services from the

394 categories identified in the attached document entitled “Labor Categories for CHS3”. A written  
395 task order must be issued for required services. The DOI will submit an RFP to the contractor  
396 and will issue a task order upon agreement of labor mix/level of effort. The Contracting Officer  
397 will issue the task order.

- 398 • Assist, advise, architect, and implement a secure information system environment that complies  
399 with all required federal regulations and DOI specific security objectives.
- 400 • Ensure data portability and migration assistance, as needed, to an in-house or another cloud  
401 platform upon contract completion.
- 402 • Assist the DOI in creating solutions that allow the Department to monitor traffic moving in and  
403 out of the cloud environment in order to meet Trusted Internet Connections (TIC) and other  
404 security monitoring requirements.
- 405 • Agree to generally bill for Cloud-related support services by the hour based on contractually  
406 established professional labor categories. Occasionally, both parties may identify and agree upon  
407 fixed-price tasks.

408

409 The DOI requires the Contractor to develop and maintain throughout the engagement, a Master Program  
410 Plan (MPP) that describes the overall target architecture, a roadmap to achieving that target architecture  
411 with major milestones, and an integrated master schedule that presents a detailed work breakdown  
412 structure and milestones for each of the major task groups identified.

## 413 **5.0 PROGRAM AND PROJECT MANAGEMENT**

414 The Contractor(s) shall provide the technical and functional activities necessary for the management of  
415 this SOO. The Contractor shall employ a technical approach, organizational resources and management  
416 controls to achieve cost, schedule and performance requirements throughout the engagement.

417

418 The contractor, at a minimum, shall perform the following program management activities:

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- 420 • Develop and manage Infrastructure Modernization Program Management Plan and Project  
421 Schedule, outlining the individual project Work Breakdown Structures (WBS) and resource  
422 allocation to accomplish each task.
- 423 • Project coordination and management support between contractor employees and engineers,  
424 federal staff, vendors, and future customers of the various infrastructure systems to ensure  
425 integration points are in place throughout the project’s lifecycle.
- 426 • Support deployment planning and overall project management for the multiple locations across  
427 the nationwide DOI enterprise.
- 428 • Provide overall quality control throughout the project’s performance and escalate issues to federal  
429 management as needed.
- 430 • Produce briefings, program plans, and other documentation as requested for presentation to the  
431 OCIO, USGS, and other bureau sponsors and stakeholders.
- 432 • Provide communications and outreach materials to customers on CHS service offerings.
- 433 • Provide executive coaching and instructional presentations regarding new functionality to DOI  
434 customers;
- 435 • Provide meeting support such as agenda development, minutes, and action tracking; and
- 436 • Prepare status reports, on a weekly and ad-hoc basis, to provide an update on the project’s  
437 progress and specific areas that may require management’s action.

### 438 **5.1 Reporting**

439 At the request of the Contracting Officer Representative (COR), the contractor shall provide the COR  
440 with separate Project Status Reports that monitor the progress, cost, schedule, and labor hours expended  
441 to date for each Task Assignment issued under this SOO (monthly). The Project Status Reports shall

442 include a discussion of overall personnel, financial, deliverables and milestones, risks (to include  
443 opportunities) and other issues, including potential impacts on schedules or project plans and  
444 recommended actions. Where relevant, the reports shall discuss these issues for each Task Assignment.  
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446 The Contractor/Subcontractor employee by task assignment shall include in the reports a summary of  
447 expended labor hours and dollars. They shall submit each report to the government COR and Project  
448 Manager in accordance with the delivery schedule agreed upon by the parties. The COR may change the  
449 format and content of the reports over time to reflect the dynamic nature of the assigned activities.  
450 Although the reports are due at the request of the COR, this shall not relieve the Contractor of the  
451 responsibility to proactively keep the government informed of issues or problems as they occur (including  
452 technical, cost or schedule issues).  
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454 The contractor shall also provide weekly updates that inform the COR about the status of each Task  
455 Assignment as requested.  
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#### 457 **6.0 Statement of Objectives (SOO)**

458 The DOI seeks a single integrator and one or more Cloud Support Services Providers (CSPs) to assist  
459 with DOI leadership of data center consolidation and overall reduction of the DOI-owned and -managed  
460 data center footprint through vendor-managed cloud services. To maximize standardization and  
461 efficiency while minimizing duplicative administrative tasks, the CSP should have built in multi-tenancy  
462 capability to readily provide shared service across DOI. Where cloud services are not applicable, DOI  
463 continues to principally reduce application, system, and database inventories to essential enterprise levels  
464 by increasing the use of virtualization and DOI on-premise consolidation.  
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466 Leveraging cloud services and on-premise, traditional virtualization, DOI is committed to:

- 467 • derive efficiency through the pooling of storage, network and compute resources, and on-demand  
468 dynamic resource allocation;
- 469 • offer efficient shared service via Application Rationalization, use of container based and  
470 serverless technology;
- 471 • enable automated Cloud Brokering, Multi-tenant capability, Zero Trust Networking; and
- 472 • leveraging DevOps industry standard practices.  
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474 Per federal guidance, through utilization of cloud hosting and the consolidation of data centers, DOI will  
475 modernize our IT infrastructure to improve efficiency, address material weaknesses, protect data, and  
476 ensure availability of IT infrastructure to staff and contractors in alignment with OMB guidance.  
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478 The DOI OCIO will perform ongoing analysis of existing and future DOI applications cloud hosting and  
479 provide updated recommendations on the location of application hosting.  
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481 The overarching DOI objectives for data center consolidation are to:

- 482 • Maintain cross-agency goals for a highly available, scalable, and redundant data center  
483 infrastructure that will substantially reduce the government's risk and provide for fiscally  
484 responsible future IT growth.
- 485 • Transition to commercial cloud at the highest application service level (i.e. SaaS) as the default  
486 service while maintaining secure and efficient data center infrastructure to support systems which  
487 cannot or should not migrate to the virtual data center environment.
- 488 • Optimize space and IT asset utilization and processing capacity to minimize environmental  
489 impacts and achieve cost savings through energy consumption reductions and economies of scale  
490 for purchasing and operational resources.

- 491 • Increase the IT security posture of DOI enterprise IT systems through implementation of  
492 standardized processes and monitoring tools across all systems located in the consolidated and  
493 existing data centers.
- 494 • Provide automated and standardized security hardening of hardware and software platforms in  
495 accordance with National Institute of Standards and Technology (NIST) 800-53 and Federal  
496 Information Security Management Act (FISMA) guidelines to ensure the integrity and  
497 confidentiality of DOI electronic information and systems.
- 498 • Provide automated and standardized monitoring of IT systems for availability and performance to  
499 improve service levels across the Department.
- 500 • Ensure continuous IT system availability and performance through implementation of  
501 redundancy, load balancing, continuity of operations and disaster recovery measures.
- 502 • Provide advisory services and solutions that will:
  - 503 ○ Satisfy FITARA reporting requirements while expanding information to incorporate  
504 cloud hosting services.
  - 505 ○ Catalog, standardize, and consolidate data center cloud hosting contracts.
  - 506 ○ Standardize, catalog and centralize the consumption and deployment of cloud services in  
507 both process and technology.
  - 508 ○ Develop a storefront for intake of development requests, create presentations, budget  
509 plans and projections, strategic roadmaps, and project plans to provide recommendations  
510 to the DOI/Bureau Cloud Services Team for cloud service offerings to address new  
511 requests for services, modernize our current cloud service portfolio, and determine which  
512 non-cloud offerings are migrated to the cloud and integrated into the cloud services  
513 portfolio.
  - 514 ○ Provide a method to transition and/or migrate legacy applications to enterprise cloud  
515 solutions.
  - 516 ○ Perform ongoing analysis of existing and future DOI applications cloud hosting services  
517 to provide recommendations on application hosting to the DOI cloud services managing  
518 partners.
  - 519 ○ Establish fundamental criteria for new applications that ensure compatibility with DOI  
520 enterprise cloud solutions.
  - 521 ○ Develop and implement solutions, procedures, communications and strategies that  
522 enforce cloud service provider adoptions.
  - 523

524 To deliver increasing value to the stakeholders and clients, the DOI is modernizing the IT infrastructure  
525 across the enterprise. The purpose of this effort is to acquire professional services and the agency-wide  
526 support that the DOI requires in order to adequately support the modernization of the DOI Enterprise IT  
527 Infrastructure and ensure compliance with enterprise strategy and mandates for cloud migration and data  
528 center consolidation. Additionally, the DOI strategy has led to the identification of the following  
529 objectives:

- 531 1. Target vision and Architecture
- 532 2. Standardization and Governance
- 533 3. Business Processes
- 534 4. Automation/Orchestration wherever possible, e.g., adopting artificial intelligence
- 535 5. Migration to target architecture, e.g., Private Cloud/Optimized Data Center Infrastructure at  
536 Major Tiered Data Centers
- 537 6. Seamless integration between Private and Public Cloud
- 538 7. Tools standardization/integration
- 539 8. Security and Zero Trust Network (ZTN)

540 6.1 Cloud Technical Statement of Objectives

541 Contractor will provide cloud and professional support services and mechanisms that enable efficient  
542 enterprise IT shared services and consolidation of the U.S. Department of the Interior (DOI) data centers  
543 to a target state (and number) that promotes standardization, and operational efficiency across the  
544 Department without compromising availability, reliability, performance, business continuity, backup and  
545 security.

546 6.1.1 Provide Cloud Support Services

547 The cloud support services provider shall:

- 548 1. Provide a schedule and budget estimates for proposed work activities.
- 549 2. Monitor and adhere to baseline (or rebaseline) scope, schedule, and costs.
- 550 3. Communicate within project team, DOI and bureau program/project management, and other  
551 bureau leads as sponsors and/or stakeholders.
- 552 4. Promote continuous improvement in work processes to improve quality, timeliness, cost-  
553 effectiveness, and data interoperability.
- 554 5. Propose system improvements and enhancements to CHS III Program Management that affect  
555 scope, schedule, cost, functionality, performance, data management and user experience.
- 556 6. Support intra-project activities, CHS III enterprise activities, technical meetings and working  
557 groups, and proof of concepts that have a cloud component.
- 558 7. Participate in Department and cross-bureau collaborative activities and working groups with  
559 approval from the Program Manager.
- 560 8. Participate in interface control document (ICD) development between external partners and CHS  
561 III cloud-based systems.
- 562 9. Consult with CHS Program and Project Management on the development, maintenance and  
563 operations of enterprises solutions.
- 564 10. Support CHS III core system integration, trouble shooting, and interface issues, both during core  
565 hours and as needed outside of normal working hours.
- 566 11. Research new cloud and data center technologies to:  
567 a. stay current and informed of changes regarding cloud providers and technologies  
568 b. determine how it may impact DOI; and  
569 c. recommend courses of action to the program manager.
- 570 12. Research and plan for new cloud activities involving multiple bureaus through the contract  
571 proposal process.
- 572 13. Provide a development and test mode as part of the platform for tools/services/applications in the  
573 Cloud within the DevOps model.
- 574 14. Travel to other bureaus, offices, or field centers as necessary in support of CHS III Cloud-based  
575 systems.

576 6.1.2 Deliverables

577 The contractor will submit the following:

- 578 1. Cloud Service Provider's Assessment and Identification: Classification, locations, contracts and  
579 services, and DOI Services (Applications) provided;
- 580 2. Reporting mechanism(s);  
581 a. Monthly cloud status reports to include task accomplishments, plans, progress, and problems.  
582 b. Trip reports notes.  
583 c. Meeting notes.
- 584 3. Cloud and Service Target Recommendations;
- 585 4. Information Technology Migration Plan;
- 586 5. Platform Implementation Plan (updated when contract options are exercised);

- 587 6. Platform IT Security Plan;
- 588 7. Platform Architecture Design (updated every two years);
- 589 8. System Engineering Management Plan (updated every two years);
- 590 9. Data Preservation Plan (updated every two years);
- 591 10. Configuration Management Plan (updated every two years);
- 592 11. Compliance Management Plan;
- 593 12. Consumer Management Plan;
- 594 13. Software Design Plan;
- 595 14. Tool Standardization/Rationalization/Integration (across Private cloud/On-premise/Public Cloud);
- 596 15. Data Rationalization;
- 597 16. Cloud affinity/brokering (guide optimal workload destination based on requirements input); and
- 598 17. Lessons learned and program summary for the previous year of performance.

### 599 6.1.3 Assumptions and Constraints

600 The U.S. Government expects the cloud support services provider will;

- 601 1. Offer a tiered level of service.
- 602 2. Continue to identify and recommend potential system and/or operations flow efficiencies for the
- 603 cloud-based systems as appropriate.
- 604 3. Provide access logs for all transactions at the request of the government.
- 605 4. Provide subject matter expertise as requested.
- 606 5. Provide interoperability across cloud platforms as integration between platforms (cloud and
- 607 Department virtual data centers) continue to mature. (Interoperability is a significant hurdle for
- 608 federal agencies in the current migration path towards Data Center Consolidation and the cloud
- 609 infrastructure.)
- 610 6. Provide application rationalization services for Department needs to include understanding,
- 611 consulting, advising, reviewing and recommendations to satisfy Department goals for
- 612 management of the portfolio for services and tools.

### 613 6.2 Provide Cloud Hosting Services (Platform)

614 The cloud hosting services provider shall identify, leverage and establish cloud services through  
615 Federal Risk and Authorization Management Program (FedRAMP) accredited “-as a Service”  
616 solutions such as: Infrastructure, Platform, and Storage. This is the principal objective. In addition,  
617 requirements for accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C.  
618 794d) are determined to be relevant. See <http://www.Section508.gov> to obtain information about  
619 Section 508 Electronic and Information Technology (EIT) Accessibility Standards.

620  
621 The U.S. Government expects the CHS provider to report through the prime integrator in regard to the  
622 following:

- 623 1. Provide scope, schedule and budget proposals for future work activities.
- 624 2. Monitor and adhere to baseline (or rebaseline) scope, schedule, and costs.
- 625 3. Communicate within project team, DOI and bureau program/project management, and other
- 626 bureau leads as sponsors and/or stakeholders.
- 627 4. Promote continuous improvement in work processes to improve quality, timeliness, cost-
- 628 effectiveness, and data interoperability.
- 629 5. Propose system improvements and enhancements to CHS III Program Management that affect
- 630 scope, data and users/usage.
- 631 6. Support intra-project activities, CHS III enterprise activities, technical meetings and working
- 632 groups, and proof of concepts that have a cloud component.
- 633 7. Participate in Department and cross-bureau collaborative activities and working groups with
- 634 approval from the program manager.

- 635 8. Participate in Interface Control Document (ICD) development between external partners and  
636 CHS III cloud-based systems.
- 637 9. Consult with CHS Program and Project Management on the development, maintenance and  
638 operations of enterprises solutions.
- 639 10. Support CHS III core system integration, trouble shooting, and interface issues.
- 640 11. Research cloud technologies and stay current and cognizant of changes regarding cloud providers  
641 and technologies.
- 642 12. Research and plan for new cloud activities including multiple bureaus through the contract  
643 proposal process.
- 644 13. Provide a development and test mode as part of the platform for tools/services/applications in the  
645 Cloud.
- 646 14. Travel to other bureaus or field centers as necessary in support of CHS III Cloud-based systems.

#### 647 6.2.1 Deliverables

648 For each initial, updated, and final plan the contractor will submit the following:

- 649 1. Cloud Service Provider's Assessment and Identification: Classification, locations, contracts and  
650 services, and DOI Services (Applications) provided.
- 651 2. Reporting Mechanism(s);
  - 652 a. Monthly cloud status charts to include task accomplishments, plans, progress, and  
653 problems.
  - 654 b. Travel reports/notes.
  - 655 c. Meeting Notes.
- 656 3. Cloud and Service Target Recommendations Report.
- 657 4. Master Program Plan (MPP).
- 658 5. Annual Work Plans for all current, planned and proposed development work.
- 659 6. Information Technology Migration Plans.
- 660 7. Closure and Equipment Disposal Plan (Full Shutdown of closed Hosting Spaces).
- 661 8. Data Center Contracting requirements standards, Service Level Agreement (SLA), creation of  
662 common compliance language.
- 663 9. Software Design Plan (platform).
- 664 10. Coordination and Communication Plan.
- 665 11. Compliance Management Plan.
- 666 12. Consumer Management Plan.
- 667 13. Annual lessons learned and program summary for the previous period of performance.

#### 668 6.2.2 Assumptions and Constraints

669 The U.S. Government expects the cloud hosting services provider will:

- 670 1. Offer a tiered level of service.
- 671 2. Continue to identify and recommend potential system and/or operations flow efficiencies. for the  
672 cloud-based systems as appropriate.
- 673 3. Provide access logs for all transactions at the request of the government.
- 674 4. Provide subject matter expertise as requested.
- 675 5. Provide peta-byte volume and scale for storage and compute to meet the Departments growing  
676 needs.
- 677
- 678

#### 679 6.3 Partnering Objectives

680 Creating a "partnership" between the DOI and the contractor(s) is a major intent of this SOO. The extent  
681 to which a contractor's services advance DOI mission accomplishment through the completion, use, and

682 documented results from the DOI infrastructure services and systems will determine its performance.  
683 Within the context of this SOO, "partnership" means an interactive, mutually supportive professional  
684 relationship that is open, collaborative, agile, and customer oriented. In addition to meeting the objectives  
685 described herein, the U.S. Government expects the contractor to:

- 686
- 687 1. Consistently take steps to understand DOI's crucial business issues and opportunities.
- 688 2. Identify and propose improvements to frameworks, processes, and services throughout the  
689 performance period of the contract.
- 690 3. Share the risks and responsibilities of joint implementations and initiatives.
- 691 4. Ensure its products and services deliver tangible and meaningful business benefits.
- 692 5. Work collaboratively with other contractors, government agencies, and business partners to ensure  
693 project success.
- 694 6. Establish partnerships between cloud service contractors and cloud hosting solutions contractors.
- 695 7. Provide documentation of functional Work Breakdown Structure (WBS) to include Responsibility  
696 Assignment Matrix (RAM) for roles and responsibilities for each partner.
- 697 8. Develop architecture and code base on behalf of the U. S. government that they will share with the  
698 other contract teams and across the options of the entire CHS III contract offering.
- 699 9. Establish an efficient and effective billing process and re-use across the options of the contract to  
700 minimize impact with the U. S. government billing/invoicing systems. This billing process interval  
701 will be monthly and based on Gregorian calendar months.
- 702 10. Deliver a metrics operations dashboard to monitor and track ingest, egress, processing as an example  
703 of the many possible capabilities.
- 704 11. Break out the task basis of estimate (BOE) costs to the sub-system level of the work breakdown  
705 structure (WBS). In specific cases, the government may request the contractor to report at lower  
706 levels of the WBS and provide monthly detail upon request.
- 707 12. Cede control of application or data set to the U.S. Government as the data owner.
- 708 13. Provide secure connectivity infrastructure that conforms to U.S. Government information security and  
709 privacy regulatory requirements.
- 710 14. Provide access logs for all transactions at the request of the government.
- 711 15. Contain all hosting activities within the contiguous United States.
- 712 16. Provide interconnection solutions that meet the latest Government Trusted Internet Connection (TIC)  
713 requirements. The reseller may propose optional services that allow the government to utilize a "TIC  
714 in the Cloud" in which the vendor provides MTIPS capabilities as part of the cloud option.
- 715 17. Support the capability to store data as blocks, objects, files and/or lakes (concepts).
- 716 18. Continue to identify and recommend potential system and/or operations flow efficiencies for the  
717 cloud-based systems as appropriate.
- 718 19. Provide access logs for all transactions at the request of the government.
- 719 20. Support encryption for data-at-rest and data-in-transit using industry-standard algorithms.
- 720 21. Provide an effective configuration management process.
- 721 22. Identify any unique hardware and software requirements necessary beyond their standard  
722 configurations.
- 723 23. Support multi-factor authentication and demonstrate knowledge on government IT Security  
724 regulations.
- 725 24. Demonstrate knowledge on and efficiently implement:
  - 726 a. event-based serverless compute processing.
  - 727 b. extension of live storage for internal applications into the Cloud.
  - 728 c. sensor stream processing services for both backward and forward data streams.
  - 729 d. mass data import/export service via shipped physical devices up to exabyte in scale.
  - 730 e. open-source container management and orchestration tools.
  - 731 f. the ability to send notifications as a service on event triggers as necessitated.

- 732 g. optional market-based demand compute pricing model.  
733 h. optional reserve compute capacity pricing model.  
734 i. cluster compute service that supports high-performance computing (HPC) workloads.  
735 j. services that directly support machine learning.  
736 k. an ability to directly downlink targeted satellite data to the CSP environment with no outside  
737 intermediary systems.  
738 l. support for Pangeo as a service (open-source big data climate science platform).  
739 m. time series optimized databases.  
740 n. Database-as-a-Service (DaaS) for the following Relational database management system  
741 (RDBMS) and NoSQL platforms including:  
742 • Oracle  
743 • Postgres  
744 • MySQL  
745 • SqlServer  
746 • Apache  
747 • MongoDB  
748 • Apache Cassandra  
749 o. private and public internet protocol (IP) subnets (Ipv4 and Ipv6).  
750 p. load balancing (both Network and Application) across multiple instances that provide health  
751 checks that allow non-responsive machines to be dropped from the load balancing group.  
752 q. domain name system (DNS) failover.  
753 25. Support Web Application Firewall (WAF) as a service capability.  
754 26. Provide the capability to establish necessary network connections from the Department or bureau on-  
755 premises environment to the CSP's data centers with an industry standard acceptable bandwidth  
756 margin.  
757 27. Demonstrate knowledge on and provide network load balancing.  
758 28. Demonstrate knowledge on and provide the capability to establish network firewall services to the  
759 customer environment.  
760 29. Demonstrate knowledge on Distributed Denial of Service (DDoS) Protection Services that discovers,  
761 classifies, and protects sensitive data including personally identifiable information (PII).  
762 30. Demonstrate knowledge on services provided on a "pay-as-you-go" pricing model, which they can  
763 bill per second or as requested by the government.  
764 31. Identify and categorize services by sub-accounts, which can be rolled up into one master account for  
765 billing purposes per task order.  
766 32. Offer Network and Information Technology (IT) security in compliance with DOI and USGS security  
767 guidelines including the recommended security controls specified in NIST 800-53.  
768 33. Support Content Distribution Network that can manage static and dynamic data as required.  
769 34. Demonstrate familiarity with and assure that clouds systems meet or exceed DOI Network and IT  
770 security regulations found at <https://support.chs.usgs.gov/display/CHSKB/Security>.  
771 35. Mark all outputs and/or deliverables as "Property of the United States Government, Department of the  
772 Interior" or other appropriate DOI bureau that is the sponsor of the work tasks.

#### 773 6.4 Period and Place of Performance

774 The DOI estimates the total proposed contract's Period of Performance to be Date of Award through a  
775 five-year base period of performance and three two-year option performance periods. The goal would be  
776 for all vendors to staff a single operations center that can enable effective and efficient operations across  
777 the selected cloud offerings located within the contiguous United States. The DOI may need to  
778 implement this goal during an initial phase of the overall contract period.  
779

780 **7.0 Current Environment**

781 The current DOI IT environment and methodologies have begun to pivot towards cloud adoption but are  
782 not widespread across the varying DOI Projects. DOI Associate Chief Information Officers (ACIOs)  
783 have a mixed temperature of interest in cloud migration. There are a significant number of initial  
784 opportunities, and ACIOs need to understand the value proposition for their interest. DOI activities  
785 include shifting towards OMB's "cloud-smart" policy;

786  
787 The current IT infrastructure provides the backbone necessary to meet the day-to-day operational needs of  
788 the DOI, its bureaus and offices, and all IT systems supporting the Department's mission. However, DOI  
789 lacks continuity of operations and disaster recovery as encouraged by current and previous  
790 administrations.

791  
792 DOI is looking towards cloud capabilities to mitigate the risk of system outages and major incidents  
793 (frequency and severity) that may potentially result in serious harm or data loss. Demand varies by  
794 location, depending on the availability of other forms of support services. The ability to rapidly adjust  
795 capacity to meet shifting demand is critical to avoid expensive capacity surge and eventual under-  
796 utilization.

797  
798 The CHS III cloud services solution extrapolates the U.S. Geological Survey (USGS) Cloud Hosting  
799 Solutions (CHS) Virtual Private Center (VPC) concept, for use across the entire Department. The  
800 proposed solution shall provide the best value to the government, while at the same time allow DOI the  
801 flexibility to adapt to changing technologies and markets, seek cost saving and efficiencies, meet and  
802 respond to ever changing security requirements, and keep pace with evolving requirements and client  
803 demands.

804  
805 The DOI has an interest in scaling the existing USGS CHS team and associated VPC to serve the wider  
806 agency by using, at a minimum, a new or similar approach as well as utilizing the current notional  
807 architecture. Such an environment would provide a general use cloud VPC for all DOI, though not  
808 exclusively for all Cloud-related activities. The USGS CHS team concept may transition to support all  
809 DOI under the DOI CHS program, which would include their continued support of the USGS.

810  
811 Cloud Service Provider (CSP) environments are not generic, and each vendor provides different services  
812 to support and manage the environment. Each of these services requires detailed knowledge of how they  
813 work, and their associated limitations.

814 **7.1 Data Center Consolidation & Hosting (Current Environment)**

815 In compliance with the Federal Information Technology Acquisition Reform Act (FITARA), the DOI is  
816 currently reporting 423 independent data centers. These metrics are tied to OMB 19-19 definitions  
817 established in the last year for government wide DCOI, DOI consists of 342 non-tiered or non-defined  
818 data centers and (81) tiered data centers.

819  
820 **Tiered data centers** utilize each of the following:

- 821 1. A separate physical space for IT infrastructure;
- 822 2. An uninterruptible power supply (UPS);
- 823 3. An independent cooling system; and
- 824 4. A backup power generator for prolonged power outages.

825

826  
827 **Non-tiered data centers** host IT equipment, but do not meet the tiered data center criteria.  
828

829 While DCOI simplifies data center categorization, the gathering of reportable data center information  
830 such as capacity, capability, hosted IT assets, and site-specific provided services is largely a manual effort  
831 that continues to be a significant challenge.  
832

833 Data Centers, in respect to DCOI and FITARA, represent facilities that host government-owned IT  
834 systems providing enterprise and site-specific IT services. Within this document, the term data center  
835 excludes cloud services in which the vendor is the sole provider of the IT infrastructure excluding security  
836 and compliance equipment. DOI data center space is either agency owned, contracted through GSA, or  
837 independently contracted.  
838

839 DOI bureau sites differ widely with respect to management, service levels, age and repair, contract model,  
840 and cost profiles and without regard to the criticality of the hosted applications and services.  
841

842 In general terms, the DOI supports many hundreds of data sets and associated applications in diverse  
843 environments. Eventually, DOI entities will benefit from using the core technologies that leading CSP  
844 vendors are developing or offering. Over the term of the CHS III contract, vendors will develop new  
845 technologies that are presently either at incubation stage or non-existent and will stand a good chance of  
846 supporting eventual use cases within DOI. The CHS must be flexible enough to seamlessly access  
847 those new services as they present themselves.  
848

#### 849 **Billing:**

850 Vendors providing monthly billing statements to each individual Department of Interior (DOI) bureau or  
851 office is key to supporting the Cloud Hosting Solutions (CHS). In general practices, Cloud Service  
852 Providers (CSP) often maintain billing metrics differently, and some are easier to use than others.  
853 Implementing a billing collection/tracking and issuance statement to customers in a manner that is  
854 consistent across multiple Cloud Service Providers (CSPs) is a challenge. CSPs provide monthly bills  
855 using monitoring dash-board tool. The cloud hosting services' program has spent extensive time  
856 developing a bill processing system that utilizes a monitoring dash-board tool, therefore, extreme  
857 considerations for effectiveness and efficiency should be employed when consideration is given to  
858 migrating to a different bill processing system.  
859

#### 860 **7.2 Current CHS II Virtual Private Center (VPC) Support Services**

861 A mixed team of contractors and government personnel located across the country, with a concentrated  
862 presence in Bozeman, Montana at the USGS NOROCK office (<https://www.usgs.gov/centers/norock>),  
863 support the USGS CHS. The team is organized in four groupings: (1) Service Design and Delivery, (2)  
864 Operations, (3) Security, and (4) Communications. The team formulates and implements supporting  
865 architectures, and enforces various policies based on federal mandates and DOI and bureau policies.  
866

#### 867 **8.0 Approach Overview**

868 To summarize, the contractor will provide end-to-end advisory services that analyze requirements against  
869 available resources and capability and will make knowledgeable recommendations regarding the most  
870 effective option for the processing, provisioning and implementing of cloud services, to include  
871 implementing "best practices" for the Cloud Hosting Solutions scope of work.

#### 872 **8.1 Business Approach**

873 1. Provide all support necessary to analyze options and select the most cost-effective service provider  
874 for a given requirement, and support planning of the migration and deployment of the DOI target  
875 applications and services.

- 876 2. Create presentations, budget plans and projections, strategic roadmaps and project plans to provide  
877 recommendations.
- 878 3. Provide communications plan for all affected parties of the migration(s) to ensure end-user adoption,  
879 customer satisfaction, successful organizational process changes, and alignment with DOI's policies,  
880 requirements and goals.
- 881 4. Provide maximum alignment to Federal Data Center Consolidation Initiative (FDCCI) requirements  
882 and cloud migration mandates and requirements, amplifying DOI's ability to achieve its management  
883 objectives.
- 884 5. Provide recommendations for services within the enterprise and specified geographic locations for the  
885 target applications and services.
- 886 6. Provide cloud migration support services that accommodate considerations from an enterprise  
887 perspective including impact on DOI business units, contracts, management, and technical  
888 components, including application, infrastructure, and security. The contractor shall tie cloud  
889 migration recommendations to the purpose of the applications or services being migrated. They  
890 should include users, stakeholders, business hours, and related input and output processes based on  
891 the role and business function of the affected DOI systems to understand the preferred  
892 implementation approach and architecture.

## 893 8.2 Technical Approach

- 894 1. Provide recommendations for commercial cloud environments for production, integration,  
895 development and sandbox purposes to support the complete systems lifecycle.
- 896 2. Provide post-deployment evaluation of cloud service providers to assure compliance with Service  
897 Level Agreements (SLAs), and make recommendations about competition among cloud providers  
898 where cloud provider performance is less than required.
- 899 3. Provide recommendations for open standards-based technologies whenever possible to provide  
900 interoperability. Recommend utilization of specific standards including:
- 901 a. Open Virtualization Format (OVF) – applicable only to IaaS virtual machines
  - 902 b. Cloud Data Management Interface (CDMI)
  - 903 c. Open Cloud Computing Interface (OCCI)
  - 904 d. Other standards as required
- 905 4. Provide capacity planning recommendations for additional resources for bandwidth, storage, software  
906 licenses, etc., as required to support the migration and on-going operations beyond the initial amount  
907 planned for operations.
- 908 5. Provide migration status including milestones and support or implement specified migration testing  
909 plans and related rollback capabilities.
- 910 6. Provide all technical advisory services and tools necessary to fully migrate the DOI target  
911 applications and services to the cloud.
- 912 7. Provide recommendations, standards, and associated SLAs to maintain sufficient and cost-effective  
913 continuity of operations. Develop and contribute relative details to DOI's Continuity of Business  
914 Operations Plan that satisfy the cloud service layers and components.
- 915 8. Provide cloud solution requirements that maintain static, replicated, or live data at a site  
916 geographically disparate from the production site, when appropriate, such that the loss of one data  
917 center does not prohibit recovery of data within the prescribed RTO.
- 918 9. Provide market research and requirements gathering approaches for efficient usage of cloud elements  
919 such as processor, random-access memory (RAM) and data storage tiers, network capability and  
920 availability as needed within the target applications and services.
- 921 10. Provide software license recommendations consistent with DOI's target environment.
- 922 11. Recommend and support the development, organizational transformation, and implementation of  
923 modernized, cloud-minded IT service management plans, practices, infrastructures and systems using  
924 industry best practices.

## 925 8.3 Security Approach

- 926 1. Provide recommendations for support and cloud services in compliance and alignment with federal  
927 statutory requirements (e.g., 38 U.S.C. 5725) governing the protection of Personally Identifiable  
928 Information (PII) and Patient Medical Information (PMI), Federal Risk and Authorization  
929 Management Program (FedRAMP) standardized security assessment, authorization, and continuous  
930 monitoring policies as required by the scope of the project.
- 931 2. Provide cloud migration recommendations regarding security and privacy that are consistent with the  
932 NIST Special Publication 800-144, *Guidelines on Security and Privacy in Public Cloud Computing* or  
933 other applicable standards and guidelines.
- 934 3. Provide a draft security plan to DOI management, and physical and logical security and certification,  
935 (e.g., FedRAMP), such that cloud providers can deliver a single comprehensive solution that DOI can  
936 leverage across the organization, reducing end user confusion and security management complexity.
- 937 4. Provide recommendations for security for non-standard data transfers both in transit and at rest,  
938 resulting from the migration of the applications or services to the cloud.
- 939 5. Provide recommendations for specified auditable events related to the applications or services.
- 940 6. Provide recommendations for the skill level and number of government support personnel who need  
941 to have the appropriate level of background investigation or security clearance.
- 942 7. Identify any additional security and privacy standards to which cloud service providers should  
943 conform their services/solutions. For example: Properly securing connections between formerly co-  
944 located systems, including systems not migrated for business or other reasons.
- 945 8. Ensure contractors/subcontractors are fully responsible and accountable for ensuring compliance with  
946 all HIPAA, Privacy Act, FISMA, NIST, FIPS, and DOI security and privacy directives and  
947 handbooks for information systems that are hosted, operated, maintained, or used on behalf of DOI at  
948 non-DOI facilities. The contractor's security control procedures must be equivalent to those  
949 procedures used to secure DOI systems. The contractor must also provide a DOI privacy service-  
950 approved Privacy Impact Assessment (PIA) to the COR prior to operational approval.
- 951 9. Create associated recommendations for the most effective compliant risk assessments, routine  
952 vulnerability scanning, system patching and change management procedures, and the completion of  
953 an acceptable contingency plan for cloud service.
- 954 10. Implement a DOI-specific intellectual property rights policy.
- 955 11. Provide recommendations for security documentation review services to make sure that FedRAMP-  
956 approved security controls are compatible with DOI's mandates and policies.
- 957 12. Provide recommendations for contract support to verify that the contract between the cloud service  
958 provider and the DOI documents DOI security requirements.
- 959 13. Provide recommendations for administration support services to DOI project system administrators,  
960 to make sure that security controls not implemented by the Cloud Service Provider, are available to  
961 the project administrators. Each Cloud Service Provider should publish a worksheet in their security  
962 documentation package that details security control responsibility for the cloud service offering (IaaS,  
963 or PaaS).

## 964 8.4 Management Approach

- 965 1. Provide recommendations to DOI to establish relationships with cloud service providers that allow  
966 the providers maximum flexibility to innovatively manage program cost, schedule, performance,  
967 risks, warranties, contracts and subcontracts, and data required to deliver effective migration services  
968 and operations.
- 969 2. Provide recommendations to DOI to establish and maintain clear, near real-time government visibility  
970 into program cost, schedule, technical performance, and risk, including periodic reporting.
- 971 3. Provide meaningful reporting and analytic tools and techniques that allow the DOI to have up-to-date,  
972 comprehensive information regarding technical and management performance of cloud providers.

- 973 4. Support a Change Advisory Board and comply with all Change and Configuration Management plans  
974 and policies. Such changes shall include testing and release processes. The contractor shall develop  
975 and maintain Software Configuration Management documentation and institute required change  
976 management processes.
- 977 5. Contractors will provide documentation and provide updates for the design, refactoring, procurement,  
978 implementation, migration, security, ongoing provisioning, operations and maintenance of  
979 applications, within the cloud services portfolio.
- 980 6. Provide recommended transition plans detailing milestones, activities, and timelines for the migration  
981 of DOI applications and services to the cloud.
- 982 7. Provide a recommended cloud vendor management plan including risk analysis, evaluation,  
983 performance, auditing, and dispute resolution approaches to use with cloud providers.
- 984 8. Provide operational expertise and support for the business implementation as well as the user support  
985 required to ensure a successful implementation and rollout of new cloud solutions. This includes  
986 communications to the workforce and external stakeholders, organizational change management,  
987 training, and documentation.
- 988 9. Develop, maintain and support an organizational change management strategy focused on optimizing  
989 user acceptance and technology adoption. The organizational change strategy shall address  
990 preparation for the change(s), and any impacts and steps for execution associated with changes  
991 needed to implement cloud services. The strategy shall include a plan for mitigation of any apparent  
992 conflicts of interest presented by performance of both the advisory aspects of this effort, which  
993 involve submitting recommendations to DOI regarding the strategic path forward, and the actual  
994 execution of those recommendations.

#### 995 8.5 Administrative Approach

- 996 1. Provide end-to-end monitoring capability and reporting for service level agreement (SLA)  
997 requirements and metrics compliance by cloud service providers. Provide proposed SLA and  
998 associated terms and conditions that describe methods of compliance with solicitation objectives and  
999 requirements for establishing cloud provider relationships. Key elements covered in the SLA include:
  - 1000 a. Metrics for the services provider as measured at the end user device;
  - 1001 b. Metric Time Objectives for tasks; and
  - 1002 c. Methods for meeting the Service Level Agreements.
- 1003 2. Provide configuration management recommendations for cloud virtual environments that integrate  
1004 with DOI configuration management system.
- 1005 3. Provide recommendations for archived and deleted record data retention consistent with DOI data  
1006 retention policy.
- 1007 4. Establish a centralized decision-making portal that maintains, at a minimum, a catalog of active,  
1008 available cloud services, associated contract information, SLA metrics, costs, real-time capacity and  
1009 trending reports, and accounting information. The portal, at a minimum, shall provide:
  - 1010 a. A built-in analytics engine and enable functionality, (i.e., the ability to recommend providers  
1011 based on pricing)
  - 1012 b. A billing engine and interface, (i.e., that enables the ability to consolidate billing across  
1013 providers)
  - 1014 c. Reporting capabilities that allow administrators to easily view consumption, (i.e., the ability  
1015 to report planned versus actual spend)
  - 1016 d. The ability to use custom, user-defined metadata, (i.e., the ability to search/query bills by  
1017 custom tags like by application, group, line of business, project, region or provider)
- 1018 5. Provide a draft Quality Assurance Surveillance Plan (QASP) and/or Quality Control Plan (QCP) that  
1019 includes details for measuring performance and deliverables with metrics that may include data  
1020 availability, storage capacity, uptime, etc. These documents are to be correlated with the “as-is” and  
1021 “to-be” environments.

## 1022 9.0 Assumptions and Constraints

### 1023 9.1 Costing, Financial Assumptions and Constraints

1024 The DOI agrees to deliver services within a budget. Service delivery level attainment focuses on the  
1025 amount of work product, availability, or other service delivery unit successfully implemented in a given  
1026 time period. Business value focuses on the measurement of the attainment of the outcomes described in  
1027 service provider objectives. Process conformance focuses on the execution of the agreed to processes for  
1028 delivering the service. IT infrastructure focuses on the availability, threat, and event management of the  
1029 IT infrastructure that supports the service delivery. The present constrained programming levels will  
1030 force trade-offs which could be risk prohibitive. The identification of optimal program mixes within  
1031 available resources (constraint) will create rebalancing within the DOI. Risks to public-facing initiatives  
1032 could be unacceptable. Existing resources must absorb public-facing program initiatives and activities,  
1033 which could present unacceptable levels of risk.

1034 With rising customer expectations, increased requirements, constrained budgets, and growth of  
1035 innovation in technologies, the resulting cost comparisons provide information and can inform leadership  
1036 on whether to proceed with current strategies. Ultimately, the cloud services strategy will be based upon  
1037 continuous improvement and the delivery of a more effective and efficient process for the use of cloud  
1038 services.

1039  
1040 Cost savings accumulate in the out-years. Early identification of resources relating to transition and  
1041 migration, would increase those costs savings. In addition, the old environment must continue to operate  
1042 until successful cutover and decommissioning of the old environment is complete. The U.S. Government  
1043 expects Cloud Hosting Solutions contractors will:

- 1044 1. Be consistent with their public commercial hosting cost rates for the duration of the contract  
1045 period of performance (POP);
- 1046 2. Establish and sustain a FedRAMP approved platform for utilization within the bounds of this  
1047 contract;
- 1048 3. Provide 75% alert thresholds and adhere to the approved billing process through the life of the  
1049 contract with the government billing/invoicing systems. This billing process interval will be  
1050 monthly and based upon Gregorian calendar months;
- 1051 4. Offer Platform as a service (PaaS) and Infrastructure as a Service (IaaS) for all providers;
- 1052 5. Allow for hardware fault tolerance and disaster recovery of multiple physical hosting facilities in  
1053 different geographic locations for each cloud hosting solutions contractor, with at least 50 miles  
1054 between them;
- 1055 6. There needs to be at least two hosting centers per task order located in the United States,  
1056 including one near the west coast and one near the east coast, that can support Federal  
1057 Information Security Management Act (FISMA) moderate level systems, to ensure that DOI can  
1058 locate systems that will be resilient to a regional outage events and potentially minimize latency  
1059 issues for customers located in those areas. Additionally, access to an environment that is  
1060 certified to support FISMA high level systems will be required;
- 1061 7. Provide interconnection solutions that meet the latest Government Trusted Internet Connection  
1062 (TIC) requirements. The reseller may propose optional services that allow the government to  
1063 utilize a "TIC in the Cloud" in which the vendor provides MTIPS capabilities as part of the cloud  
1064 option;
- 1065 8. Provide the capability to support the terms of service requirement of terminating a service at the  
1066 convenience of the government (on-demand);
- 1067 9. Provide options, such as use of a single-tenant virtual machines that run dedicated instances on  
1068 hardware for a single customer;

- 1069 10. Provide virtual machine types as a few examples that are designed for either high levels of  
1070 computing, memory intensive usage, or storage with high I/O performance depending upon  
1071 government needs;  
1072 11. Respond to customer-driven requirements for compute and storage tiering to meet or exceed the  
1073 government's needs;  
1074 12. Provide automated storage lifecycle tiering;  
1075 13. Provide persistent storage of data that can be automatically replicated within the cloud provider's  
1076 environment and an ability to provide deep archive storage depending upon the project specific  
1077 requirements;  
1078 14. Understand the Archival storage capability that meets SEC Rule 17a-4(f), FINRA Rule 4511 and  
1079 CFTC Regulation 1.3. <https://www.sec.gov/rules/sro/finra/2019/34-85209.pdf>  
1080 <https://www.sec.gov/rules/sro/finra/2019/34-85209.pdf>  
1081 15. Provide a capability depending upon demand of low-cost storage tier for archiving long-term  
1082 backups of systems similar in cost to traditional tape storage in DOI on premise environments as  
1083 requested by the government;  
1084 16. Comply with the corrective actions or mitigation and timeframes identified in government-  
1085 provided Information Assurance Vulnerability Alerts (IAVAs); and  
1086 17. Provide encryption of object-level data stores with customer-based or provider managed keys.

1087 9.2 Non-costing/Non-financial Assumptions and Constraints:

1088 **Interoperable infrastructure:** Cloud services must support the entire DOI Enterprise; therefore,  
1089 contractors must offer internal users, mission partners, and other stakeholders a robust, agile,  
1090 interoperable infrastructure that provides connectivity and computing capability to deliver integrated  
1091 services. The DOI Virtual Private Center's (VPC) scope is staggering, while services are to be provided  
1092 throughout a nationwide network of bureaus.

1093  
1094 **10. Transition Out:**

1095 At the end of the period of performance, the incumbent contractor shall transition activities to the  
1096 incoming contractor with minimal disruption of services to the government. The contractor shall  
1097 maintain sufficient qualified staff to meet all requirements of this effort services. The contractor shall  
1098 submit a written phase-out plan to the COR no later than ninety (90) calendar days prior to the expiration  
1099 of the contract period, unless otherwise agreed upon. The plan shall detail phase-out activities to assure  
1100 continuity of operations and the execution of a smooth and timely transition. Phase-out activities shall be  
1101 coordinated through the COR. The outgoing contractor shall submit a weekly status report of phase-out  
1102 activities to the COR.  
1103

**GS0335 Information Technology**

**December 2011**

1104 **1. Background Investigation**

1105 For this effort, the Government has made the determination of Moderate Risk position. Therefore, if  
1106 personnel have access to any DOI or bureau IT system, they are required to have a completed, favorably  
1107 adjudicated background investigation at the Minimum Background Investigation level prior to accessing  
1108 DOI or bureau systems.

1109  
1110 The COR or Program Manager will ensure that a completed Contractor Information Worksheet for each  
1111 applicant is forwarded to the Federal Protective Service in accordance with the DOI/FPS Contractor  
1112 Suitability and Adjudication Program Implementation Plan dated February 20, 2007.  
1113

1114 The Provider is responsible for maintaining an up-to-date list of all personnel that have access to DOI  
1115 data. This list shall be provided by the service provider at any time during the life of the contract when  
1116 requested by the CO, COR, ISSO, or ASM via email. The vendor shall provide the list within three days  
1117 of the request.

## 1118 **2. Non-disclosure Agreement**

1119 The Provider shall require each employee that interfaces with a DOI/bureau IT system or data, its  
1120 management, hosting, and delivery to sign non-disclosure agreements prior to beginning work on the  
1121 contract.

## 1122 **3. Training**

1123 Provider employees must complete DOI's end user computer security awareness training, or equivalent,  
1124 prior to being granted access to any DOI/bureau system or data or being issued a user account. Training  
1125 must be renewed annually. Provider employees are also required to complete IT security role-based  
1126 training in accordance with NIST SP 800-16 and DOI's Role Based Security Training Standard. The  
1127 Provider shall annually prepare a report listing all Provider employees, security awareness training  
1128 completion status by each employee, and IT security role-based training completion status by each  
1129 employee with an explanation as to how each employee satisfied these annual training requirements. The  
1130 Provider shall maintain records of all supporting evidentiary artifacts of completion and make them  
1131 available for inspections and audit by the Government upon request.

## 1132 **4. Personnel Changes**

1133 The Provider shall notify the CO, ISSO, and ASM immediately when key employees having access to  
1134 cloud systems or USGS/DOI information are reassigned or leave the Provider's employment and prior to  
1135 an unfriendly termination.

## 1136 **5. Contractor Location**

1137 No portion of the services to be performed hereunder may be performed outside the United States without  
1138 the express written permission of the Contracting Officer.

## 1139 **6. Applicable Standards**

1140 At no additional cost to the Government, Contractor shall comply and cause its subcontractors to agree to  
1141 comply with all Information Assurance, IT security and privacy laws, regulations, policies and standards  
1142 that are applicable to Provider in their provision of the services to the Government including FISMA  
1143 which requires NIST standards.  
1144

1145 If, during the term of this contract, there are changes to the data protection and privacy laws and  
1146 regulations, including FISMA or FedRAMP, or if there are new US Federal Government requirements  
1147 applicable to the Government, then the Provider and the Government will address the changes in a  
1148 mutually agreed upon Change Management Process.

## 1149 **7. Security Categorization**

1150 The Government has completed a Privacy Impact Assessment (PIA) and categorized the system and the  
1151 information processed, stored, or transmitted by the system in accordance with FIPS 199, *Standards for*  
1152 *Security Categorization of Federal Information and Information Systems*.  
1153 Analysis Summary: Impact Level (MOD)  
1154

**1155 8. Property Rights**

1156 The Government will retain unrestricted rights to Government data. The ordering activity retains  
1157 ownership of any user created/loaded data and applications hosted on DOI/Bureau or vendor's  
1158 infrastructure, as well as maintains the right to request full copies of these at any time. The data must be  
1159 available to the Government upon request within one business day or within the timeframe specified  
1160 otherwise and shall not be used for any other purpose other than that specified herein. The Provider shall  
1161 provide requested data at no additional cost to the government and no data shall be released by the  
1162 Provider without the written consent of the Government. All requests for release must be submitted in  
1163 writing to the CO, COR, and ISSO.

**1164 9. Independent Verification and Validation (IV & V)**

1165 The Provider shall be a Federal Risk and Authorization Management Program (FedRAMP) compliant  
1166 cloud service provider (CSP). The CSP must go through the process to attain an appropriate bureau or  
1167 agency Authorization to Operate. The minimum requirements for low and moderate impact cloud  
1168 systems are contained within the FedRAMP Cloud Computing Security Requirements Baseline. The  
1169 Provider and Federal Government Agency share responsibility to ensure compliance with security  
1170 requirements as documented in the CSP's Control Implementation Summary (CIS).  
1171 FedRAMP requires CSPs to utilize a Third-Party Assessment Organization (3PAO) to perform an  
1172 assessment of the CSP's security controls. The Provider shall implement the controls shown in the CIS  
1173 and abide by FedRAMP Continuous Monitoring Requirements for low and moderate impact systems (as  
1174 defined in FIPS 199).

**1175 10. Security Assessment and Authorization**

1176 Applications must undergo FISMA Compliant Security Assessment and Authorization (A&A) prior to  
1177 going into production and undergo Continuous Monitoring. The CSP must follow the most current  
1178 version of the following:

- 1179 - NIST SP 800-37
- 1180 - 800-34
- 1181 - 800-18
- 1182 - 800-30
- 1183 - 800-60
- 1184 - 800-53
- 1185 - 800-63A
- 1186 - Federal Information Processing Standard 199 and 200
- 1187 - Applicable DOI/USGS guides/templates
- 1188 - DOI Privacy Impact Assessment

1189 The CSP will work with the issuer of the task order to define a clearly demarcated security authorization  
1190 boundary and will provide supporting documentation to the issuer of the task order as necessary in  
1191 support of the A&A process. The CSP shall provide access to the Federal Government, or their designee  
1192 acting as their agent, when requested, in order to verify compliance with the requirements for an IT  
1193 security program.

**1194 11. Internet Logon Banner**

1195 Provider employees who will access DOI/bureau data and information must acknowledge a Government-  
1196 approved logon warning prior to each logon to the system. Any application developed or maintained  
1197 under this contract must contain a DOI/bureau approved logon warning advising users of rules,  
1198 restrictions, and privacy expectations for that application.  
1199

**1200 12. Incident Reporting**

1201 Upon becoming aware of any unlawful access to any Government data stored on CSP equipment or in  
1202 CSP facilities, or unauthorized access to such facilities or equipment resulting in loss, disclosure or  
1203 alteration of any Government data (each, a “Security Incident”), CSP as applicable will perform the  
1204 following:

- 1205 - Immediately notify the CO, COR, and ISSO via email with details of the security incident;
- 1206 - Immediately notify the USGS CSIRT ([csirt@usgs.gov](mailto:csirt@usgs.gov));
- 1207 - Investigate the security incident and provide Government with detailed information about the  
1208 security incident;
- 1209 - Take reasonable steps to mitigate the effects and to minimize any damage resulting from the  
1210 security incident.

**1211 13. Quality Control**

1212 All software and hardware shall be free of malicious code. Validation of this must be written into the  
1213 contract.

**1214 14. Self-Assessment**

1215 The CSP shall work with the Government to perform annual self-assessments of security control  
1216 implementation. The COR or ISSO will provided guidance and relevant documentation.

**1217 15. Vulnerability Analysis**

1218 All systems must be scanned monthly with a vulnerability analysis tool that is acceptable to the bureau  
1219 issuing the task order. All “safe” or “non-destructive” checks must be turned on. An electronic copy of  
1220 each report and session data will be provided to the COR and ISSO. The Government reserves the right  
1221 to conduct unannounced and prearranged independent vulnerability scanning using Government  
1222 personnel or another contractor. The CSP will take appropriate and timely action to correct or mitigate  
1223 any weaknesses discovered during such testing generally at no additional costs.

**1224 16. Security Controls**

1225 The CSP shall, with the knowledge and concurrence of the Government system owner, be responsible for  
1226 IT security for all non-government-owned systems used in the development of and systems intended for  
1227 eventual delivery to the Department in fulfillment of contract requirements. This includes hardware,  
1228 software, databases, networks, and telecommunications systems.

1229 The CSP will be required to ensure compliance with the security control requirements of the current  
1230 version of NIST SP 800-53 or FIPS 200 that are appropriate to the sensitivity and criticality of the data or  
1231 system.

**1232 17. Contingency Plan**

1233 The CSP will submit a contingency plan in accordance with NIST SP 800-34 and DOI policy.  
1234

**GS0339 Green Acquisition (Modified)**

**July 2018**

1235 In the performance of work under this contract, the Contractor shall exert its best efforts to provide  
1236 services in a manner that will promote the natural environment and protect health and well-being. Green  
1237 purchasing or environmentally preferable contracting includes the initiatives described below:  
1238

1239 Alternative Fuels and Vehicles are described at <http://www.afdc.energy.gov/afdc/>

1240 Biobased Products are described at <http://www.biopreferred.gov/>

1241 Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at  
1242 <http://www.eere.energy.gov/femp/procurement> for FEMP designated products.

1243 Environmentally Preferable Computers are described at <http://www.epeat.net>  
1244 Significant New Alternatives Program (SNAP) are described at <http://www.epa.gov/snap/overview-snap>  
1245

1246 The Comprehensive Procurement Guidelines promote the use of recovered and recycled products at  
1247 <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>  
1248

1249 Water efficient products and services are described at <https://www.epa.gov/watersense>  
1250

## 1251 SECTION 508 STANDARDS

1252

1253 Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-  
1254 220) requires that when Federal agencies develop, procure, maintain, or use information and  
1255 communication technology (ICT), it shall be accessible to people with disabilities. Federal employees and  
1256 members of the public who have disabilities must have access to, and use of, information and data that is  
1257 comparable to people without disabilities.

1258 1. Products, platforms and services delivered as part of this work statement that are ICT, or contain  
1259 ICT, must conform to the Revised 508 Standards, which are located at 36 C.F.R. § 1194.1 &  
1260 Apps. A, C & D, and available at <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>  
1261  
1262

1263 **Item that contains ICT:** Cloud Hosting Solutions

1264 **Applicable Functional Performance Criteria:** All functional performance criteria apply when using an  
1265 alternative design or technology that achieves substantially equivalent or greater accessibility and  
1266 usability by individuals with disabilities, than would be provided by conformance to one or more of the  
1267 requirements in Chapters 4-6 of the Revised 508 Standards, or when Chapters 4-6 do not address one or  
1268 more functions of ICT.

1269 301.1 Scope – The requirements of Chapter 3 shall apply to ICT where required by 508 Chapter 2  
1270 (Scoping Requirement), 255 Chapter 2 (Scoping Requirements), and where otherwise reference in any  
1271 other chapter of the Revised 508 Standards or Revised 255 Guidelines.

1272 302.1 Without Vision – Where a visual mode of operation is provided, ICT shall provide at least one  
1273 mode of operation that does not require user vision.

1274 302.2 With Limited Vision – Where a visual mode of operation is provided, ICT shall provide at least one  
1275 mode of operation that enables users to make use of limited vision.

1276 302.3 Without Perception of Color – Where a visual mode of operation is provided, ICT shall provide at  
1277 least one visual mode of operation that does not require user perception of color.

1278 302.4 Without Hearing – Where an audible mode of operation is provided, ICT shall provide at least one  
1279 mode of operation what does not require user hearing.

1280 302.5 With Limited Hearing – Where an audible mode of operation is provided, ICT shall provide at least  
1281 one mode of operation that enables users to make use of limited hearing.

1282 302.6 Without Speech - Where speech is used for input, control, or operation, ICT shall provide at least  
1283 one mode of operation that does not require user speech.

1284 302.7 With Limited Manipulation – Where a manual mode of operation is provided, ICT shall provide at  
1285 least one mode of operation that does not require fine motor control or simultaneous manual operations.

1286 302.8 With Limited Reach and Strength – Where a manual mode of operation is provided, ICT shall  
1287 provide at least one mode of operation that is operable with limited reach and limited strength.

1288 **Applicable requirements for software features and components:** All WCAG Level AA Success  
1289 Criteria, 502 Interoperability with Assistive Technology, 503 Application

1290 **Applicable requirements for hardware features and components:** All requirements apply.

1291 **Applicable support services and documentation:** All requirements apply.

1292

DRAFT

## 1293 **Appendix A. Service Level Agreement**

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1294 This network solution shall meet the requirements of the applicable SLAs such as customer satisfaction,  
1295 performance management, services migration, contractor staff clearances, etc.  
1296

### 1297 **Cloud Computing Service Level Agreements**

- 1298 1. Roles and responsibilities
- 1299 a. Specify roles and responsibilities of all parties with respect to the SLA, at a minimum,  
1300 include agency and cloud providers.
- 1301 b. Define key terms, such as dates and performance.
- 1302 2. Performance measures
- 1303 a. Define clear measures for performance by the contractor. Include which party is  
1304 responsible for measuring performance. Examples of such measures would include:
  - 1305 i. Level of service (e.g., service availability—duration the service is to be available  
1306 to the agency).
  - 1307 ii. Capacity and capability of cloud service (e.g., maximum number of users that  
1308 can access the cloud at one time and ability of provider to expand services to  
1309 more users).
  - 1310 iii. Response time (e.g., how quickly cloud service provider systems process a  
1311 transaction entered by the customer, response time for responding to service  
1312 outages).
- 1313 b. Specify how and when the agency has access to its own data and networks. This includes  
1314 how data and networks are to be managed and maintained throughout the duration of the  
1315 SLA and transitioned back to the agency in case of exit/termination of service.
- 1316 c. Specify the following service management requirements:
  - 1317 i. How the cloud service provider will monitor performance and report results to  
1318 the agency.
  - 1319 ii. When and how the agency, via an audit, is to confirm performance of the cloud  
1320 service provider.
- 1321 d. Provide for disaster recovery and continuity of operations planning and testing, including  
1322 how and when the cloud service provider is to report such failures and outages to the  
1323 agency. In addition, how the provider will remediate such situations and mitigate the  
1324 risks of such problems recurring.
- 1325 e. Describe any applicable exception criteria when the cloud provider's performance  
1326 measures do not apply (e.g., during scheduled maintenance or updates).
- 1327 3. Security
- 1328 a. Specify metrics the cloud provider must meet in order to show it is meeting the agency's  
1329 security performance requirements for protecting data (e.g., clearly define who has access  
1330 to the data and the protections in place to protect the agency's data).
- 1331 b. Specifies performance requirements and attributes defining how and when the cloud  
1332 service provider is to notify the agency when security requirements are not being met  
1333 (e.g., when there is a data breach).
- 1334 4. Consequences
- 1335 a. Specify a range of enforceable consequences, such as penalties, for non-compliance with  
1336 SLA performance measures.
- 1337 5. OMB and DOI Policy and Guidance, to include OIG/OGC Concerns
- 1338 a. Provide the CO, COR, DOI Project Manager, and representatives of the agency's OIG,  
1339 full and free access to the Contractor's (and Subcontractors') facilities, installations,  
1340 operations documentation, databases, and personnel used for contract hosting  
1341 services. This access shall be provided to the extent required to carry out audits,

1342 inspections, investigations, or other reviews to ensure compliance with contractual  
1343 requirements for IT and information security, and to safeguard against threats and  
1344 hazards to the integrity, availability, and confidentiality of agency information in the  
1345 possession or under the control of the Contractor (or Subcontractor).

1346 b. Fully cooperate with all audits, inspections, investigations, or other reviews conducted by  
1347 or on behalf of the CO or the agency OIG as described in subparagraph (a). Full  
1348 cooperation includes, but is not limited to, prompt disclosure (per agency policy) to  
1349 authorized requests of data, information, and records requested in connection with any  
1350 audit, inspection, investigation, or review, making employees of the Contractor available  
1351 for interview by auditors, inspectors, and investigators upon request, and providing  
1352 prompt access (per agency policy) to Contractor facilities, systems, data and personnel to  
1353 the extent the auditors, inspectors, and investigators reasonably believe necessary to  
1354 complete the audit, inspection, investigation, or other review. The Contractor's (and any  
1355 Subcontractors') cooperation with audits, inspections, investigations, and reviews  
1356 conducted under this clause will be provided at no additional cost to the Government.

## 1357 **Appendix B. Measures of Success**

---

1358 **High Usability** – ability to meet business requirements of DOI offices through a built-in capacity  
1359 to accommodate new applications & COTS tools, without necessitating wholesale changes in  
1360 infrastructure architecture or technology.

1361 **High Availability** – 24x7 user access to data and systems (as appropriate), providing higher  
1362 productivity; secured and proactively monitored infrastructure, governed by formal change and  
1363 problem management, leading to lower system downtime and the elimination of single points of  
1364 failure.

1365 **High Reliability** – secured and proactively monitored infrastructure governed by formal change  
1366 and problem management, leading to lower system downtime.

1367 **Maintainability** – a standard, simplified technical architecture through a low number of  
1368 configurations, standardization of the environment, release management, and re-alignment of  
1369 technical capabilities with DOI business functions.

1370 **Security** – ability to confirm with a high level of assurance that the DOI infrastructure,  
1371 information and assets are protected from malicious attack, corruption or destruction without the  
1372 loss of confidentiality, availability or integrity. The contractor shall support all Federal  
1373 Information Security Management Act (FISMA) ratings to include low, moderate and high.

1374 **Sustainability** – technology refresh, on-going maintenance, and capacity planning driven by  
1375 business requirements.

1376 **Scalability** – ability to increase capacity to meet changing requirements and mission objectives  
1377 (this includes, but is not limited to monitoring, system administration, user support, and timely  
1378 provisioning).

1379 **Maximum Flexibility and Agility** – adaptive to new business requirements or surges without  
1380 requiring wholesale technology changes.

1381 **Portability** – secure mobile computing and remote access to corporate data.

1382 **High Efficiency** – achieve high capability and service delivery at lowest cost practical.

1383 **Easy Manageability** – electronic executive dashboards, easily accessible performance reporting,  
1384 streamlined invoicing, and benchmarking of performance and measurements.

1385

**SECTION D - Packaging and Marking**

1386

**1387 Package and Shipping of Deliverables**

1388 Any deliverables requiring shipping will be specified and an address provided under a task order.

1389

1390

**END OF SECTION D**

DRAFT

1391 **SECTION E - Inspection and Acceptance**

1392

1393 **52.252-2 Clauses Incorporated by Reference February 1998**

1394

1395 This contract incorporates one or more clauses by reference with the same force and effect as if they were  
1396 given in full text. Upon request, the Contracting Officer will make their full text available. Also, the text  
1397 of a clause may be accessed electronically at this address: [FAR | Acquisition.GOV](https://www.acquisition.gov)

1398 **52.246-2 Inspection of Supplies – Firm Fixed Price August 1996**1399 **52.246-4 Inspection of Services - Fixed-Price August 1996**1400 **52.246-6 Inspection - Time-and-Material and Labor-Hour May 2001****GS0721 Inspection and Acceptance Period (Modified) July 2001**

1401 (a) It is anticipated that inspection and acceptance shall be completed by Government personnel of the  
1402 bureau issuing task order within 30 days after delivery of all completed deliverables by the contractor, at  
1403 which time the contractor will be informed of any deficiencies or of final payment approval.

1404 (b) Accordingly, subparagraph (a)(5)(i) of the clause FAR 52.232-25, Prompt Payment, is hereby  
1405 modified to increase the constructive acceptance period to 30 days. If the Government subsequently  
1406 rejects the items, and repair or replacement cannot be affected within the contract delivery date, the  
1407 contractor may request that the contract delivery date be extended one day for each day the Government  
1408 required for inspection in excess of the above allotted inspection period.

1409 **END OF SECTION E**

1410 **SECTION F - Deliveries or Performance**

1411

1412 **52.252-2 Clauses Incorporated by Reference February 1999**

1413

1414 This contract incorporates one or more clauses by reference with the same force and effect as if they were

1415 given in full text. Upon request, the Contracting Officer will make their full text available. Also, the text

1416 of a clause may be accessed electronically at this address: <http://farstie.hill.af.mil/>

1417 **52.242-15 Stop-Work Order. August 1989**

1418 **52.242-17 Government Delay of Work. April 1984**

**GS0905 Place of Performance July 2001**

1419 Services may be provided off-site, on-site, or a combination of, depending on program requirements and

1420 will be identified in individual Task Orders.

**GS0910 Period of Performance (MODIFIED) July 2001**

1421 The period of performance of this contract shall be from date of award through five years with three

1422 potential options.

1423 The Period of Performance (POP) of the resulting IDIQ contract is structured as one continuous five-year

1424 base ordering period, with three two-year option ordering periods, for a potential of 11 years. After the

1425 Base Ordering POP expires, the IDIQ will remain an active contract until performance under the final TO

1426 is completed and shall govern the terms and conditions with respect to active TOs to the same extent as if

1427 it were completed during the requisite ordering period.

1428 The anticipated POP for the resulting IDIQ contract is as follows:

1429 Base Period (5 years)

1430 Option Year One (2 years)

1431 Option Year Two (2 years)

1432 Option Year Three (2 years)

1433

1434 New Task Orders shall not be placed under the IDIQ if the contract is terminated or has expired. No Task

1435 Orders may exceed five years, inclusive of options, from the date that the order is placed. Task Order

1436 options, if included and evaluated at initial issuance of the Task Order, may be exercised after the

1437 expiration date of the IDIQ contract.

**GS0919 Legal Holidays January 2002**

1438 The following legal holidays are observed by this Government agency:

1439 New Year's Day January 01

1440 Martin Luther King's Birthday 3rd Monday in January

1441 Presidents Day 3rd Monday in February

1442 Memorial Day Last Monday in May

1443	Juneteenth Independence Day	June 18
1444	Independence Day	July 04
1445	Labor Day	1st Monday in September
1446	Columbus Day	2nd Monday in October
1447	Veterans Day	November 11
1448	Thanksgiving Day	4th Thursday in November
1449	Christmas Day	December 25

1450 When a holiday falls on Saturday or Sunday, it is observed on the adjacent Friday or Monday,  
1451 respectively.

1452 In addition to the holidays listed above, the contractor agrees to observe leave days or closures designated  
1453 by Federal Statute, Executive Order, or Presidential Proclamation.

#### **GS0924      Unscheduled Closures (Modified)**

**July 2001**

1454 (a) Government facilities where contractor employees are working may occasionally have unscheduled  
1455 closures in which federal employees are dismissed on administrative leave (such as for inclement  
1456 weather, holiday early closings, power outages, or other emergencies). In these cases, the Contracting  
1457 Officer or COR will advise the contractor whether any of the contractor's activities are considered critical  
1458 and require continued performance. In most cases, the Contractor employees not performing critical tasks  
1459 will not be allowed to remain in the facility after federal employees are dismissed.

1460 (b) If the contractor opts to treat these nonproductive hours as paid leave, these hours are considered an  
1461 allowable cost under the contract. The total number of hours charged on such days may not exceed the  
1462 number scheduled for affected employees and may not include overtime hours.

1463 (c) Paragraph (b) does not apply, and nonproductive hours are not billable as direct hours worked where  
1464 the contractor's accounting system normally treats leave of the type used as an indirect or fringe benefit  
1465 pool expense.

#### **GS0925      Unscheduled Closures - Fixed Price (Modified)**

**March 2003**

1466 (a) Government facilities where contractor employees are working may occasionally be closed  
1467 temporarily and federal employees dismissed, such as for inclement weather, holiday early closings,  
1468 power outages, or other emergencies. In these cases, the Contracting Officer or COR will advise the  
1469 contractor whether any of the contractor's activities on Government facilities are considered critical and  
1470 require continued performance. In most cases, the Contractor will be required to dismiss employees at  
1471 Government facilities who are performing noncritical tasks after federal employees are dismissed.

1472 (b) If the unscheduled closure causes an increase in the cost of contract performance or if any contract  
1473 term or condition is affected by the closure, the Contractor may request an adjustment pursuant to Clause  
1474 FAR 52.242-17 Government Delay of Work.

1475 (c) Contractor performance at locations that are not affected by the unscheduled closure will not be  
1476 subject to this clause.

1477 **END OF SECTION F**

1478 **SECTION G - Contract Administration Data****GS1101 Contract Administration Office****July 2001**

1479 (a) This contract will be administered by:

1480 U.S. Geological Survey  
1481 Office of Acquisition and Grants  
1482 National Acquisition Branch  
1483 Attn: Vickie Floyd  
1484 12201 Sunrise Valley Dr.  
1485 Reston, VA 20192  
1486 Email: vfloyd@usgs.gov

1487 (b) Written communications to the Administrative Contracting Officer shall make reference to the  
1488 contract number and shall be mailed/emailed to the above address.

**GS1131 Unilateral Deobligation of Unexpended Funds****May 2013**

1489 Contracting Officers may de-obligate unexpended balances with a unilateral administrative modification  
1490 when all the following applies:

1491 (a) The following clause is included in the award, either initially or subsequently by bilateral  
1492 modification:

1493 The contractor shall submit all invoices under the award no later than 90 calendar days after the period of  
1494 performance has expired, unless a request for extension has been submitted to the Contracting Officer.  
1495 After 120 days has passed since the expiration of the period of performance, the government reserves the  
1496 right to issue a unilateral modification deobligating any unexpended funds, and to initiate closeout  
1497 procedures.

1498 (b) The Contracting Officer has contacted the cognizant program official to confirm that all work is  
1499 complete, and deliverables received and accepted.

1500 (c) The Contracting Officer has determined that the vendor has invoiced and been paid all amounts due  
1501 under the award.

1502 (d) All addition close procedures will be initiated as appropriate.

**GS1338 Notice to the Government of Delays****July 2001**

1503 In the event the contractor encounters difficulty in meeting performance requirements, or when it  
1504 anticipates difficulty in complying with the contract delivery schedule or date, or whenever the contractor  
1505 has knowledge that any actual or potential situation is delaying or threatens to delay the timely  
1506 performance of this contract, the contractor shall immediately notify the contracting officer and the COR,  
1507 in writing, giving pertinent details. This data shall be informational only in character. Notice under this  
1508 provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any  
1509 rights or remedies provided by law or under this contract.

1510 **Electronic Invoicing and Payment Requirements -**  
1511 **Invoice Processing Platform (IPP)**

**April 2013**

1512 Payment requests must be submitted electronically through the U. S. Department of the Treasury's  
1513 Invoice Processing Platform System (IPP).

1514 "Payment request" means any request for contract financing payment or invoice payment by the  
1515 Contractor. To constitute a proper invoice, the payment request must comply with the requirements  
1516 identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4  
1517 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP  
1518 website address is: <https://www.ipp.gov>.

1519 Under this contract, the following documents are required to be submitted as an attachment to the IPP  
1520 invoice [TBD at time of Award]:

1521 The Contractor must use the IPP website to register access and use IPP for submitting requests for  
1522 payment. The Contractor Government Business Point of Contact (as listed in SAM will receive  
1523 enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business  
1524 days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the  
1525 IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

1526 If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for  
1527 payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its  
1528 proposal or quotation.

**1452.201-70 Authorities and delegations**

**September 2011**

1529 (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any  
1530 term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

1531 (b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR  
1532 will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be  
1533 appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation  
1534 will be made by written changes to the existing appointment or by issuance of a new appointment.

1535 (c) The COR is not authorized to perform, formally or informally, any of the following actions:

1536 (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes  
1537 or may change this contract;

1538 (2) Waive or agree to modification of the delivery schedule;

1539 (3) Make any final decision on any contract matter subject to the Disputes Clause;

1540 (4) Terminate, for any reason, the Contractor's right to proceed;

1541 (5) Obligate in any way, the payment of money by the Government.

1542 (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized  
1543 representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not  
1544 proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the

1545 Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued  
1546 direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the  
1547 occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and  
1548 consequences of performing any work it is directed to perform that falls within any of the categories defined in  
1549 paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

1550 (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this  
1551 clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with  
1552 respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

1553 (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

1554 (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the  
1555 Government or any Government official other than the Contracting Officer or the COR acting within his or her  
1556 appointment, shall be at the Contractor's risk.

1557 **END OF SECTION G**

1558 **SECTION H - Special Contract Requirements****GS0199 Prevention of Malicious Code****June 2018**

## 1559 (a) Definitions

1560 Malicious code is a computer code developed for the purpose of causing some form of intentional damage  
 1561 to computer systems or networks. Malicious code may be a complete program or code imbedded in  
 1562 software programs that appear to provide useful functions. The term includes computer viruses and other  
 1563 destructive programs, such as "Trojan Horses" and network "worms." (b) The contractor must have in  
 1564 place an anti-virus procedure to ensure that media supplied is uncontaminated by malicious code. (c) The  
 1565 contractor is required to scan all delivered software to insure it is free of malicious code prior to its  
 1566 installation or operation on Government-owned computers or contractor-owned computers connected to  
 1567 Government computer systems or networks. Contractors using diagnostics software disks or connecting to  
 1568 a non-Government computer while performing repairs or upgrades to a Government computer will scan  
 1569 the serviced computer's drive(s) to ensure they are free of malicious code upon completion of the service  
 1570 call, or prior to return of serviced equipment, if servicing is performed off-site.

**GS1329 Interpretation of Contract Requirements****July 2001**

1571 No interpretation of any provision of this contract, including applicable specifications, shall be binding on  
 1572 the Government unless furnished or agreed to in writing by the Contracting Officer.

**GS1330 Key Personnel****July 2001**

1573 (a) The Contractor shall assign to this contract the following key personnel to the identified  
 1574 positions/functions:

1575 Position/Function Name

1576 **TO BE DETERMINED AT TIME OF CONTRACT AWARD**

1577 *(Offeror must fill in names of proposed key personnel, as presented in the technical proposal.)*

1578 (b) During the first 180 days of performance, the Contractor shall make no substitutions of key personnel  
 1579 unless the substitution is necessitated by illness, death, or termination of employment. The Contractor  
 1580 shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events  
 1581 and provide the information required by paragraph (c) below. After the initial 90-day period, the  
 1582 Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15  
 1583 days prior to making any permanent substitutions.

1584 (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed  
 1585 substitutions, complete resumes for the proposed substitutes, and any additional information requested by  
 1586 the Contracting Officer. Proposed substitutes must possess qualifications comparable to the original key  
 1587 person, as well as satisfying any minimum standards set forth elsewhere in the solicitation/contract. The  
 1588 Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required  
 1589 information of the decision on substitutions. This clause will be modified to reflect any approved changes  
 1590 of key personnel.

**GS1332 Contractor's Representative****July 2001**

1591 (a) Upon contract award, the contractor shall furnish to the contracting officer the name of the person he  
1592 has designated and assigned exclusively to this contract as his agent or representative. The contractor's  
1593 representative shall exercise overall management responsibility for the contract effort, receive technical  
1594 direction, and handle problems arising under the contract, such as dismissals, disciplinary matters, etc.  
1595 The contractor's representative is further responsible for coordinating matters of mutual concern with the  
1596 Government representatives. In the event questions of responsibility arise, they shall be resolved by the  
1597 contracting officer or his authorized representative.

1598 (b) The contractor's representative may not be diverted to other projects for 14 consecutive days or more  
1599 without giving prior written notification to the contracting officer or his representative. Such notification  
1600 shall include a justification for the diversion, together with information on the proposed substitute in  
1601 sufficient detail to permit analysis of any potential negative effects on contract performance. No  
1602 substitution shall be made without the written consent of the contracting officer; provided, however, that  
1603 the contracting officer may grant such consent retroactively. Any such substitution of a permanent nature  
1604 will be made a part of this contract through the issuance of a modification.

1605 (c) When the Contractor's Representative is temporarily unavailable to manage the contract effort for a  
1606 period longer than 72 hours, including absences due to vacation or illness, the contractor will provide to  
1607 the COR a written designation of an alternate representative, itemizing any limitations in the alternate's  
1608 authority. The procedures of paragraph (b) above do not apply to such temporary designations unless  
1609 they are expected to exceed the time period indicated in that paragraph.

**GS1346 Compliance with OSHA-Govt owned Facilities/Equipment****April 2003**

1610 "Compliance with Occupational Safety and Health Act -- Government-Owned

1611 Performance of work hereunder shall comply with the provisions of the Occupational Health and Safety  
1612 Act of 1970, as amended (OSHA). If, at any time during the performance of this contract, the  
1613 Government-furnished facilities and/or equipment do not conform to OSHA standards, the contractor  
1614 must so notify the Contracting Officer, in writing, including a recommendation of the corrective action  
1615 needed."

**GS1348 Accident Reporting****April 2003**

1616 "Accident Reporting

1617 If an accident occurs on Government-controlled facilities, a report must be provided to the Contracting  
1618 Officer's Representative and the Contracting Officer within 48 hours. An accident is defined as an event  
1619 which causes injury, illness, or loss or damage to Government-owned or private property. The contractor  
1620 will cooperate with any ensuing Government accident investigation."

**GS1364      Nonpersonal Services and Supervision of Contractor's      September 2017**  
**Employees**

1621 a. This contract is a “nonpersonal services contract” as defined in FAR 37.101. It is therefore, understood  
1622 and agreed that the contractor and/or the contractor’s employees:

1623 (1) shall perform the services specified herein as independent contractors, not as employees of the  
1624 government;

1625 (2) shall request clarification in writing from the Contracting Officer if the Contractor finds it necessary  
1626 with respect to the scope of services to be performed or the manner in which the services are to be  
1627 performed hereunder;

1628 (3) shall be responsible for their own management and administration of the work required and bear sole  
1629 responsibility for complying with any and all technical, schedule, or financial requirements or constraints  
1630 attendant to the performance of this contract;

1631 (4) shall be free from supervision, direction or control by any government employee with respect to the  
1632 manner or method of performance of the services specified; but

1633 (5) shall comply with such general direction of the Contracting Officer (or the duly authorized  
1634 representative) pursuant to the government’s right and obligation to inspect, accept or reject the work as is  
1635 necessary to ensure accomplishment of the contract objectives.

1636 (6) shall not be at any time during the contract period employees of the U.S. Government.

1637 b. The contractor's employees and subcontractors must make clear, in dealings with the public, federal  
1638 employees, or other contractors that they are not federal employees. To minimize possible confusion,  
1639 contractors and subcontractors are not permitted to wear clothing or other items (apart from official  
1640 identity credential) bearing the name, logo, or seal of the U.S. Geological Survey while performing work  
1641 under this contract.

**GS1366      Nondiscrimination Notice to U.S. Department of the      January 2000**  
**Interior Contractors, Subcontractors, and Lessors**

1642 Based upon law, Executive Order, or internal policy, the Department of the Interior prohibits  
1643 discrimination in the workplace, including sexual harassment, based on race, color, national origin, sex,  
1644 religion, disability, age, or sexual orientation. The Department urges its contractors, subcontractors, and  
1645 lessors to develop and enforce comprehensive anti-discrimination policies for their places of work.

**GS1371      Availability of IT Security Standards, Guides and Other      September 2007**  
**Publications**

1646 One or more of the following documents relating to Information Technology (IT) security has been  
1647 incorporated by reference into the solicitation/contract work statement. Copies of documents cited herein  
1648 can be obtained as described below.

1649 The following documents may be accessed electronically at these addresses:

- 1650 - NIST Special Publications: <http://csrc.nist.gov/publications/nistpubs/>
- 1651 - Federal Information Processing Standards: <http://csrc.nist.gov/publications/fips/>
- 1652 - DOI Privacy Impact Assessment: [http://www.doi.gov/ocio/privacy/DOI%20PIA\\_03.01.04.doc](http://www.doi.gov/ocio/privacy/DOI%20PIA_03.01.04.doc)
- 1653 - Secretarial Order 3255, Delegation of Authority for Certification and Accreditation of Information  
1654 Technology Systems: [http://elips.doi.gov/app\\_so/index.cfm?fuseaction=home](http://elips.doi.gov/app_so/index.cfm?fuseaction=home)

1655 The following Department of the Interior documents are not publicly available. If one of these documents  
1656 has been referenced elsewhere in this solicitation, it will be provided to interested offerors upon receipt by  
1657 the Contracting Officer of a written request signed by a responsible official of that organization.

- 1658 - DOI SDLC Security Integration Guide
- 1659 - DOI Computer Incident Response Guide
- 1660 - DOI Contingency Plan Guide

**GS1376 Software Licensing Agreements**

**July 2001**

1661 The only individual authorized to sign software licensing agreements on behalf of the Government is the  
1662 contracting officer. Any commercial software licenses signed by the Government are subordinate to the  
1663 terms of the contract.

**GS1378 Prohibitions on Use of Locking or Scrambling Devices**

**July 2001**

1664 The software delivered under this contract shall not contain any "software locks" or hidden devices that  
1665 may be used to disable software or system operations, such as data scrambling mechanisms or "drop  
1666 dead" devices, whether triggered by signal, by timer, or otherwise.

1667 Nothing in this contract shall be deemed to confer a right of "electronic repossession" to the vendor in the  
1668 event of a contract dispute or payment delinquency.

**GS1396 Release of Information**

**July 2001**

1669 (a) Disclosure of information gained as a result of work performed under this contract shall be handled  
1670 according to DOI/bureau procedures or through DOI/bureau channels. As used in this clause, the term  
1671 "information" includes raw data, data derivative there from, and analysis or interpretations thereof,  
1672 regardless of form. The term includes data developed or acquired by the contractor during performance  
1673 of this contract, including analysis of samples provided by the Government and samples or recordings  
1674 made by the contractor during contract performance.

1675 (b) The contractor hereby agrees not to disclose such information to the public or to unauthorized parties  
1676 without the prior written approval of the Contracting Officer. This restriction does not apply to releases  
1677 of information to subcontractors (including consultants) as necessary for successful performance of the  
1678 contract, provided (1) such information is of no commercial value to the subcontractor, and (2) the  
1679 subcontractor agrees to be bound by the restrictions in this clause.

1680 (c) After the contents of the contractor's final report have been made public by the Government, further  
1681 releases of information may be made by the contractor, except for information subject to restrictions  
1682 imposed elsewhere in this contract, if any. All releases must also comply with any additional restrictions  
1683 which have been determined necessary by the Contracting Officer and provided to the contractor in  
1684 writing.

1685 (d) News releases pertaining to work under this contract shall not be made at any time without the  
1686 approval and involvement of the cognizant Government Public Information Office.

**GS1406 Confidentiality of Data**

**October 2005**

1687 (a) The work under this contract requires access to proprietary, business confidential, or financial data of  
1688 other companies and/or DOI/bureau internal scientific, planning or procurement sensitive/source selection  
1689 data, which, if released to third parties may give unfair business, technical, or competitive advantages. As  
1690 long as such data remains proprietary or confidential, the contractor shall protect such data from  
1691 unauthorized use and disclosure and agrees not to use it to compete with such companies or for any  
1692 purpose other than performance of this contract.

1693 (b) This data may be in various forms, such as documents, raw photographic films, magnetic or digital  
1694 media, photographic prints, computer system data, or it may be interpretative results derived from  
1695 analysis, investigative, or study effort. Regardless of the form of this data, the contractor agrees that  
1696 neither it nor any of its employees will disclose to third parties any such data, or derivatives thereof,  
1697 except as may be required in the performance of this contract. Further, the contractor will not copy any of  
1698 this data, or derivatives thereof, other than as necessary for the performance of this contract.

1699 (c) The contractor will establish policies and procedures to implement the substance of this clause at the  
1700 individual employee level which will assure that affected employees are made aware of the contract  
1701 provision and the contractor's implementing policies and procedures. Particular attention will be given to  
1702 keeping employees advised of statutes and regulations applicable to the handling of third party  
1703 confidential or financial data.

1704 (d) This clause does not preclude the contractor and/or its employees from independently acquiring and  
1705 using data from legitimate sources outside of this contract, or from performing and using independent  
1706 analysis of data so acquired, provided that the contractor and/or its employees fully document the source  
1707 of such data, and the independence of any such analysis.

1708 (e) The Contractor shall immediately notify, in writing, the Contracting Officer in the event that the  
1709 Contractor determines or has reason to suspect a breach of this requirement.

1710 (f) The contractor will insert the substance of this clause in each subcontract hereunder (other than for  
1711 purchase of supplies or equipment) unless the Contracting Officer has waived this requirement, in writing,  
1712 as to particular subcontracts or classes of subcontracts.

1713 (g) Any unauthorized disclosure of information may result in termination of this contract for cause.

**GS1415 Access to Government Facilities (Modified)**

**July 2001**

1714 During the life of the contract, the rights of ingress and egress to and from the Government facility for  
1715 service technicians shall be made available as required. During all operations on Government premises,  
1716 service technicians shall comply with the rules and regulations governing the conduct of personnel and

1717 the operation of the facility. The Government reserves the right to require service technicians to display  
1718 photographic identification card (such as driver's license) and sign in upon ingress to and sign out upon  
1719 egress from the Government facility.

1720 Contractors will have to abide by guidance at the Safer Federal Workforce website as a result of the  
1721 COVID 19 pandemic. [For Federal Contractors | Safer Federal Workforce](#)

#### **GS1420 Use of Government Computers**

**April 2008**

1722 (a) DOI/bureau rules regarding security of information technology systems apply to all personnel with  
1723 access to Government IT equipment or data or to non-Government computer equipment (e.g. company or  
1724 personal laptops) connected to DOI or bureaus systems, networks or internet services.

1725 (b) In performance of the contract, it is the responsibility of the contractor to ensure that all of their  
1726 personnel with USGS computer system access follow and adhere to the USGS computer and information  
1727 systems security policies, standard, and procedures and abide by the USGS Rules of Behavior, as  
1728 described in the USGS Computer And Network Security Handbook.

1729 (c) The contractor and its employees and subcontractors shall not install any personal or company-owned  
1730 software or applications on Government-owned equipment without the express permission of the COR.  
1731 Use of unnecessary user applications (e.g., personal use of external instant messaging, desktop search  
1732 engine, peer-to-peer file sharing services), and services that are not needed or duplicate the Government-  
1733 provided equivalents (e.g., alternate e-mail services) is prohibited. Contractors will cooperate in any  
1734 software management assessments and software user surveys.

1735 (d) If employees of the contractor or any of its subcontractors are given user accounts in USGS email  
1736 systems, the Contractor will ensure that they have correctly identified themselves in the email system as  
1737 contractors and have included the name of their company in the directory and in an automatic signature  
1738 line, so that any email correspondence is readily recognized as coming from a contractor rather than a  
1739 USGS employee.

#### **GS1430 Ordering Authority and Procedures**

**July 2001**

1740 Ordering Authority and Procedures

1741 (a) Orders under this contract may be issued by warranted contracting officers of the following activity:

1742 Any bureau under the Department of the Interior

1743 (b) All orders will be placed in writing using Optional Form 347 or an electronic equivalent if issued  
1744 through an electronic commerce system. As a minimum, each order will contain the following  
1745 information: 1) contract and order numbers, 2) date of order, 3) contract line item numbers, descriptions,  
1746 contract unit prices and amounts (or estimated cost and fee, as applicable), 4) delivery or performance  
1747 date, 5) place of delivery or performance, 6) accounting and appropriation data, and 7) signature of an  
1748 authorized ordering official.

#### **GS1431 Contract Maximum**

**July 2001**

1749 The total amount of all orders placed under this contract shall not exceed \$1 Billion.

**GS1438 Task and Delivery Order Ombudsman****July 2007**

1750 Communications with the task and delivery order ombudsman for the Department of the Interior may be  
1751 directed to:

1752 Name: Tiffany Harvey  
1753 Address: Office of Acquisition and Property Management, U.S. Department of the Interior  
1754 1801 Pennsylvania Avenue NW  
1755 4th Floor Washington, DC 20006.  
1756 Email: tiffany\_harvey@ios.doi.gov  
1757 Fax: 202-513-7645  
1758

**AUTHORITY TO OBLIGATE THE GOVERNMENT**

1759

1761 The Contracting Officer is the only individual who can legally commit or obligate the Government to the  
1762 expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt  
1763 of a fully executed contract and/or task order or specific authorization from the Contracting Officer.  
1764

**SMALL BUSINESS PARTICIPATION COMMITMENT DOCUMENT**

1765

1767 The contractor's Small Business Participation Commitment Document (SBPCD) shall be incorporated  
1768 into the contract, and the contractor shall submit quarterly reports on the commitment document. If the  
1769 contractor is required to submit a Small Business Subcontracting Plan, any small businesses identified in  
1770 the SBPCD shall be incorporated into the contractor's Small Business Subcontracting Plan in accordance  
1771 with FAR 15.304(c)(4).  
1772

**NEW SERVICES**

1773

1775 a. New (including improved) services that the contractor (or cloud service provider that is not the prime)  
1776 makes publicly available that are not listed in the contract catalogs must be made available for  
1777 incorporation into the contract. New services that are not made publicly available may also be made  
1778 available for incorporation into the contract. Any new services may be incorporated unless explicitly  
1779 excluded by the USGS within the timeframes specified in the Statement of Objectives.  
1780

1781 b. Any contractor discounts that are incorporated in the contract shall equally apply to new services.  
1782

1783 c. If a service ordered under an active task order is eliminated from the contractor's publicly available  
1784 commercial catalog, a similar (new or otherwise) service must be offered in kind to ensure seamless  
1785 continued support.  
1786

1787 d. When new services are offered, and not explicitly excluded by the USGS, the Contractor shall update  
1788 the services and corresponding prices in the online catalog(s) for this contract.  
1789  
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1791

**END OF SECTION H**

<b>SECTION I - Contract Clauses</b>		
1792		
1793		
1794	<b>52.252-2</b>	<b>Clauses Incorporated by Reference</b>
1795		<b>February 1999</b>
1796	This contract incorporates one or more clauses by reference with the same force and effect as if they were	
1797	given in full text. Upon request, the Contracting Officer will make their full text available. Also, the text	
1798	of a clause may be accessed electronically at this address: <a href="http://farstie.hill.af.mil/">http://farstie.hill.af.mil/</a>	
1799	<b>52.202-1</b>	<b>Definitions</b>
		<b>June 2020</b>
1800	<b>52.203-3</b>	<b>Gratuities</b>
		<b>April 1984</b>
1801	<b>52.203-5</b>	<b>Covenant Against Contingent Fees</b>
		<b>May 2014</b>
1802	<b>52.203-6</b>	<b>Restrictions on Subcontractor Sales</b>
1803		<b>to the Government</b>
		<b>June 2020</b>
1804	<b>52.203-6</b>	<b>Restrictions on Subcontractor Sales to the Government</b>
1805		<b>Alternate I</b>
		<b>June 2020</b>
1806	<b>52.203-7</b>	<b>Anti-Kickback Procedures</b>
		<b>June 2020</b>
1807	<b>52.203-12</b>	<b>Limitation on Payments to Influence</b>
1808		<b>Certain Federal Transactions</b>
		<b>June 2020</b>
1809	<b>52.203-13</b>	<b>Contractor Code of Business Ethics and Conduct</b>
		<b>November 2021</b>
1810	<b>52.203-16</b>	<b>Preventing Personal Conflicts of Interest</b>
		<b>June 2020</b>
1811	<b>52.203-17</b>	<b>Contractor Employee Whistleblower Rights and</b>
1812		<b>Requirement to Inform Employees of Whistleblower Rights.</b>
		<b>June 2020</b>
1813	<b>52.204-4</b>	<b>Printed or Copied Double-Sided on Postconsumer</b>
1814		<b>Fiber Content Paper</b>
		<b>May 2011</b>
1815	<b>52.204-9</b>	<b>Personal Identity Verification of Contractor</b>
1816		<b>Personnel</b>
		<b>January 2011</b>
1817	<b>52.204-10</b>	<b>Reporting Executive Compensation and First-Tier</b>
1818		<b>Subcontract Awards</b>
		<b>June 2020</b>
1819	<b>52.204-12</b>	<b>Unique Entity Identifier Maintenance</b>
		<b>October 2016</b>
1820	<b>52.204-13</b>	<b>System for Award Management Maintenance</b>
		<b>October 2018</b>
1821	<b>52.204-18</b>	<b>Commercial and Government Entity Code</b>
1822		<b>Maintenance</b>
		<b>August 2020</b>

1823	<b>52.204-19</b>	<b>Incorporation by Reference of Representation and Certification</b>	<b>December 2014</b>
1824			
1825	<b>52.204-21</b>	<b>Basic Safeguarding of Covered Contractor Information Systems</b>	<b>November 2021</b>
1826			
1827	<b>52.207-5</b>	<b>Option to Purchase Equipment</b>	<b>February 1995</b>
1828	<b>52.208-9</b>	<b>Contractor Use of Mandatory Sources of Supply or Services</b>	<b>May 2014</b>
1829			
1830	<b>52.209-6</b>	<b>Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</b>	<b>November 2021</b>
1831			
1832			
1833	<b>52.215-19</b>	<b>Notification of Ownership Changes.</b>	<b>October 1997</b>
1834	<b>52.216-31</b>	<b>Time-and-Materials/Labor-Hour Proposal Requirements Commercial Acquisition</b>	<b>November 2021</b>
1835			
1836	<b>52.223-6</b>	<b>Drug-Free Workplace</b>	<b>May 2001</b>
1837	<b>52.232-1</b>	<b>Payments</b>	<b>April 1984</b>
1838	<b>52-232-7</b>	<b>Payments under Time-and-Materials and Labor-Hour Contracts</b>	<b>November 2021</b>
1839			
1840	<b>52.232-17</b>	<b>Interest</b>	<b>May 2014</b>
1841	<b>52.232-18</b>	<b>Availability of Funds</b>	<b>April 1984</b>
1842	<b>52.232-23</b>	<b>Assignment of Claims</b>	<b>May 2014</b>
1843	<b>52.232-40</b>	<b>Providing Accelerated Payments to Small Business Subcontractors</b>	<b>November 2021</b>
1844			
1845	<b>52.233-4</b>	<b>Applicable Law for Breach of Contract Claim</b>	<b>October 2004</b>
1846	<b>52.239-1</b>	<b>Privacy or Security Safeguards</b>	<b>August 1996</b>
1847	<b>52.242-13</b>	<b>Bankruptcy</b>	<b>July 1995</b>
1848	<b>52.244-6</b>	<b>Subcontracts for Commercial Items</b>	<b>January 2022</b>
1849	<b>52.212-4</b>	<b>Contract Terms and Conditions – Commercial Products and Commercial Services</b>	<b>November 2021</b>
1850			

1851 (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to  
 1852 the requirements of this contract. The Government reserves the right to inspect or test any supplies or  
 1853 services that have been tendered for acceptance. The Government may require repair or replacement of  
 1854 nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If  
 1855 repair/replacement or reperformance will not correct the defects or is not possible, the Government may  
 1856 seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or  
 1857 services. The Government must exercise its post-acceptance rights-

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

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

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

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

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

1909

1910 (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice  
1911 only if required elsewhere in this contract.

1912

1913 (x) Electronic funds transfer (EFT) banking information.

1914

1915 (A) The Contractor shall include EFT banking information on the invoice only if required  
1916 elsewhere in this contract.

1917

1918 (B) If EFT banking information is not required to be on the invoice, in order for the invoice to  
1919 be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance  
1920 with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds  
1921 Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other  
1922 Than System for Award Management), or applicable agency procedures.

1923

1924 (C) EFT banking information is not required if the Government waived the requirement to pay  
1925 by EFT.

1926

1927 (2) Invoices will be handled in accordance with the Prompt Payment Act ( 31 U.S.C.3903) and  
1928 Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

1929

1930 (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and  
1931 agents against liability, including costs, for actual or alleged direct or contributory infringement of, or  
1932 inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the  
1933 performance of this contract, provided the Contractor is reasonably notified of such claims and  
1934 proceedings.

1935

1936 (i) Payment.- (1) Items accepted. Payment shall be made for items accepted by the Government that  
1937 have been delivered to the delivery destinations set forth in this contract.

1938 (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment  
1939 Act ( 31 U.S.C.3903) and prompt payment regulations at 5 CFR Part 1315.

1940

1941 (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b)  
1942 for the appropriate EFT clause.

1943

1944 (4) Discount. In connection with any discount offered for early payment, time shall be computed  
1945 from the date of the invoice. For the purpose of computing the discount earned, payment shall be  
1946 considered to have been made on the date which appears on the payment check or the specified payment  
1947 date if an electronic funds transfer payment is made.

1948

1949 (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice  
1950 payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the  
1951 Contractor shall-

1952

1953 (i) Remit the overpayment amount to the payment office cited in the contract along with a description  
1954 of the overpayment including the-

1955

1956 (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation  
1957 errors, date(s) of overpayment);

1958

1959 (B) Affected contract number and delivery order number, if applicable;

- 1960  
1961 (C) Affected line item or subline item, if applicable; and  
1962  
1963 (D) Contractor point of contact.  
1964  
1965 (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.  
1966  
1967 (6) Interest. (i) All amounts that become payable by the Contractor to the Government under this  
1968 contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming  
1969 due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in  
1970 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in  
1971 (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary  
1972 until the amount is paid.  
1973 (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is  
1974 due under the contract.  
1975  
1976 (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if-  
1977  
1978 (A) The Contracting Officer and the Contractor are unable to reach agreement on the  
1979 existence or amount of a debt within 30 days;  
1980  
1981 (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer  
1982 within the timeline specified in the demand for payment unless the amounts were not repaid because the  
1983 Contractor has requested an installment payment agreement; or  
1984  
1985 (C) The Contractor requests a deferment of collection on a debt previously demanded by the  
1986 Contracting Officer (see 32.607-2).  
1987  
1988 (iv) If a demand for payment was previously issued for the debt, the demand for payment included  
1989 in the final decision shall identify the same due date as the original demand for payment.  
1990  
1991 (v) Amounts shall be due at the earliest of the following dates:  
1992  
1993 (A) The date fixed under this contract.  
1994  
1995 (B) The date of the first written demand for payment, including any demand for payment  
1996 resulting from a default termination.  
1997  
1998 (vi) The interest charge shall be computed for the actual number of calendar days involved  
1999 beginning on the due date and ending on-  
2000  
2001 (A) The date on which the designated office receives payment from the Contractor;  
2002  
2003 (B) The date of issuance of a Government check to the Contractor from which an amount  
2004 otherwise payable has been withheld as a credit against the contract debt; or  
2005  
2006 (C) The date on which an amount withheld and applied to the contract debt would otherwise  
2007 have become payable to the Contractor.  
2008  
2009 (vii) The interest charge made under this clause may be reduced under the procedures prescribed  
2010 in FAR 32.608-2 in effect on the date of this contract.

2011

2012 (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the  
2013 supplies provided under this contract shall remain with the Contractor until, and shall pass to the  
2014 Government upon:

2015

2016 (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

2017

2018 (2) Delivery of the supplies to the Government at the destination specified in the contract, if  
2019 transportation is f.o.b. destination.

2020

2021 (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

2022

2023 (l) Termination for the Government's convenience. The Government reserves the right to terminate this  
2024 contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall  
2025 immediately stop all work hereunder and shall immediately cause any and all of its suppliers and  
2026 subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a  
2027 percentage of the contract price reflecting the percentage of the work performed prior to the notice of  
2028 termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government  
2029 using its standard record keeping system, have resulted from the termination. The Contractor shall not be  
2030 required to comply with the cost accounting standards or contract cost principles for this purpose. This  
2031 paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall  
2032 not be paid for any work performed or costs incurred which reasonably could have been avoided.

2033

2034 (m) Termination for cause. The Government may terminate this contract, or any part hereof, for  
2035 cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract  
2036 terms and conditions, or fails to provide the Government, upon request, with adequate assurances of  
2037 future performance. In the event of termination for cause, the Government shall not be liable to the  
2038 Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the  
2039 Government for any and all rights and remedies provided by law. If it is determined that the Government  
2040 improperly terminated this contract for default, such termination shall be deemed a termination for  
2041 convenience.

2042

2043 (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract  
2044 shall pass to the Government upon acceptance, regardless of when or where the Government takes  
2045 physical possession.

2046

2047 (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are  
2048 merchantable and fit for use for the particular purpose described in this contract.

2049

2050 (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will  
2051 not be liable to the Government for consequential damages resulting from any defect or deficiencies in  
2052 accepted items.

2053

2054 (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local  
2055 laws, executive orders, rules and regulations applicable to its performance under this contract.

2056

2057 (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with  
2058 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal  
2059 contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours  
2060 and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to

2061 whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to  
2062 procurement integrity.

2063

2064 (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by  
2065 giving precedence in the following order:

2066

2067 (1) The schedule of supplies/services.

2068

2069 (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws  
2070 Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

2071

2072 (3) The clause at 52.212-5.

2073

2074 (4) Addenda to this solicitation or contract, including any license agreements for computer  
2075 software.

2076

2077 (5) Solicitation provisions if this is a solicitation.

2078

2079 (6) Other paragraphs of this clause.

2080

2081 (7) The Standard Form 1449.

2082

2083 (8) Other documents, exhibits, and attachments.

2084

2085 (9) The specification.

2086

2087 (t) [Reserved]

2088

2089 (u) Unauthorized Obligations. (1) Except as stated in paragraph (u)(2) of this clause, when any  
2090 supply or service acquired under this contract is subject to any End User License Agreement (EULA),  
2091 Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the  
2092 Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other  
2093 loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall  
2094 govern:

2095

2095 (i) Any such clause is unenforceable against the Government.

2096

2097 (ii) Neither the Government nor any Government authorized end user shall be deemed to  
2098 have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or  
2099 agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree"  
2100 click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution  
2101 does not bind the Government or any Government authorized end user to such clause.

2102

2103 (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal  
2104 instrument or agreement.

2105

2106 (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is  
2107 expressly authorized by statute and specifically authorized under applicable agency regulations and  
2108 procedures.

2109

2110 (v) Incorporation by reference. The Contractor's representations and certifications, including those  
 2111 completed electronically via the System for Award Management (SAM), are incorporated by reference  
 2112 into the contract.

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Products and Commercial Services January 2022**

2113 (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which  
 2114 are incorporated in this contract by reference, to implement provisions of law or Executive orders  
 2115 applicable to acquisitions of commercial products and commercial services:

2116 (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements  
 2117 (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing  
 2118 Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations  
 2119 acts (and as extended in continuing resolutions)).

2120 (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or  
 2121 Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

2122 (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance  
 2123 Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

2124 (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

2125 (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

2126 (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and  
 2127 108-78 ( 19 U.S.C. 3805 note)).

2128 (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting  
 2129 Officer has indicated as being incorporated in this contract by reference to implement provisions of law or  
 2130 Executive orders applicable to acquisitions of commercial products and commercial services:

2131 [Contracting Officer check as appropriate.]

2132 \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with  
 2133 Alternate I (Nov 2021) ( 41 U.S.C. 4704 and 10 U.S.C. 2402).

2134 X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) ( 41 U.S.C.  
 2135 3509)).

2136 X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment  
 2137 Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American  
 2138 Recovery and Reinvestment Act of 2009.)

2139 X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun  
 2140 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).

2141 \_\_\_ (5) [Reserved].

2142 \_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section  
 2143 743 of Div. C).

2144 X (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts  
 2145 (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

2146 X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors  
 2147 Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( 31 U.S.C. 6101 note).

2148 X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters  
 2149 (Oct 2018) ( 41 U.S.C. 2313).

2150 \_\_\_ (10) [Reserved].

2151 \_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) ( 15 U.S.C.  
 2152 657a).

2153 \_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns  
 2154 (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( 15 U.S.C. 657a).

2155 \_\_\_ (13) [Reserved]

2156 \_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) ( 15 U.S.C. 644).

2157           \_\_ (ii) Alternate I (Mar 2020) of 52.219-6.  
2158           \_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) ( 15 U.S.C. 644).  
2159           \_\_ (ii) Alternate I (Mar 2020) of 52.219-7.  
2160           \_X\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) ( 15 U.S.C. 637(d)(2) and  
2161 (3)).  
2162           \_X\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) ( 15 U.S.C. 637(d)(4)).  
2163           \_\_ (ii) Alternate I (Nov 2016) of 52.219-9.  
2164           \_\_ (iii) Alternate II (Nov 2016) of 52.219-9.  
2165           \_\_ (iv) Alternate III (Jun 2020) of 52.219-9.  
2166           \_\_ (v) Alternate IV (Sep 2021) of 52.219-9.  
2167           \_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) ( 15 U.S.C. 644(r)).  
2168           \_\_ (ii) Alternate I (Mar 2020) of 52.219-13.  
2169           \_\_ (19) 52.219-14, Limitations on Subcontracting (Sep 2021) ( 15 U.S.C. 637s).  
2170           \_X\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) ( 15 U.S.C.  
2171 637(d)(4)(F)(i)).  
2172           \_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep  
2173 2021) ( 15 U.S.C. 657f).  
2174           \_\_ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2021) ( 15  
2175 U.S.C. 632(a)(2)).  
2176           \_\_ (ii) Alternate I (Mar 2020) of 52.219-28.  
2177           \_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically  
2178 Disadvantaged Women-Owned Small Business Concerns (Sep 2021) ( 15 U.S.C. 637(m)).  
2179           \_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small  
2180 Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) ( 15 U.S.C.  
2181 637(m)).  
2182           \_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) ( 15 U.S.C.  
2183 644(r)).  
2184           \_\_ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) ( 15U.S.C. 637(a)(17)).  
2185           \_X\_ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).  
2186           \_\_ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022)  
2187 (E.O.13126).  
2188           \_X\_ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).  
2189           \_X\_ (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).  
2190           \_\_ (ii) Alternate I (Feb 1999) of 52.222-26.  
2191           \_X\_ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).  
2192           \_\_ (ii) Alternate I (Jul 2014) of 52.222-35.  
2193           \_X\_ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) ( 29 U.S.C.  
2194 793).  
2195           \_\_ (ii) Alternate I (Jul 2014) of 52.222-36.  
2196           \_X\_ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).  
2197           \_X\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act  
2198 (Dec 2010) (E.O. 13496).  
2199           \_X\_ (35) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) ( 22 U.S.C. chapter 78 and  
2200 E.O. 13627).  
2201           \_\_ (ii) Alternate I (Mar 2015) of 52.222-50 ( 22 U.S.C. chapter 78 and E.O. 13627).  
2202           \_X\_ (36) 52.222-54, Employment Eligibility Verification (Nov 2021) . (Executive Order 12989).  
2203 (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of  
2204 commercial products or commercial services as prescribed in FAR 22.1803.)  
2205           \_\_ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated  
2206 Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially  
2207 available off-the-shelf items.)

- 2208           \_\_ (ii) Alternate I (May 2008) of 52.223-9 ( 42 U.S.C. 6962(i)(2)(C)). (Not applicable to the  
2209 acquisition of commercially available off-the-shelf items.)
- 2210           \_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential  
2211 Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- 2212           \_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air  
2213 Conditioners (Jun 2016) (E.O. 13693).
- 2214           \_\_ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s  
2215 13423 and 13514).
- 2216           \_\_ (ii) Alternate I (Oct 2015) of 52.223-13.
- 2217           \_\_ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423  
2218 and 13514).
- 2219           \_\_ (ii) Alternate I (Jun2014) of 52.223-14.
- 2220           \_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) ( 42 U.S.C.  
2221 8259b).
- 2222           \_\_ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015)  
2223 (E.O.s 13423 and 13514).
- 2224           \_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- 2225           \_\_X\_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun  
2226 2020) (E.O. 13513).
- 2227           \_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- 2228           \_\_ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).
- 2229           \_\_ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- 2230           \_\_ (ii) Alternate I (Jan 2017) of 52.224-3.
- 2231           \_\_ (48) 52.225-1, Buy American-Supplies (Nov 2021) ( 41 U.S.C. chapter 83).
- 2232           \_\_ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ( 41  
2233 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note,  
2234 Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-  
2235 42, and 112-43).
- 2236           \_\_ (ii) Alternate I (Jan 2021) of 52.225-3.
- 2237           \_\_ (iii) Alternate II (Jan 2021) of 52.225-3.
- 2238           \_\_ (iv) Alternate III (Jan 2021) of 52.225-3.
- 2239           \_\_ (50) 52.225-5, Trade Agreements (Oct 2019) ( 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- 2240           \_\_X\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations,  
2241 and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- 2242           \_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States  
2243 (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10  
2244 U.S.C. 2302Note).
- 2245           \_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) ( 42 U.S.C. 5150).
- 2246           \_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007)  
2247 ( 42 U.S.C. 5150).
- 2248           \_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- 2249           \_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial  
2250 Services (Nov 2021) ( 41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- 2251           \_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services  
2252 (Nov 2021) ( 41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- 2253           \_\_ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management  
2254 (Oct2018) ( 31 U.S.C. 3332).
- 2255           \_\_ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award  
2256 Management (Jul 2013) ( 31 U.S.C. 3332).
- 2257           \_\_ (60) 52.232-36, Payment by Third Party (May 2014) ( 31 U.S.C. 3332).
- 2258           \_\_X\_ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) ( 5 U.S.C. 552a).

2259           X (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) ( 15 U.S.C.  
2260 637(d)(13)).

2261           \_\_ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (   
2262 46 U.S.C. 55305 and 10 U.S.C. 2631).

2263           \_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

2264           \_\_ (iii) Alternate II (Nov 2021) of 52.247-64.

2265           (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial  
2266 services, that the Contracting Officer has indicated as being incorporated in this contract by reference to  
2267 implement provisions of law or Executive orders applicable to acquisitions of commercial products and  
2268 commercial services:

2269           [Contracting Officer check as appropriate.]

2270           \_\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) ( 41 U.S.C. chapter67).

2271           \_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) ( 29 U.S.C. 206  
2272 and 41 U.S.C. chapter 67).

2273           \_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price  
2274 Adjustment (Multiple Year and Option Contracts) (Aug 2018) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).

2275           \_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price  
2276 Adjustment (May 2014) ( 29U.S.C.206 and 41 U.S.C. chapter 67).

2277           \_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to  
2278 Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( 41  
2279 U.S.C. chapter 67).

2280           \_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to  
2281 Contracts for Certain Services-Requirements (May 2014) ( 41 U.S.C. chapter 67).

2282           \_\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan  
2283 2022).

2284           \_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

2285           \_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( 42  
2286 U.S.C. 1792).

2287           (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of  
2288 this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified  
2289 acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain  
2290 the clause at 52.215-2, Audit and Records-Negotiation.

2291           (1) The Comptroller General of the United States, or an authorized representative of the  
2292 Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent  
2293 records involving transactions related to this contract.

2294           (2) The Contractor shall make available at its offices at all reasonable times the records, materials,  
2295 and other evidence for examination, audit, or reproduction, until 3 years after final payment under this  
2296 contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the  
2297 other clauses of this contract. If this contract is completely or partially terminated, the records relating to  
2298 the work terminated shall be made available for 3 years after any resulting final termination settlement.  
2299 Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising  
2300 under or relating to this contract shall be made available until such appeals, litigation, or claims are finally  
2301 resolved.

2302           (3) As used in this clause, records include books, documents, accounting procedures and practices,  
2303 and other data, regardless of type and regardless of form. This does not require the Contractor to create or  
2304 maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant  
2305 to a provision of law.

2306           (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this  
2307 clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph  
2308 (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated  
2309 below, the extent of the flow down shall be as required by the clause-

- 2310 (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) ( 41 U.S.C. 3509).  
2311 (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or  
2312 Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing  
2313 Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations  
2314 acts (and as extended in continuing resolutions)).  
2315 (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or  
2316 Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).  
2317 (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video  
2318 Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).  
2319  
2320 (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) ( 15 U.S.C. 637(d)(2) and (3)),  
2321 in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts  
2322 to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of  
2323 subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer  
2324 subcontracting opportunities.  
2325 (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).  
2326 (vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).  
2327 (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).  
2328 (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) ( 29 U.S.C. 793).  
2329 (x) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).  
2330 (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec  
2331 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.  
2332 (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) ( 41 U.S.C. chapter 67).  
2333 (xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) ( 22 U.S.C. chapter 78 and  
2334 E.O 13627).  
2335 (B) Alternate I (Mar 2015) of 52.222-50 ( 22 U.S.C. chapter 78 and E.O. 13627).  
2336 (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to  
2337 Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ( 41  
2338 U.S.C. chapter 67).  
2339 (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to  
2340 Contracts for Certain Services-Requirements (May 2014) ( 41 U.S.C. chapter 67).  
2341 (xvi) 52.222-54, Employment Eligibility Verification (Nov 2021) (E.O. 12989).  
2342 (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan  
2343 2022).  
2344 (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).  
2345 (xix) (A) 52.224-3, Privacy Training (Jan 2017) ( 5 U.S.C. 552a).  
2346 (B) Alternate I (Jan 2017) of 52.224-3.  
2347 (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States  
2348 (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10  
2349 U.S.C. 2302 Note).  
2350 (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( 42  
2351 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.  
2352 (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (   
2353 46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR  
2354 clause 52.247-64.  
2355 (2) While not required, the Contractor may include in its subcontracts for commercial products and  
2356 commercial services a minimal number of additional clauses necessary to satisfy its contractual  
2357 obligations.  
2358

2359 **52.216-18 Ordering August 2020**

2360 (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery  
2361 orders or task orders by the individuals or activities designated in the Schedule. Such orders may be  
2362 issued from date of award of the IDIQ through the last day of the period of performance of the IDIQ.

2363 (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event  
2364 of conflict between a delivery order or task order and this contract, the contract shall control.

2365 (c) A delivery order or task order is considered “issued” when –

2366 (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government  
2367 deposits the order in the mail;

2368 (2) If sent by fax, the Government transmits the order to the Contractor’s fax number; or

2369 (3) If sent electronically, the Government either—

2370 (i) Posts a copy of the delivery order or task order to a Government document access system, and  
2371 notice is sent to the Contractor; or

2372 (ii) Distributes the delivery order or task order via email to the Contractor’s email address.

2373 (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the  
2374 contract.

2375 **52.216-19 Order Limitations October 1995**

2376 (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an  
2377 amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor  
2378 obligated to furnish, those supplies or services under the contract.

2379 (b) *Maximum order.* The Contractor is not obligated to honor-

2380 (1) Any order for a single item in excess of \$1 Billion;

2381 (2) Any order for a combination of items in excess of \$1 Billion; or

2382 (3) A series of orders from the same ordering office within 5 days that together call for quantities  
2383 exceeding the limitation in subparagraph (b)(1) or (2) above.

2384 (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the  
2385 Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one  
2386 requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph  
2387 (b) above.

2388 (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the  
2389 maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office  
2390 within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or  
2391 items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or  
2392 services from another source.

2393

2394

2395 **52.217-8 Option to Extend Services November 1999**

2396 The Government may require continued performance of any services within the limits and at the rates  
2397 specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates  
2398 provided by the Secretary of Labor. The option provision may be exercised more than once, but the total  
2399 extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the  
2400 option by written notice to the Contractor within 30 days before the contract expires.

2401 **52.217-9 Option to Extend the Term of the Contract March 2000**

2402 (a) The Government may extend the term of this contract by written notice to the Contractor within 7  
2403 days; provided that the Government gives the Contractor a preliminary written notice of its intent to  
2404 extend at least 30 days before the contract expires. The preliminary notice does not commit the  
2405 Government to an extension.

2406 (b) If the Government exercises this option, the extended contract shall be considered to include this  
2407 option clause.

2408 (c) The total duration of this contract, including the exercise of any options under this clause, shall not  
2409 exceed 11 years and 6 months.

2410 **52.232-19 Availability of Funds for the Next Fiscal Year April 1984**

2411 Funds are not presently available for performance under this contract beyond [TBD under Task Orders].  
2412 The Government's obligation for performance of this contract beyond that date is contingent upon the  
2413 availability of appropriated funds from which payment for contract purposes can be made. No legal  
2414 liability on the part of the Government for any payment may arise for performance under this contract  
2415 beyond [TBD under Task Orders], until funds are made available to the Contracting Officer for  
2416 performance and until the Contractor receives notice of availability, to be confirmed in writing by the  
2417 Contracting Officer.

2418 **1452.215-71 Use and Disclosure of Proposal Information—Department of the Interior (APR 1984)**

2419 (a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552),  
2420 the following terms shall have the meaning set forth below:

2421 (1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or  
2422 process, which is used for making, preparing, compounding, treating or processing articles or materials  
2423 which are trade commodities.

2424 (2) "Confidential commercial or financial information" means any business information (other than trade  
2425 secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act,  
2426 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information  
2427 contained in proposals include exemption (4), which covers "commercial and financial information  
2428 obtained from a person and privileged or confidential," and exemption (9), which covers "geological and  
2429 geophysical information, including maps, concerning wells."

2430 (b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential  
2431 commercial or financial information exempt from disclosure under the Freedom of Information Act, (5  
2432 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

2433 “The information specifically identified on pages \_\_\_\_\_ of this proposal constitutes trade secrets or  
2434 confidential commercial and financial information which the offeror believes to be exempt from  
2435 disclosure under the Freedom of Information Act. The offeror requests that this information not be  
2436 disclosed to the public, except as may be required by law. The offeror also requests that this information  
2437 not be used in whole or part by the government for any purpose other than to evaluate the proposal,  
2438 except that if a contract is awarded to the offeror as a result of or in connection with the submission of the  
2439 proposal, the Government shall have the right to use the information to the extent provided in the  
2440 contract.”

2441 (c) The offeror shall also specifically identify trade secret information and confidential commercial and  
2442 financial information on the pages of the proposal on which it appears and shall mark each such page with  
2443 the following legend:

2444 “This page contains trade secrets or confidential commercial and financial information which the offeror  
2445 believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the  
2446 legend contained on the cover page of this proposal.”

2447 (d) Information in a proposal identified by an offeror as trade secret information or confidential  
2448 commercial and financial information shall be used by the Government only for the purpose of evaluating  
2449 the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with  
2450 submission of the proposal, the Government shall have the right to use the information as provided in the  
2451 contract, and (ii) if the same information is obtained from another source without restriction it may be  
2452 used without restriction.

2453 (e) If a request under the Freedom of Information Act seeks access to information in a proposal identified  
2454 as trade secret information or confidential commercial and financial information, full consideration will  
2455 be given to the offeror's view that the information constitutes trade secrets or confidential commercial or  
2456 financial information. The offeror will also be promptly notified of the request and given an opportunity  
2457 to provide additional evidence and argument in support of its position, unless administratively unfeasible  
2458 to do so. If it is determined that information claimed by the offeror to be trade secret information or  
2459 confidential commercial or financial information is not exempt from disclosure under the Freedom of  
2460 Information Act, the offeror will be notified of this determination prior to disclosure of the information.

2461 (f) The Government assumes no liability for the disclosure or use of information contained in a proposal  
2462 if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom  
2463 of Information Act is made for information in a proposal not marked in accordance with paragraphs (b)  
2464 and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an  
2465 opportunity to provide its position to the Government. However, failure of an offeror to mark information  
2466 contained in a proposal as trade secret information or confidential commercial or financial information  
2467 will be treated by the Government as evidence that the information is not exempt from disclosure under  
2468 the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or  
2469 extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings  
2470 were omitted from the offeror's proposal due to clerical error.

2471

2472

**END OF SECTION I**

2473

**SECTION J - List of Documents, Exhibits and Other Attachments**

<b>Attachment Number</b>	<b>Title</b>
A	Experience Project Data Sheet
B	Past Performance Questionnaire
C	Small Business Participation Commitment Document
D	Day 1 Task Order – Transition
E	Sample Task Order NWIS_WQP
F	Sample Task Order Data Lake
G	Non-Disclosure Agreement
H	Subcontracting Plan Model
I	Questions Spreadsheet
J	Quality Assurance Plan
K	Supplier Risk Questionnaire

2474

DRAFT

2475 **SECTION K - Representations, Certifications, and Other Statements of Bidders**

2476

2477 **52.252-2 Clauses Incorporated by Reference February 1999**

2478

2479 This contract incorporates one or more clauses by reference with the same force and effect as if they were  
2480 given in full text. Upon request, the Contracting Officer will make their full text available. Also, the text  
2481 of a clause may be accessed electronically at this address: <http://farstie.hill.af.mil/>

2482 **52.204-19 Incorporation by Reference of Representations December 2014**  
2483 **and Certifications**

2484 **52.209-2 Prohibition on Contracting with Inverted Domestic November 2015**  
2485 **Corporations-Representation**

2486 **52.225-25 Prohibition on Contracting with Entities Engaging in**  
2487 **Certain Activities or Transactions Relating to Iran-Representation and**  
2488 **Certifications June 2020**

2489 **52.203-2 Certificate of Independent Price Determination April 1985**

2490 (a) The offeror certifies that-

2491 (1) The prices in this offer have been arrived at independently, without, for the purpose of  
2492 restricting competition, any consultation, communication, or agreement with any other offeror or  
2493 competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or  
2494 factors used to calculate the prices offered;

2495 (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror,  
2496 directly or indirectly, to any other offeror or competitor before bid opening (in the case of a  
2497 sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise  
2498 required by law; and

2499 (3) No attempt has been made or will be made by the offeror to induce any other concern to  
2500 submit or not to submit an offer for the purpose of restricting competition.

2501 (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

2502 (1) Is the person in the offeror's organization responsible for determining the prices being offered  
2503 in this bid or proposal, and that the signatory has not participated and will not participate in any  
2504 action contrary to subparagraphs (a)(1) through (a)(3) above; or

2505 (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that  
2506 those principals have not participated, and will not participate in any action contrary to  
2507 subparagraphs (a)(1) through (a)(3) above [*insert full name of person(s) in the offeror's*  
2508 *organization responsible for determining the prices offered in this bid or proposal, and the title of*  
2509 *his or her position in the offeror's organization*];

2510 (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i)  
2511 above have not participated, and will not participate, in any action contrary to  
2512 subparagraphs (a)(1) through (a)(3) above; and

2513 (iii) As an agent, has not personally participated, and will not participate, in any action  
2514 contrary to subparagraphs (a)(1) through (a)(3) above.

2515 (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a  
2516 signed statement setting forth in detail the circumstances of the disclosure.

2517 **52.204-20 Predecessor of Offeror August 2020**

2518 (a) *Definitions.* As used in this provision-

2519 *Commercial and Government Entity (CAGE) code* means-

2520 (1) An identifier assigned to entities located in the United States or its outlying areas by the  
2521 Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to  
2522 identify a commercial or government entity by unique location; or

2523 (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by  
2524 the NATO Support and Procurement Agency (NSPA) to entities located outside the United  
2525 States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch  
2526 records and maintains in the CAGE master file. This type of code is known as a NATO CAGE  
2527 (NCAGE) code.

2528 *Predecessor* means an entity that is replaced by a successor and includes any predecessors of the  
2529 predecessor.

2530 *Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the  
2531 affairs of the predecessor under a new name (often through acquisition or merger). The term "successor"  
2532 does not include new offices/divisions of the same company or a company that only changes its name.  
2533 The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending  
2534 on State law and specific circumstances.

2535 (b) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract  
2536 or grant within the last three years.

2537 (c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for  
2538 all predecessors that held a Federal contract or grant within the last three years (if more than one  
2539 predecessor, list in reverse chronological order):

2540 Predecessor CAGE code: \_\_\_\_\_ [or mark "Unknown"]

2541 Predecessor legal name: \_\_\_\_\_ (Do not use a "doing business as" name)

2542 **52.204-24 Representation Regarding Certain Telecommunications**  
2543 **and Video Surveillance Services or Equipment November 2021**

2544 The Offeror shall not complete the representation at paragraph (d)(1) of this provision if  
2545 the Offeror has represented that it "does not provide covered telecommunications equipment or  
2546 services as a part of its offered products or services to the Government in the performance of  
2547 any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-](#)  
2548 [26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of  
2549 the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or  
2550 Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this  
2551 provision if the Offeror has represented that it "does not use covered telecommunications equipment or  
2552 services, or any equipment, system, or service that uses covered telecommunications equipment or

2553 services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision  
2554 at [52.212-3](#).

2555 (a) Definitions. As used in this provision—

2556

2557 Backhaul, covered telecommunications equipment or services, critical technology, interconnection  
2558 arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings  
2559 provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video  
2560 Surveillance Services or Equipment.

2561 (b) *Prohibition.*

2562 (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year  
2563 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from  
2564 procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system,  
2565 or service that uses covered telecommunications equipment or services as a substantial or essential  
2566 component of any system, or as critical technology as part of any system. Nothing in the  
2567 prohibition shall be construed to—

2568 (i) Prohibit the head of an executive agency from procuring with an entity to provide a  
2569 service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection  
2570 arrangements; or

2571

2572 (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or  
2573 cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2574

2575 (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal  
2576 Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from  
2577 entering into a contract or extending or renewing a contract with an entity that uses any equipment,  
2578 system, or service that uses covered telecommunications equipment or services as a substantial or  
2579 essential component of any system, or as critical technology as part of any system. This prohibition  
2580 applies to the use of covered telecommunications equipment or services, regardless of whether that use is  
2581 in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

2582

2583 (i) Prohibit the head of an executive agency from procuring with an entity to provide a  
2584 service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection  
2585 arrangements; or

2586

2587 (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or  
2588 cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2589

2590 (c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award  
2591 Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for  
2592 "covered telecommunications equipment or services".

2593

2594 (d) *Representation.* The Offeror represents that—

2595

2596 (1) It  will,  will not provide covered telecommunications equipment or services to the  
2597 Government in the performance of any contract, subcontract or other contractual instrument resulting  
2598 from this solicitation. The Offeror shall provide the additional disclosure information required at  
2599 paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

2600  
2601 (2) After conducting a reasonable inquiry, for purposes of this representation,  
2602 the Offeror represents that—

2603  
2604 It  does,  does not use covered telecommunications equipment or services, or use  
2605 any equipment, system, or service that uses covered telecommunications equipment or services.  
2606 The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section  
2607 if the Offeror responds "does" in paragraph (d)(2) of this section.

2608 (e) *Disclosures.*

2609 (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded  
2610 "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the  
2611 following information as part of the offer:

2612 (i) For covered equipment—

2613  
2614 (A) The entity that produced the covered telecommunications equipment (include entity  
2615 name, unique entity identifier, CAGE code, and whether the entity was the  
2616 original equipment manufacturer (OEM) or a distributor, if known);

2617  
2618 (B) A description of all covered telecommunications equipment offered (include brand;  
2619 model number, such as OEM number, manufacturer part number, or wholesaler number; and item  
2620 description, as applicable); and

2621  
2622 (C) Explanation of the proposed use of covered telecommunications equipment and any  
2623 factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1)  
2624 of this provision.

2625  
2626 (ii) For covered services—

2627  
2628 (A) If the service is related to item maintenance: A description of all covered  
2629 telecommunications services offered (include on the item being maintained: Brand; model number, such  
2630 as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable);  
2631 or

2632 (B) If not associated with maintenance, the Product Service Code (PSC) of the service  
2633 being provided; and explanation of the proposed use of covered telecommunications services and any  
2634 factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1)  
2635 of this provision.

2636  
2637 (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has  
2638 responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the  
2639 following information as part of the offer:

2640 (i) For covered equipment—

2641  
2642 (A) The entity that produced the covered telecommunications equipment (include entity  
2643 name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if  
2644 known);  
2645

2646 (B) A description of all covered telecommunications equipment offered (include brand;  
2647 model number, such as OEM number, manufacturer part number, or wholesaler number; and item  
2648 description, as applicable); and  
2649

2650 (C) Explanation of the proposed use of covered telecommunications equipment and any  
2651 factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2)  
2652 of this provision.  
2653

2654 (ii) For covered services—  
2655

2656 (A) If the service is related to item maintenance: A description of all covered  
2657 telecommunications services offered (include on the item being maintained: Brand; model number, such  
2658 as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable);  
2659 or

2660 (B) If not associated with maintenance, the PSC of the service being provided; and  
2661 explanation of the proposed use of covered telecommunications services and any factors relevant to  
2662 determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

2663 **52.209-7 Information Regarding Responsibility Matters October 2018**

2664 (a) *Definitions.* As used in this provision-

2665 *Administrative proceeding* means a non-judicial process that is adjudicatory in nature in order to make a  
2666 determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings,  
2667 Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals  
2668 Proceedings). This includes administrative proceedings at the Federal and State level but only in  
2669 connection with performance of a Federal contract or grant. It does not include agency actions such as  
2670 contract audits, site visits, corrective plans, or inspection of deliverables.

2671 *Federal contracts and grants with total value greater than \$10,000,000* means-

2672 (1) The total value of all current, active contracts and grants, including all priced options; and

2673 (2) The total value of all current, active orders including all priced options under indefinite-  
2674 delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and  
2675 multiple-award Schedules).

2676 *Principal* means an officer, director, owner, partner, or a person having primary management or  
2677 supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a  
2678 division or business segment; and similar positions).

2679 (b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater  
2680 than \$10,000,000.

2681 (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of  
2682 this offer, that the information it has entered in the Federal Awardee Performance and Integrity  
2683 Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer  
2684 with regard to the following information:

2685 (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in  
2686 connection with the award to or performance by the offeror of a Federal contract or grant, been  
2687 the subject of a proceeding, at the Federal or State level that resulted in any of the following  
2688 dispositions:

- 2689 (i) In a criminal proceeding, a conviction.
- 2690 (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a  
2691 monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- 2692 (iii) In an administrative proceeding, a finding of fault and liability that results in-
- 2693 (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- 2694 (B) The payment of a reimbursement, restitution, or damages in excess of  
2695 \$100,000.
- 2696 (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by  
2697 consent or compromise with an acknowledgment of fault by the Contractor if the  
2698 proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i),  
2699 (c)(1)(ii), or (c)(1)(iii) of this provision.
- 2700 (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1)  
2701 of this provision, whether the offeror has provided the requested information with regard to each  
2702 occurrence.
- 2703 (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in  
2704 FAPIIS as required through maintaining an active registration in the System for Award Management,  
2705 which can be accessed via <https://www.sam.gov> (see 52.204-7).

2706 **52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony**  
2707 **Conviction under any Federal Law February 2016**

- 2708 (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing  
2709 Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent  
2710 appropriations acts, the Government will not enter into a contract with any corporation that-
- 2711 (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and  
2712 administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely  
2713 manner pursuant to an agreement with the authority responsible for collecting the tax liability,  
2714 where the awarding agency is aware of the unpaid tax liability, unless an agency has considered  
2715 suspension or debarment of the corporation and made a determination that suspension or  
2716 debarment is not necessary to protect the interests of the Government; or
- 2717 (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24  
2718 months, where the awarding agency is aware of the conviction, unless an agency has considered  
2719 suspension or debarment of the corporation and made a determination that this action is not  
2720 necessary to protect the interests of the Government.
- 2721 (b) The Offeror represents that-
- 2722 (1) It is \_\_\_ is not \_\_\_ a corporation that has any unpaid Federal tax liability that has been  
2723 assessed, for which all judicial and administrative remedies have been exhausted or have lapsed,  
2724 and that is not being paid in a timely manner pursuant to an agreement with the authority  
2725 responsible for collecting the tax liability; and
- 2726 (2) It is \_\_\_ is not \_\_\_ a corporation that was convicted of a felony criminal violation under a  
2727 Federal law within the preceding 24 months.

2728 **52.212-3 Offeror Representations and Certifications-**  
2729 **Commercial Products and Commercial Services** **November 2021**

2730 The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual  
2731 representations and certification electronically in the System for Award Management (SAM) accessed  
2732 through <https://www.sam.gov>. If the Offeror has not completed the annual representations and  
2733 certifications electronically, the Offeror shall complete only paragraphs (c) through (v)) of this provision.

2734 (a) Definitions. As used in this provision—

2735 "Covered telecommunications equipment or services" has the meaning provided in the  
2736 clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance  
2737 Services or Equipment.

2738 Economically disadvantaged women-owned small business (EDWOSB) concern means a small  
2739 business concern that is at least 51 percent directly and unconditionally owned by, and the management  
2740 and daily business operations of which are controlled by, one or more women who are citizens of  
2741 the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It  
2742 automatically qualifies as a women-owned small business eligible under the WOSB Program.

2743 Forced or indentured child labor means all work or service—

2744 (1) Exacted from any person under the age of 18 under the menace of any penalty for its  
2745 nonperformance and for which the worker does not offer himself voluntarily; or

2746 (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of  
2747 which can be accomplished by process or penalties.

2748 Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or  
2749 that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns  
2750 or exercises control of the highest level owner.

2751 Immediate owner means an entity, other than the offeror, that has direct control of the offeror.  
2752 Indicators of control include, but are not limited to, one or more of the following: ownership or  
2753 interlocking management, identity of interests among family members, shared facilities and equipment,  
2754 and the common use of employees.

2755 Inverted domestic corporation, means a foreign incorporated entity that meets the definition of  
2756 an inverted domestic corporation under [6 U.S.C. 395](#)(b), applied in accordance with the rules  
2757 and definitions of [6 U.S.C. 395](#)(c).

2758 Manufactured end product means any end product in product and service codes (PSCs) 1000-9999,  
2759 except—

2760 (1) PSC 5510, Lumber and Related Basic Wood Materials;

2761 (2) Product or Service Group (PSG) 87, Agricultural Supplies;

2762 (3) PSG 88, Live Animals;

2763 (4) PSG 89, Subsistence;

2764 (5) PSC 9410, Crude Grades of Plant Materials;

2765 (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

2766 (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

2767 (8) PSC 9610, Ores;

2768 (9) PSC 9620, Minerals, Natural and Synthetic; and

2769 (10) PSC 9630, Additive Metal Materials.

2770 Place of manufacture means the place where an end product is assembled out of components, or  
2771 otherwise made or processed from raw materials into the finished product that is to be provided to the  
2772 Government. If a product is disassembled and reassembled, the place of reassembly is not the place of  
2773 manufacture.

2774 Predecessor means an entity that is replaced by a successor and includes any predecessors of  
2775 the predecessor.

2776 Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition  
2777 on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

2778 Restricted business operations means business operations in Sudan that include power production  
2779 activities, mineral extraction activities, oil-related activities, or the production of military equipment, as  
2780 those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-  
2781 174). Restricted business operations do not include business operations that the person (as that term is  
2782 defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business  
2783 can demonstrate—

2784 (1) Are conducted under contract directly and exclusively with the regional government of  
2785 southern Sudan;

2786 (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control  
2787 in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to  
2788 be conducted under such authorization;

2789 (3) Consist of providing goods or services to marginalized populations of Sudan;

2790 (4) Consist of providing goods or services to an internationally recognized peacekeeping force  
2791 or humanitarian organization;

2792 (5) Consist of providing goods or services that are used only to promote health or education; or

2793 (6) Have been voluntarily suspended. "Sensitive technology"—

2794 Sensitive technology—

2795 (1) Means hardware, software, telecommunications equipment, or any other technology that is  
2796 to be used specifically—

2797 (i) To restrict the free flow of unbiased information in Iran; or

2798 (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

2799 (2) Does not include information or informational materials the export of which the President  
2800 does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the  
2801 International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

2802 Service-disabled veteran-owned small business concern—

2803 (1) Means a small business concern—

2804 (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or,  
2805 in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one  
2806 or more service-disabled veterans; and

2807 (ii) The management and daily business operations of which are controlled by one or more  
2808 service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe  
2809 disability, the spouse or permanent caregiver of such veteran.

2810 (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)(2), with a disability  
2811 that is service connected, as defined in [38 U.S.C. 101](#)(16).

2812 Small business concern—

2813 (1) Means a concern, including its affiliates, that is independently owned and operated, not  
2814 dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small  
2815 business under the criteria in 13 CFR part 121 and size standards in this solicitation.

2816 (2) Affiliates, as used in this definition, means business concerns, one of whom directly or  
2817 indirectly controls or has the power to control the others, or a third party or parties control or have the  
2818 power to control the others. In determining whether affiliation exists, consideration is given to all  
2819 appropriate factors including common ownership, common management, and contractual relationships.  
2820 SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

2821 Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business  
2822 concern under the size standard applicable to the acquisition, that—

2823 (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105)  
2824 by—

2825 (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically  
2826 disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

2827 (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000  
2828 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

2829 (2) The management and daily business operations of which are controlled (as defined at  
2830 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

2831 Subsidiary means an entity in which more than 50 percent of the entity is owned—

2832 (1) Directly by a parent corporation; or

2833 (2) Through another subsidiary of a parent corporation

2834 Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out  
2835 the affairs of the predecessor under a new name (often through acquisition or merger). The term  
2836 "successor" does not include new offices/divisions of the same company or a company that only changes  
2837 its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary,  
2838 depending on State law and specific circumstances.

2839 Veteran-owned small business concern means a small business concern—

2840 (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.  
2841 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is  
2842 owned by one or more veterans; and

2843 (2) The management and daily business operations of which are controlled by one or more  
2844 veterans.

2845 Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance  
2846 with 13 CFR part 127), means a small business concern that is at least 51 percent directly and  
2847 unconditionally owned by, and the management and daily business operations of which are controlled by,  
2848 one or more women who are citizens of the United States.

2849 Women-owned small business concern means a small business concern—

2850 (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly  
2851 owned business, at least 51 percent of the stock of which is owned by one or more women; and

2852 (2) Whose management and daily business operations are controlled by one or more women.

2853 (b)

2854 (1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph  
2855 (b)(2) of this provision do not automatically change the representations and certifications in SAM

2856 (2) The offeror has completed the annual representations and certifications electronically in  
2857 SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by  
2858 submission of this offer that the representations and certifications currently posted electronically at  
2859 FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial  
2860 Services, have been entered or updated in the last 12 months, are current, accurate, complete, and  
2861 applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s)  
2862 referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by  
2863 reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

2864 [Offeror to identify the applicable paragraphs at (c) through (v) of this provision that  
2865 the offeror has completed for the purposes of this solicitation only, if any.

2866 *These amended representation(s) and/or certification(s) are also incorporated in this offer and*  
2867 *are current, accurate, and complete as of the date of this offer.*

2868 *Any changes provided by the offeror are applicable to this solicitation only, and do not result in*  
2869 *an update to the representations and certifications posted electronically on SAM.]*

2870 (c) Offerors must complete the following representations when the resulting contract will be  
2871 performed in the United States or its outlying areas. Check all that apply.

2872 (1) Small business concern. The offeror represents as part of its offer that it  is,  is not a small  
2873 business concern.

2874 (2) Veteran-owned small business concern. [*Complete only if the offeror represented itself as*  
2875 *a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of  
2876 its offer that it  is,  is not a veteran-owned small business concern.

2877 (3) Service-disabled veteran-owned small business concern. [*Complete only if*  
2878 *the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this*  
2879 *provision.*] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned  
2880 small business concern.

2881 (4) Small disadvantaged business concern. [*Complete only if the offeror represented itself as*  
2882 *a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, that it  is,  is  
2883 not a small disadvantaged business concern as defined in 13 CFR124.1002.

2884 (5) Women-owned small business concern. [*Complete only if the offeror represented itself as*  
2885 *a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it  is,  is not  
2886 a women-owned small business concern.

2887 (6) WOSB concern eligible under the WOSB Program. [Complete only if  
2888 the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this  
2889 provision.] The offeror represents that-

2890 (i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the  
2891 required documents to the WOSB Repository, and no change in circumstances or adverse decisions have  
2892 been issued that affects its eligibility; and

2893 (ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127,  
2894 and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible  
2895 under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of  
2896 the WOSB concern eligible under the WOSB Program and other small businesses that are participating in  
2897 the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in  
2898 the joint venture shall submit a separate signed copy of the WOSB representation.

2899 (7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete  
2900 only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of  
2901 this provision.] The offeror represents that-

2902 (i) It  is,  is not an EDWOSB concern, has provided all the required documents to the  
2903 WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its  
2904 eligibility; and

2905 (ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127,  
2906 and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern  
2907 participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and  
2908 other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern  
2909 participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

2910 **Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed  
2911 the simplified acquisition threshold.

2912 (8) *Women-owned business concern (other than small business concern).* [Complete only if  
2913 the offeror is a women-owned business concern and did not represent itself as a small business concern in  
2914 paragraph (c)(1) of this provision.] The offeror represents that it  is a women-owned business concern.

2915 (9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business  
2916 offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or  
2917 production (by offeror or first-tier subcontractors) amount to more than 50 percent of  
2918 the contract price: \_\_\_\_\_

2919 (10) HUBZone small business concern. [Complete only if the offeror represented itself as  
2920 a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer,  
2921 that-

2922 (i) It  is,  is not a HUBZone small business concern listed, on the date of this  
2923 representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small  
2924 Business Administration, and no material changes in ownership and control, principal office,  
2925 or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part  
2926 126; and

2927 (ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR  
2928 Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone  
2929 small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of  
2930 each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.]  
2931 Each HUBZone small business concern participating in the HUBZone joint venture shall submit a  
2932 separate signed copy of the HUBZone representation.

2933 (d) Representations required to implement provisions of Executive Order 11246-

2934 (1) Previous contracts and compliance. The offeror represents that-

2935 (i) It  has,  has not participated in a previous contract or subcontract subject to the Equal  
2936 Opportunity clause of this solicitation; and

2937 (ii) It  has,  has not filed all required compliance reports.

2938 (2) *Affirmative Action Compliance*. The offeror represents that-

2939 (i) It  has developed and has on file,  has not developed and does not have on file, at each  
2940 establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41  
2941 CFR parts 60-1 and 60-2), or

2942 (ii) It  has not previously had contracts subject to the written affirmative action programs  
2943 requirement of the rules and regulations of the Secretary of Labor.

2944 (e) *Certification Regarding Payments to Influence Federal Transactions*  
2945 (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.)  
2946 By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal  
2947 appropriated funds have been paid or will be paid to any person for influencing or attempting to  
2948 influence an officer or employee of any agency, a Member of Congress, an officer or employee of  
2949 Congress or an employee of a Member of Congress on his or her behalf in connection with the award of  
2950 any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a  
2951 lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and  
2952 submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name  
2953 of the registrants. The offeror need not report regularly employed officers or employees of the offeror to  
2954 whom payments of reasonable compensation were made.

2955 (f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation  
2956 (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

2957 (1)

2958 (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision,  
2959 is a domestic end product.

2960 (ii) The Offeror shall list as foreign end products those end products manufactured in  
2961 the United States that do not qualify as domestic end products.

2962 (iii) The terms "domestic end product," "end product," "foreign end product," and "United  
2963 States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

2964 (2) Foreign End Products: List as necessary:

2965 (3) The Government will evaluate offers in accordance with the policies and procedures of  
2966 FAR [part 25](#).

2967 (g)

2968 (1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at  
2969 FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

2970 (i)

2971 (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this  
2972 provision, is a domestic end product.

2973 (B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,"  
2974 "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free  
2975 Trade Agreement country end product," "Israeli end product," and "United States" are defined in the  
2976 clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

2977 (ii) The Offeror certifies that the following supplies are Free Trade Agreement  
2978 country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products)  
2979 or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade  
2980 Agreements-Israeli Trade Act."

2981 Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani,  
2982 Panamanian, or Peruvian End Products) or Israeli End Products:

2983 [List as necessary]

2984 (iii) The Offeror shall list those supplies that are foreign end products (other than those listed  
2985 in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy  
2986 American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign  
2987 end products those end products manufactured in the United States that do not qualify as domestic  
2988 end products.

2989 Other Foreign End Products:

2990 [List as necessary]

2991 (iv) The Government will evaluate offers in accordance with the policies and procedures of  
2992 FAR [part 25](#).

2993 (2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I.*  
2994 If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following  
2995 paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

2996 (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined  
2997 in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

2998 Canadian End Products:

2999 [List as necessary]

3000 (3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.*  
3001 If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following  
3002 paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

3003 (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli  
3004 end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-  
3005 Israeli Trade Act":

3006 Canadian or Israeli End Products:

3007 [List as necessary]

3008 (4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.*  
3009 If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph  
3010 (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

3011 (g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement  
3012 country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian  
3013 end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-  
3014 Free Trade Agreements-Israeli Trade Act":

3015 Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan,  
3016 Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

3017 [List as necessary]

3018 (5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade  
3019 Agreements, is included in this solicitation.)

3020 (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of  
3021 this provision, is a U.S.-made or designated country end product, as defined in the clause of  
3022 this solicitation entitled "Trade Agreements."

3023 (ii) The offeror shall list as other end products those end products that are not U.S.-  
3024 made or designated country end products.

3025 Other End Products:

3026 [List as necessary]

3027 (iii) The Government will evaluate offers in accordance with the policies and procedures of  
3028 FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-  
3029 made or designated country end products without regard to the restrictions of the Buy American statute.  
3030 The Government will consider for award only offers of U.S.-made or designated  
3031 country end products unless the Contracting Officer determines that there are no offers for  
3032 such products or that the offers for such products are insufficient to fulfill the requirements of  
3033 the solicitation.

3034 (h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if  
3035 the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the  
3036 best of its knowledge and belief, that the offeror and/or any of its principals–

3037 (1)  Are,  are not presently debarred, suspended, proposed for debarment, or  
3038 declared ineligible for the award of contracts by any Federal agency;

3039 (2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had  
3040 a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with

3041 obtaining, attempting to obtain, or performing a Federal, state or local  
3042 government contract or subcontract; violation of Federal or state antitrust statutes relating to the  
3043 submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction  
3044 of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving  
3045 stolen property;

3046 (3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a  
3047 Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this  
3048 clause; and

3049 (4)  Have,  have not, within a three-year period preceding this offer, been notified of any  
3050 delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability  
3051 remains unsatisfied.

3052 (i) Taxes are considered delinquent if both of the following criteria apply:

3053 (A) *The tax liability is finally determined.* The liability is finally determined if it has been  
3054 assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In  
3055 the case of a judicial challenge to the liability, the liability is not finally determined until all judicial  
3056 appeal rights have been exhausted.

3057 (B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the  
3058 taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not  
3059 delinquent in cases where enforced collection action is precluded.

3060 (ii) *Examples.*

3061 (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the  
3062 taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is  
3063 not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability  
3064 until the taxpayer has exercised all judicial appeal rights.

3065 (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability,  
3066 and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing  
3067 with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS  
3068 determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the  
3069 underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is  
3070 not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this  
3071 will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

3072 (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The  
3073 taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is  
3074 not delinquent because the taxpayer is not currently required to make full payment.

3075 (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent  
3076 because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

3077 (i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order*  
3078 *13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under

3079 *this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced*  
3080 *or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]*

3081 (1) *Listed end products.*

3082 (2) *Certification. [If the Contracting Officer has identified end products and countries of origin*  
3083 *in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by*  
3084 *checking the appropriate block.]*

3085 (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that  
3086 was mined, produced, or manufactured in the corresponding country as listed for that product.

3087 (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that  
3088 was mined, produced, or manufactured in the corresponding country as listed for that product.  
3089 The offeror certifies that it has made a good faith effort to determine whether forced or indentured child  
3090 labor was used to mine, produce, or manufacture any such end product furnished under this contract. On  
3091 the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

3092 (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for  
3093 the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate  
3094 whether the place of manufacture of the end products it expects to provide in response to  
3095 this solicitation is predominantly-

3096 (1)  In the United States (Check this box if the total anticipated price of offered  
3097 end products manufactured in the United States exceeds the total anticipated price of offered  
3098 end products manufactured outside the United States); or

3099 (2)  Outside the United States.

3100 (k) *Certificates regarding exemptions from the application of the Service Contract Labor*  
3101 *Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its  
3102 certification as to compliance by its subcontractor if it subcontracts out the exempt services.)  
3103 *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

3104 (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-](#)  
3105 [4\(c\)](#)(1). The offeror  does  does not certify that-

3106 (i) The items of equipment to be serviced under this contract are used regularly for other than  
3107 Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an  
3108 exempt subcontract) in substantial quantities to the general public in the course of normal business  
3109 operations;

3110 (ii) The services will be furnished at prices which are, or are based on, established catalog or  
3111 market prices (see FAR [22.1003-4\(c\)](#)(2)(ii)) for the maintenance, calibration, or repair of such equipment;  
3112 and

3113 (iii) The compensation (wage and fringe benefits) plan for all service employees performing  
3114 work under the contract will be the same as that used for these employees and equivalent employees  
3115 servicing the same equipment of commercial customers.

3116 (2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror  does  does not certify  
3117 that-

3118 (i) The services under the contract are offered and sold regularly to non-Governmental  
3119 customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the  
3120 general public in substantial quantities in the course of normal business operations;

3121 (ii) The contract services will be furnished at prices that are, or are based on, established  
3122 catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

3123 (iii) Each service employee who will perform the services under the contract will spend only  
3124 a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an  
3125 annualized basis, or less than 20 percent of available hours during the contract period if  
3126 the contract period is less than a month) servicing the Government contract; and

3127 (iv) The compensation (wage and fringe benefits) plan for all service employees performing  
3128 work under the contract is the same as that used for these employees and equivalent employees servicing  
3129 commercial customers.

3130 (3) If paragraph (k)(1) or (k)(2) of this clause applies–

3131 (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and  
3132 the Contracting Officer did not attach a Service Contract Labor Standards wage determination to  
3133 the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

3134 (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to  
3135 execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting  
3136 Officer as required in paragraph (k)(3)(i) of this clause.

3137 (l) *Taxpayer Identification Number (TIN)* ( [26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if  
3138 the offeror is required to provide this information to the SAM to be eligible for award.)

3139 (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this  
3140 provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting  
3141 requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal  
3142 Revenue Service (IRS).

3143 (2) The TIN may be used by the Government to collect and report on any delinquent amounts  
3144 arising out of the offeror's relationship with the Government ( [31 U.S.C. 7701\(c\)\(3\)](#)). If the  
3145 resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN  
3146 provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

3147 (3) *Taxpayer Identification Number (TIN)*.

3148 TIN: \_\_\_\_\_.

3149 TIN has been applied for.

3150 TIN is not required because:

3151 Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have  
3152 income effectively connected with the conduct of a trade or business in the United States and does not  
3153 have an office or place of business or a fiscal paying agent in the United States;

3154 Offeror is an agency or instrumentality of a foreign government;

3155 Offeror is an agency or instrumentality of the Federal Government.

3156 (4) *Type of organization.*

3157 Sole proprietorship;

3158 Partnership;

3159 Corporate entity (not tax-exempt);

3160 Corporate entity (tax-exempt);

3161 Government entity (Federal, State, or local);

3162 Foreign government;

3163 International organization per 26 CFR1.6049-4;

3164 Other \_\_\_\_\_.

3165 (5) Common parent.

3166 Offeror is not owned or controlled by a common parent;

3167 Name and TIN of common parent:

3168 Name \_\_\_\_\_.

3169 TIN \_\_\_\_\_.

3170 (m) Restricted business operations *in Sudan*. By submission of its offer, the offeror certifies that  
3171 the offeror does not conduct any restricted business operations in Sudan.

3172 (n) Prohibition on Contracting with Inverted Domestic Corporations.

3173 (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for  
3174 contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic  
3175 corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with  
3176 the procedures at [9.108-4](#).

3177 (2) *Representation*. The Offeror represents that—

3178 (i) It  is,  is not an inverted domestic corporation; and

3179 (ii) It  is,  is not a subsidiary of an inverted domestic corporation.

3180 (o) Prohibition on contracting with entities engaging in certain activities or transactions relating  
3181 to Iran.

3182 (1) The offeror shall e-mail questions concerning sensitive technology to the Department  
3183 of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

3184 (2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as  
3185 provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

3186 (i) Represents, to the best of its knowledge and belief, that the offeror does not export  
3187 any sensitive technology to the government of Iran or any entities or individuals owned or controlled by,  
3188 or acting on behalf or at the direction of, the government of Iran;

3189 (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not  
3190 engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act;  
3191 and

3192 (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not  
3193 knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's  
3194 Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests  
3195 in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.)  
3196 (see OFAC's Specially Designated Nationals and Blocked Persons List  
3197 at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

3198 (3) The representation and certification requirements of paragraph (o)(2) of this provision do not  
3199 apply if-

3200 (i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a  
3201 comparable agency provision); and

3202 (ii) The offeror has certified that all the offered products to be supplied are designated  
3203 country end products.

3204 (p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be  
3205 registered in SAM or a requirement to have a unique entity identifier in the solicitation).

3206 (1) The Offeror represents that it  has or  does not have an immediate owner. If  
3207 the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond  
3208 to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

3209 (2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the  
3210 following information:

3211 Immediate owner CAGE code: \_\_\_\_\_.

3212 Immediate owner legal name: \_\_\_\_\_.

3213 (Do not use a "doing business as" name)

3214 Is the immediate owner owned or controlled by another entity:  Yes or  No.

3215 (3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that  
3216 the immediate owner is owned or controlled by another entity, then enter the following information:

3217 Highest-level owner CAGE code: \_\_\_\_\_.

3218 Highest-level owner legal name: \_\_\_\_\_.

3219 (Do not use a "doing business as" name)

3220 (q) *Representation by Corporations Regarding Delinquent Tax Liability or a*  
3221 *Felony Conviction under any Federal Law.*

3222 (1) As required by sections 744 and 745 of Division E of the Consolidated and Further  
3223 Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in  
3224 subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

3225 (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and  
3226 administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner  
3227 pursuant to an agreement with the authority responsible for collecting the tax liability, where the  
3228 awarding agency is aware of the unpaid tax liability, unless an agency has  
3229 considered suspension or debarment of the corporation and made a determination  
3230 that suspension or debarment is not necessary to protect the interests of the Government; or

3231 (ii) Was convicted of a felony criminal violation under any Federal law within the preceding  
3232 24 months, where the awarding agency is aware of the conviction, unless an agency has  
3233 considered suspension or debarment of the corporation and made a determination that this action is not  
3234 necessary to protect the interests of the Government.

3235 (2) The Offeror represents that—

3236 (i) It is  is not  a corporation that has any unpaid Federal tax liability that has been  
3237 assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that  
3238 is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting  
3239 the tax liability; and

3240 (ii) It is  is not  a corporation that was convicted of a felony criminal violation under a  
3241 Federal law within the preceding 24 months.

3242 (r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#),  
3243 Commercial and Government Entity Code Reporting.)

3244 (1) The Offeror represents that it  is or  is not a successor to a predecessor that held a  
3245 Federal contract or grant within the last three years.

3246 (2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the  
3247 following information for all predecessors that held a Federal contract or grant within the last three years  
3248 (if more than one predecessor, list in reverse chronological order):

3249 Predecessor CAGE code: (or mark "Unknown").

3250 Predecessor legal name: \_\_\_\_\_.

3251 (*Do not use a "doing business as" name*).

3252 (s) [Reserved].

3253 (t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all  
3254 solicitations that require offerors to register in SAM ( [12.301](#)(d)(1)).

3255 (1) This representation shall be completed if the Offeror received \$7.5 million or more  
3256 in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received  
3257 less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

3258 (2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

3259 (i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not  
3260 publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the  
3261 results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly  
3262 available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

3263 (ii) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does  
3264 not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a  
3265 publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific  
3266 quantity or percentage.

3267 (iii) A publicly accessible website includes the Offeror's own website or a recognized, third-  
3268 party greenhouse gas emissions reporting program.

3269 (3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision,  
3270 respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions  
3271 and/or reduction goals are reported: \_\_\_\_\_.

3272 (u)

3273 (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further  
3274 Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent  
3275 appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to  
3276 use appropriated (or otherwise made available) funds for contracts with an entity that requires employees  
3277 or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality  
3278 agreements or statements prohibiting or otherwise restricting such employees or subcontractors from  
3279 lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement  
3280 representative of a Federal department or agency authorized to receive such information.

3281 (2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements  
 3282 applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414  
 3283 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal  
 3284 department or agency governing the nondisclosure of classified information.

3285 (3) *Representation*. By submission of its offer, the Offeror represents that it will not require its  
 3286 employees or subcontractors to sign or comply with internal confidentiality agreements or statements  
 3287 prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste,  
 3288 fraud, or abuse related to the performance of a Government contract to a designated investigative or law  
 3289 enforcement representative of a Federal department or agency authorized to receive  
 3290 such information (e.g., agency Office of the Inspector General).

3291 (v) Covered Telecommunications Equipment or Services-*Representation*. Section 889(a)(1)(A) and  
 3292 section 889 (a)(1)(B) of Public Law 115-232.

3293 (1) The Offeror shall review the list of excluded parties in the System for Award Management  
 3294 (SAM) ( <https://www.sam.gov>) for entities excluded from receiving federal awards for "covered  
 3295 telecommunications equipment or services".

3296 (2) The Offeror represents that–

3297 (i) It  does,  does not provide covered telecommunications equipment or services as a part  
 3298 of its offered products or services to the Government in the performance of any contract, subcontract, or  
 3299 other contractual instrument.

3300 (ii) After conducting a reasonable inquiry for purposes of this representation, that  
 3301 it  does,  does not use covered telecommunications equipment or services, or any equipment, system,  
 3302 or service that uses covered telecommunications equipment or services.

3303 **GS1310 Organizational Conflicts of Interest – General July 2007**

3304 1. Definition. Organizational conflict of interest means that because of other activities or relationships  
 3305 with other persons, a person is unable or potentially unable to render impartial assistance or advice to the  
 3306 Government, or the persons objectivity in performing the contract work is or might be otherwise  
 3307 impaired, or a person has an unfair competitive advantage.

3308 2. Disclosure. By submission of this offer, offeror represents that it is not aware of any information  
 3309 bearing on the existence of any actual or potential organizational conflicts of interest in connection with  
 3310 this solicitation or any resulting contract, except as provided in its disclosure statement. In the disclosure  
 3311 statement, list any potential or actual organizational conflicts of interest. Describe all relevant information  
 3312 concerning any past, present, or planned interests bearing on whether this firm (including its chief  
 3313 executives and directors, any proposed consultants or subcontractors) may have a potential organizational  
 3314 conflict of interest. If no potential or actual conflicts exist, so indicate with a check mark:

3315  No potential or actual organizational conflicts of interest are known.

3316 3. Failure to provide the disclosure or representation will be deemed a minor informality (FAR 14.405)  
 3317 and the offeror will be required to promptly correct the omission. Refusal to provide the disclosure or  
 3318 representation and any additional information as required will result in disqualification of the offeror for  
 3319 award.

3320 4. The contractor agrees that, if after award he discovers an organizational conflict of interest with respect  
3321 to this contract, he shall make an immediate and full disclosure in writing to the Contracting Officer,  
3322 which shall include a description of the action which the contractor has taken or proposes to take to avoid,  
3323 eliminate, or neutralize the conflict. The Government may, however, terminate the contract for the  
3324 convenience of the Government if it would be in the best interests of the Government.

3325 5. In the event that the contractor was aware of organizational conflict of interest prior to the award of this  
3326 contract and failed to disclose the conflict to the Contracting Officer, the Government may terminate the  
3327 contract at no cost to the Government.

3328 6. If the Contracting Officer determines that a potential or actual conflict exists, the offeror will not  
3329 receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a  
3330 special contract clause or other appropriate means. The terms of any special clause are subject to  
3331 negotiation. Offerors should refer to FAR Subpart 9.5 for policies and procedures for avoiding,  
3332 neutralizing, or mitigating organizational conflicts of interest.

3333

**END OF SECTION K**

DRAFT

3334	<b>SECTION L - Instructions, Conditions, and Notices to Bidders</b>		
3335			
3336	<b>52.204-7</b>	<b>System for Award Management</b>	<b>October 2018</b>
3337	<b>52.204-16</b>	<b>Commercial and Government Entity Code Reporting</b>	<b>August 2020</b>
3338	<b>52.212-1</b>	<b>Instructions to Offerors - Commercial Items</b>	<b>November 2021</b>
3339		<b>(DEVIATION 2018-01)</b>	
3340	<b>52.214-34</b>	<b>Submission of Offers in the English Language</b>	<b>April 1991</b>
3341	<b>52.214-35</b>	<b>Submission of Offers in U.S. Currency</b>	<b>April 1991</b>
3342	<b>52.215-1</b>	<b>Instructions to Offerors - Competitive Acquisition</b>	<b>November 2021</b>
3343	<b>52.222-24</b>	<b>Preaward On-Site Equal Opportunity</b>	
3344		<b>Compliance Evaluation</b>	<b>February 1999</b>
3345	<b>52.222-46</b>	<b>Evaluation of Compensation for Professional Employees</b>	<b>February 1993</b>
3346	<b>52.222-56</b>	<b>Certification Regarding Trafficking in Persons</b>	
3347		<b>Compliance Plan</b>	<b>October 2020</b>
3348	<b>52.216-1</b>	<b>Type of Contract</b>	<b>April 1984</b>
3349	The Government contemplates award of an Indefinite Delivery/Indefinite Quantity contract type with		
3350	Firm Fixed Price (FFP) or Time and Materials/Labor Hours (T&M/LH) task orders resulting from this		
3351	solicitation.		
3352	<b>52.233-2</b>	<b>Service of Protest</b>	<b>September 2006</b>
3353	(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with		
3354	an agency, and copies of any protests that are filed with the Government Accountability Office (GAO),		
3355	shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated		
3356	acknowledgment of receipt from [Contracting Officer designate the official or location where a protest		
3357	may be served on the Contracting Officer].		
3358	(b) The copy of any protest shall be received in the office designated above within one day of filing a		
3359	protest with the GAO.		
3360	<b>1452.233-2</b>	<b>Service of Protest.</b>	
3361	As prescribed in 1433.106, the provision at FAR 52.233-2, Service of Protest, shall be modified before		
3362	insertion into solicitations and contracts by changing the title of the provision to read: "Service of Protest		
3363	Department of the Interior (JUL 1996) (Deviation)"; and adding the following sentence to the end of the		
3364	provision:		
3365	“(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the		
3366	protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property,		
3367	1849 C Street, NW., Room 6511, Washington, DC 20240.”		
3368			
3369			



3417 (1) The offeror is a current Government employee, such employee's spouse or minor child, or a former  
3418 DOI/bureau employee;

3419 (2) The offeror is a business concern substantially owned or controlled by one or more current  
3420 Government employees or such employee's spouse or minor child, or a former DOI/bureau employee; or

3421 (3) The offeror has employed in the preparation of this proposal or plans to employ on any contract  
3422 resulting from this solicitation a current Government employee or former DOI/bureau employee.

3423 (c) Disclosure requirements regarding former employees are limited to former regular employees of the  
3424 DOI/bureaus whose federal employment terminated within two years prior to submission of this proposal.  
3425 Involvement of such employees, either in preparing the proposal or under any resultant contract, is not  
3426 necessarily precluded, but each case must be reviewed against standards of conduct and procurement  
3427 integrity restrictions on former employees.

3428 **GS2113 Organizational Conflict of Interest Disclosure July 2001**

3429 (a) The contracting officer considers that there is potential for organizational conflicts of interest  
3430 involving this procurement or services to be performed under the resultant contracts, as follows:

3431 (b) If the prospective Contractor is aware of any information bearing on the existence of any potential  
3432 organizational conflict of interest, as defined in FAR 9.5, it shall provide a disclosure statement in its  
3433 proposal which describes all relevant information concerning any past, present, or planned interests  
3434 bearing on whether it (including its chief executives and directors, or any proposed consultant or  
3435 subcontractor) may have a potential organizational conflict of interest.

3436 (c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall  
3437 not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a  
3438 special contract clause or other appropriate means. The terms of any special clause are subject to  
3439 negotiation. Prospective Contractors should refer to FAR Subpart 9.5 for policies and procedures for  
3440 avoiding, neutralizing, or mitigating organizational conflicts of interest.

3441 **GS2114 Exceptions to Solicitation Terms and Conditions July 2001**

3442 Offerors must state in their proposals any exceptions taken to the terms and conditions of the solicitation.  
3443 Omission of such a statement will be construed as the offeror's acceptance of all solicitation terms and  
3444 conditions. Exceptions shall be stated in a cover letter conveying the proposal. Identify the term or  
3445 condition, state the reasons for the exception, and provide any other information concerning the  
3446 exception(s).

3447 **GS2115 Independent Review of Protests to the Agency August 2001**

3448 Interested parties may request an independent review at a level above the Contracting Officer of protests  
3449 filed directly with the agency. This review is available as an alternative to consideration of the protest by  
3450 the Contracting Officer. Requests for independent review shall be submitted to the Chief of the  
3451 acquisition office issuing the solicitation, who will designate the official(s) to conduct the independent  
3452 review.

3453 **Procurement Integrity Act**

3454 Offerors' attention is directed to the provision 52.215-1(e) and FAR 3.104-5 for a discussion on marking  
3455 and proprietary proposal information. Offerors should put the following notice on the top of each copy of  
3456 its proposal:

3457 “This proposal shall be used and disclosed for evaluation purposes only, and a copy of this Government  
 3458 notice shall be applied to any reproduction or abstract thereof. Any authorized restrictive notices that the  
 3459 submitter places on this proposal shall also be strictly complied with. Disclosure of this proposal outside  
 3460 the Government for evaluation purposes shall be made only to the extent authorized by, and in accordance  
 3461 with, law.”

#### 3462 **Authorized Official and Submissions of Proposal**

3463 The original proposal must be signed by an official authorized to bind your organization and must  
 3464 stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be  
 3465 submitted electronically only to the following email box - [gs\\_chs@usgs.gov](mailto:gs_chs@usgs.gov). Hard copy or facsimile  
 3466 proposal will not be accepted for this solicitation. Late proposals will be rejected as untimely submission.

#### 3467 **GS2150 Proposal Format and Submission Instructions (Modified) August 2001**

3470 **Proposal Organization:** Proposals shall be submitted in two separate volumes as set forth in the below  
 3471 table; one volume containing the “Technical Proposal” and one volume containing the “Business  
 3472 Management Proposal”. **Both Volumes of the proposal shall be submitted as a PDF file via email only**  
 3473 **to the Contracting Offer at [gs\\_chs@usgs.gov](mailto:gs_chs@usgs.gov).** All files shall be searchable and allow copy/paste  
 3474 functionality. No document or copy protections shall be used.  
 3475

3476 Each volume shall be written on a stand-alone basis so that its contents may be evaluated independently.  
 3477 Information required for proposal evaluation that is not found in its designated volume will be assumed to  
 3478 have been omitted from the proposal. Cross-referencing within a proposal volume across Factors or Sub-  
 3479 Factors is not permitted.

3480 Each volume may contain a glossary of all abbreviations and acronyms used that will not count towards  
 3481 the page limitations.  
 3482

3483 **Proposal Format:** Offerors are cautioned to follow all instructions very carefully in order to assure the  
 3484 Government receives all requested information and consistent information in a form that will facilitate  
 3485 proposal evaluation. These instructions are not evaluation factors for this solicitation. The evaluation  
 3486 factors are contained in Section M.  
 3487  
 3488

VOLUME I: TECHNICAL PROPOSAL FORMAT			
Factors	Sub-Factors	File Reference	Page Limit
<b>FACTOR A: TECHNICAL APPROACH</b>	Technical Approach	A-1	20 pages
	Information Technology Security, and Access Controls	A-2	20 pages
	Application, Data Hosting, and Portability	A-3	20 pages
	Task Orders:	A-4	N/A
	Cloud Hosting Service II Transition Day One Task Order – Attachment D	A-4.1	20 pages
	National Water Information System (NWIS) <b>Sample</b> Task Order – Attachment E	A-4.2	10 pages
	Data Lake <b>Sample</b> Task Order – Attachment F	A-4.3	10 pages
	Project Management	B-1	10 pages

<b>VOLUME I: TECHNICAL PROPOSAL FORMAT</b>			
<b>Factors</b>	<b>Sub-Factors</b>	<b>File Reference</b>	<b>Page Limit</b>
<b>FACTOR B: MANAGEMENT APPROACH</b>	Key Positions	B-2	10-page limit on how these key positions interact to form an effective management team 2-page limit on each resume
	Quality Assurance Surveillance Plan	B-3	No limit
<b>FACTOR C: PAST PERFORMANCE and CLOUD EXPERIENCE</b>	Cloud Experience	C-1	3 pages per contract experience; 3 examples
	Past Performance	C-2	10 pages; no page limits on past performance questionnaires.
<b>VOLUME II: BUSINESS MANAGEMENT PROPOSAL FORMAT</b>			
<b>Factors</b>	<b>Sub-Factors</b>	<b>File Reference</b>	<b>Page Limit</b>
<b>FACTOR D: COST/PRICE PROPOSAL</b>	Cover Letter & Introductory Narrative	D-1	3
	SF 33 and SF 30 (if appropriate)	D-2	N/A
	Section B Schedule of Services	D-3	N/A
	Section K Contractor Certification and Representations (prime and subs)	D-4	N/A
	Prime – Supporting Cost Proposal, including Pricing Model	D-5	N/A
	Subcontractor – Supporting Cost Proposal, including Pricing Mode, and Small Business Subcontracting Plan (if applicable)	D-6	N/A
	Price Proposal for Task Order # 1 CHS II Transition	D-7	N/A
	Price Proposal for Task Order # 2 NWIS Task Order Pricing	D-8	N/A
	Price Proposal for Task Order # 3 Data Lake	D-9	N/A
	Personnel Availability Chart	D-10	N/A
<b>FACTOR E: SMALL BUSINESS PARTICIPATION AND SUBCONTRACTING PLAN</b>	Small Business Participation Commitment Document	E-1	N/A
	Small Business Subcontracting Plan	E-2	N/A
<b>FACTOR F: TOTAL PROFESSIONAL EMPLOYEE COMPENSATION PLAN</b>		F	N/A

VOLUME I: TECHNICAL PROPOSAL FORMAT			
Factors	Sub-Factors	File Reference	Page Limit
FACTOR G: SUPPLIER RISK QUESTIONNAIRE		G	See Questionnaire for page limit

3489  
3490 Page Size and Format. A page is defined as one side of a sheet, 8½” x 11”, with at least one-inch margins  
3491 on all sides. Every page upon which printing appears will count against the page limits. Fold-out pages  
3492 may be used where appropriate but, except as noted above, each fold-out will count as the equivalent  
3493 number of 8½” x 11” pages based on area rounded up to the nearest whole number. That is: an 11” x 17”  
3494 fold-out page with printing on one side will count as two pages, whereas an 11” x 20” fold-out page with  
3495 printing on one side will count as three pages. Illustration, charts, etc., are all included in the limitation  
3496 total. The acceptable type fonts are either Times New Roman or Arial 12 point or larger. Font size for  
3497 text in figures and tables shall be 8 point or larger. Offerors are cautioned that pages not in compliance  
3498 with this solicitation instruction will not be considered in the evaluation and will be returned to the  
3499 Offeror. Cover and title pages (with no more text than needed to identify the subsequent pages), tables of  
3500 contents, indices, tabs/dividers (without text except section titles) and an acronym list (if so included) are  
3501 excluded from any page count specified. An Offeror’s compliance matrix is not included in the page  
3502 count.

3503  
3504 Proposals are to be neat, legible, and orderly. Content is more important than quantity. A concise and  
3505 comprehensive proposal is desired. Organization, clarity, accuracy of information, relevance, and  
3506 completeness are important. Statements such as “will comply” or “noted and understood” without  
3507 supporting narrative to define compliance are not acceptable. Elaborate brochures or other presentations  
3508 beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork and  
3509 expensive visual or other presentation aids are not necessary.

3510  
3511 No classified information is required and therefore shall not be provided.

3512  
3513 No cost or pricing information shall be included in the Technical Proposal (Volume I). If pricing is  
3514 included in Volume I, it will be considered non-compliant and may result in removal of the proposal from  
3515 further evaluation.

3516  
3517 Any pages in excess of the respective page limitations specified for each Volume/Tab, as set forth below,  
3518 shall not be considered during the evaluation of the proposal.

3519  
3520 The offeror shall make a clear statement on the cover page that the proposal is valid for a minimum of  
3521 180 days from the proposal due date.

3522  
3523 **The Government will not accept alternate proposals.** If the Offeror fails or refuses to assent to any of  
3524 the terms and conditions of this solicitation, proposes additional terms or conditions, or fails to submit  
3525 any of the information required by this solicitation, then the Government will consider the offer to be  
3526 unacceptable, which will make the Offeror ineligible for contract award.

3527

## 3528 TECHNICAL PROPOSAL INSTRUCTIONS

3529  
3530 The Technical Proposal shall be sufficient to enable technical evaluation personnel to make a thorough  
3531 and complete evaluation and to arrive at a sound determination as to whether the requirements of this

3532 solicitation are understood and satisfied. To facilitate this evaluation, the Technical Proposal shall be  
3533 sufficiently specific, detailed, and complete to demonstrate clearly and fully that the Offeror has a  
3534 thorough understanding of the requirements for, and technical problems inherent in, the requirements of  
3535 the solicitation. Reference any relevant past experience to support and validate the proposed solution set.  
3536

3537 Each proposal must be sufficiently complete to demonstrate an understanding of and an ability to comply  
3538 with all the requirements referenced in the applicable solicitation and performance work statement.

3539 Clarity, completeness, and conciseness are essential, and the quality of the proposal will be evaluated in  
3540 the context of being representative of the Offeror's product/services.

3541  
3542 In preparing the proposal, emphasis should be placed on brief, complete, and factual data in the areas set  
3543 forth in the solicitation. Maximum use should be made of tables and information summaries in describing  
3544 the proposed efforts.

3545  
3546 The Technical Proposal shall consist of the following components.  
3547

## 3548 **FACTOR A: TECHNICAL APPROACH**

3549

### 3550 **Sub Factor A.1 Technical Approach**

3551

3552 • The Offeror shall describe the overall technical approach, organization, tools, and standards. The  
3553 Offeror shall describe how the overall technical approach addresses the long-term USGS/DOI goals  
3554 and objectives. The Offeror shall describe the "best practices" that the Offeror would utilize for the  
3555 Cloud Hosting Solutions solicitation scope of work. The Offeror shall describe specifics as to how  
3556 these best practices are implemented including any processes, tools, and frameworks that are unique  
3557 to the Offeror's organization, including examples of implementing something similar in the past and  
3558 how this corporate knowledge will be applied to USGS/DOI. Describe how your contract team  
3559 proposes to provide innovative approaches while minimizing risk to project activities.

3560 • The Offeror shall describe the approach to managing work across task orders, ensuring overall  
3561 contract performance through integrated and/or common processes, procedures, and communication  
3562 across task orders. Describe the communication and reporting mechanisms, including content and  
3563 frequency, which your team would utilize when working with Government project managers, Senior  
3564 Managers, and the USGS COR. Describe your approach to eliciting requirements from stakeholders  
3565 and communicating these requirements. Communications should include, but are not limited to scope,  
3566 schedule, cost, and technical status.

3567 • The Offeror shall describe how to leverage cloud native tool sets for the overall management and  
3568 governance processes. The Offeror shall describe how tools will provide an ability for cost control  
3569 and resource utilization along with threshold identification. The Offeror shall describe how they will  
3570 ensure that staff has the skills and tools to implement a Hybrid Data Center and leverage multiple  
3571 cloud computing providers for an efficient, streamlined Department enterprise architecture approach.  
3572 The Offeror shall describe (with examples) how to leverage knowledge and implementation of the  
3573 following:

- 3574 • Business continuity and disaster recovery
- 3575 • Artificial intelligence and machine learning
- 3576 • Development, security, and operations environment
- 3577 Container orchestration, maintenance, automation, and security

3578

### 3579 **Sub Factor A-2 Information Technology Security and Access Controls**

3580

- 3581 • The Offeror shall demonstrate that all third-party cloud service provider's (CSP) Infrastructure as a  
3582 Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS) offerings obtained  
3583 through the Offeror, must bear a Joint Authorization Board (JAB) Provisional Authority to Operate  
3584 (P-ATO) or Agency Authorization to Operate (ATO) issued under FedRAMP. While not the  
3585 Offeror's direct responsibility, the Government must also be able to obtain, from the FedRAMP  
3586 Program Management Office (PMO), the CSP's FedRAMP authorization package and most recent  
3587 continuous monitoring reports detailing discovered technical vulnerabilities, weaknesses, and open  
3588 and closed Plans of Action and Milestones (POA&M). The Offeror shall demonstrate that any  
3589 systems or third-party cloud services provided by the Offeror will be capable of supporting IPv6  
3590 communication for all internal and external network interfaces. The Offeror shall demonstrate that all  
3591 system components and services including cloud services, provided through the contract, utilize  
3592 cryptographic modules that are FIPS 140-2 compliant. The Offeror shall describe their expertise in  
3593 understanding and applying security standards, controls, and requirements, including those defined by  
3594 federal laws, NIST, and DOI.  
3595
- 3596 • The Offeror shall demonstrate how they perform and manage the following security operations for  
3597 any components of the system:
- 3598 • Automated scans for vulnerability and security policy compliance across all cloud accounts  
3599 created under the contract, including virtual data center compliance through CSP APIs or  
3600 through credentialed and non-credentialed network scanning of host OS, web applications,  
3601 virtual machines, containers, container images, and Database Management Systems
  - 3602 • Security assessment of code through the Continuous Integration Continuous Deployment  
3603 (CI/CD) pipelines
  - 3604 • Patch management
  - 3605 • Antivirus and malware detection
  - 3606 • Security information and event management (SIEM)
  - 3607 • Configuration management
  - 3608 • Cybersecurity incident response
  - 3609 • FISMA reporting for any component of the system, including annual and quarterly data  
3610 collection coordination with DOI System Owners. Contractors must provide DOI with the  
3611 requested information based on the timeframes provided with each request. Contractor  
3612 systems must comply with near real time feeds in accordance with Department of Homeland  
3613 Security (DHS) Continuous Diagnostics and Mitigation (CDM) requirements as coordinated  
3614 by DOI. Reporting requirements are determined by OMB and may change each reporting  
3615 period. The Contractor will provide DOI with all information to fully satisfy FISMA  
3616 reporting requirements for Contractor systems.  
3617
- 3618 • The Offeror shall provide its own proposed approach or the CSP's proposed approach for the  
3619 following additional information security and access controls:
- 3620 i. Information Security
    - 3621 1. Managing supply chain risk for hardware, software, APIs, and other system  
3622 components.
    - 3623 2. Automated breach identification and any processes for breach mitigation, isolation,  
3624 and reporting.
    - 3625 3. Self-service and automated tools for handling data spills of classified or other  
3626 controlled information.
    - 3627 4. Ability to securely delete data in unclassified environments.
  - 3628 ii. Access Controls:

- 3629 1. Managing technical policies at all hierarchical identity levels from one account to all  
3630 accounts globally, and the ability to control access to services and restrict  
3631 configuration parameters.  
3632 2. Highly granular attribute and role-based access control configuration, and the ability  
3633 to assign permissions to roles in accordance with technical policies.  
3634 3. Object and resource access control management, including data and resource tagging.  
3635 4. Token-based and time-limited federated authentication allowing a user to assume a  
3636 role within the cloud environment at all classification levels.  
3637 5. Indicate which access control capabilities are available via web interface, command  
3638 line interface (CLI) application, and/or application programming interface (API).  
3639

### 3640 **Sub Factor A-3 Application, Data Hosting, and Portability**

- 3641
- 3642 • The Offeror shall describe their vision for a best-in-class customer experience and on-boarding  
3643 process as well as how they plan to implement and support them. The Offeror shall describe their  
3644 process managing the work activities queue and how they are innovative in offering quick to market  
3645 schedule.
  - 3646 • The Offeror shall describe how to implement a full data center migration, (i.e., approach to migrating  
3647 a USGS Data Center from on premise to cloud platform to include architecture and operations  
3648 concept for data ingest, data archive, data systems transition, access mechanisms, etc.). The Offeror  
3649 shall provide past examples of data center migration activities.
  - 3650 • The Offeror shall describe an overall approach to migration activities. The Offeror shall describe how  
3651 to implement a scalable solution to migrate multiple applications to the most effective set of cloud  
3652 technologies available including serverless/microservices architecture, batch compute,  
3653 containerization, NoSQL databases, elastic search, etc., and avoid simplistic and costly “lift and shift”  
3654 strategies that simply “copy” on prem servers and VMs to the cloud. The Offeror shall describe their  
3655 expertise in migrating existing cloud workloads from one Cloud Service Provider to another. The  
3656 Offeror shall describe their experience in successfully transitioning to multiple cloud infrastructures,  
3657 platforms, and software.

### 3658 **Sub Factor A-4 Task Orders**

3659 The Offeror shall respond to the following representative tasks. Throughout the Technical Proposal  
3660 volume, the Offeror’s proposal will be evaluated for its demonstrated understanding of the requirements.  
3661 Any assumptions made will be assessed for reasonableness.  
3662

#### 3663 **A-4.1 Task Order #1: CHS II Transition**

3664

3665 The response to this Task Order is expected to be issued at time of contract award. The Offeror shall  
3666 provide efficient and innovative technical support for the USGS Cloud vision to routinely migrate current  
3667 cloud applications from the current AWS environment to the offer platform choice. Integration of these  
3668 applications support local, regional, nationwide, and global science use cases and in all cases provide  
3669 support to natural resource managers and in some cases support health and safety for our nation. Many  
3670 decisions makers rely on these USGS systems to monitor natural hazards and time critical decisions.  
3671

- 3672
- 3673 • The Offeror shall provide a plan for contract transition including a task plan for this task order to  
3674 included (at a minimum) approach, scope, schedule, staffing (using titles from the skill matrix) by  
3675 month and the basis-of-estimate. It is requested that a schedule primarily focused on major  
3676 milestones and key deliverables be provided in soft copy using Microsoft Project (exported to  
3677 PDF).  
3678

- 3679 • A representative sample Monthly Project Status Review as described in Task Order Objectives,  
3680 which includes performance metrics.  
3681 • This task order is labor hours.  
3682

#### 3683 **A-4.2 Task Order #2: National Water Information System (NWIS)**

3684  
3685 This is a sample Task Order for evaluation of the proposal. The response to this Task Order is expected  
3686 to demonstrate the Offeror's ability to plan a technical effort to support redesign, coding modification and  
3687 containerization for the development of National Water Information Systems migration to a Cloud  
3688 platform. The task plan should address the project management, systems and software engineering  
3689 necessary to develop, modernize, enhance, maintain, and operate a science monitoring system and  
3690 provide advanced interactive access to science information.

3691 The response should consider:

- 3692
- 3693 • A task plan for this task order to included (at a minimum) approach, scope, schedule, staffing  
3694 (using titles from the skill matrix) by month and the basis-of-estimate. It is requested that a  
3695 schedule primarily focused on major milestones and key deliverables be provided in soft copy  
3696 using Microsoft Project (exported to PDF).
  - 3697 • A representative plan that provides a description of the review process, deliverables, and a  
3698 description or sample Monthly Project Status Review as described in Task Order Objectives,  
3699 which includes performance metrics.
  - 3700 • This task order is labor hours.
- 3701

#### 3702 **A-4.3 Sample Task Order #3: Data Lake**

3703  
3704 This is a sample Task Order for evaluation of the proposal. The response to this Data Lake Order is  
3705 expected to demonstrate a representative plan that provides a description of efficient and innovative  
3706 technical support for the USGS Cloud vision and migrate current USGS data sets into the Cloud  
3707 environment. Additionally, USGS is encouraging innovative ways to demonstrate usage and access  
3708 mechanisms for those available data sets. Integration of these data sets and supporting applications  
3709 support local, regional, nationwide, and global science use cases and in all cases provide support to  
3710 natural resource managers and in some cases support health and safety for our nation. Many decisions  
3711 makers rely on these USGS systems to monitor hazards and time critical decisions.

3712  
3713 The response should consider:

- 3714
- 3715 • A task plan for this task order to included (at a minimum) approach, scope, schedule, staffing  
3716 (using titles from the skill matrix) by month and the basis-of-estimate. It is requested that a  
3717 schedule primarily focused on major milestones and key deliverables be provided in soft copy  
3718 using Microsoft Project (exported to PDF).
  - 3719 • A representative plan that provides a description of the review process, deliverables, and a  
3720 description or sample Monthly Project Status Review as described in Task Order Objectives,  
3721 which includes performance metrics.
  - 3722 • This task order is labor hours.
- 3723

#### 3724 **Sub Factor A-5 Section 508 Standards**

- 3725
- 3726 1. Provide an Accessibility Conformance Report (ACR) for each commercially available  
3727 Information and Communication Technology (ICT) item offered through this contract. Create the

3728 ACR using the Voluntary Product Accessibility Template Version 2.1 or later, located  
3729 at <https://www.itic.org/policy/accessibility/vpat>. Complete each ACR in accordance with the  
3730 instructions provided in the VPAT template. Each ACR must address the applicable Section 508  
3731 requirements referenced in the Work Statement. Each ACR shall state exactly how the ICT meets  
3732 the applicable standards in the remarks/explanations column, or through additional narrative. All  
3733 "Not Applicable" (N/A) responses must be explained in the remarks/explanations column or  
3734 through additional narrative. Address each standard individually and with specificity, and clarify  
3735 whether conformance is achieved throughout the entire ICT Item (for example - user  
3736 functionality, administrator functionality, and reporting), or only in limited areas of the ICT  
3737 Item. Provide a description of the evaluation methods used to support Section 508 conformance  
3738 claims. The agency reserves the right, prior to making an award decision, to perform testing on  
3739 some or all of the Offeror's proposed ICT items to validate Section 508 conformance claims  
3740 made in the ACR.

- 3741 2. Describe your approach to incorporating universal design principles to ensure ICT products or  
3742 services are designed to support disabled users.
- 3743 3. Describe plans for features that do not fully conform to the Section 508 Standards.
- 3744 4. Describe "typical" user scenarios and tasks, including individuals with disabilities, to ensure fair  
3745 and accurate accessibility testing of the ICT product or service being offered.

3746

## 3747 **FACTOR B: MANAGEMENT APPROACH**

3748

### 3749 **Sub Factor B-1 Project Management**

3750

3751 The Offeror shall describe the proposed organization and the management processes that will be used for  
3752 performance of the contract. Summarize the Project Management Plan. At a minimum, the Offeror shall  
3753 include the following management methods:

3754

#### 3755 • **ORGANIZATION**

3756

- 3757 ▪ **Corporate Organization:** Include a corporate organizational chart that will indicate the  
3758 Offeror's CHS III support program in its corporate structure and if subcontractor(s) are  
3759 proposed, the location of the subcontractor(s) and their interfaces with the Offeror's  
3760 organizational structure, and the nature and extent of the work to be performed by the  
3761 Contractor or subcontractor(s).
- 3762 ▪ **Offeror's Contract Organization & Staff:** Include the Offeror's proposed contract  
3763 organization and staffing plan across all tasks. Provide information that demonstrates the  
3764 Offeror's ability to plan for the proper staffing based on the technical approach proposed  
3765 phasing required by the contract and show technical and management leads across all task  
3766 orders and scope of work.
- 3767 ▪ **Skills Matrix:** Include a technical skills position matrix that shows the various skill groups,  
3768 skill levels, and the training/certification(s) and experience associated with each skill level.  
3769 The matrix table shall be provided in the proposal, whereas a maximum of 5 pages of detailed  
3770 position descriptions may be included in an attachment and not applied to the page limitation.  
3771  
3772  
3773

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3781

- **Subcontract Management:** Proposals will be evaluated on the proposed approach to subcontract management and its influence on the workforce and technical work required by the CHS III contract. Proposals will be evaluated on how the prime contractor and subcontractors will work effectively as an integrated unit. Proposals will be evaluated on any methods (e.g., use of contract fees) that program management will use to motivate positive performance by subcontractors. Proposals will be evaluated on the level of insight by the Government to the technical and cost performance of subcontractors.

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- **MANAGEMENT PROCESSES**

The Offeror shall provide a description of the management processes and tools used within financial, workforce, schedule, and other processes. The Offeror shall include:

- **Staff Management:** Provide information which demonstrates the ability to manage and maintain a skilled workforce to perform the technical support work required for the CHS III scope of work including:
  - The process for effectively and efficiently managing the assignment of technical skilled staff to tasks and make skill mix assignments and adjustments for new and/or increasing/changing work requirements. Please describe examples of previous responsiveness.
  - The processes employed to capture, train and retain qualified staff to maintain a proper skill mix and staffing level. The processes and timeline for staff hiring expectations.
  - The process for the use of temporary or part-time staff, short-term experts, and corporate reach-back to enhance flexibility in meeting special, short-term, or less than full-time skills resource requirements.
- **Schedule Management:** The Offeror shall describe their proposed approach to developing and managing schedules that support the scope of work described within the contract and its tasks. Include processes used to manage external dependencies as well as schedule margin, slack, and critical path, including the relationship between any incremental builds and the risk reduction activities and milestone reviews.
- **Risk Management:** The Offeror shall explain the manner in which risks will be identified, mitigated, and tracked. Describe the approach to the integration of risk management with schedule, cost, and technical control methodologies. Describe the high impact and probability risks in a risk register.

**Sub Factor B-2 Key Positions**

- The Offeror shall provide brief position descriptions including major duties, authorities, and educational and experience requirements for the following key positions:
  - Program Manager
  - Project Manager
  - Business Manager
  - Enterprise Architect
  - Information Technology and Cloud Security Architect
  - Software Development Manager
  - Up to three additional critical management or technical position(s) of your choice
- The Offeror shall describe how these positions interact to form an effective management team (limited to five (5) pages). Also, provide professional certifications for cloud, agile and Project Management that each of your key positions hold.

- 3832 • The Offeror shall provide the name and resume for the individuals proposed to fill the Program  
3833 Manager, Development Manager, and positions at a minimum. Attach a signed statement of  
3834 availability for the project. Resumes and signed statements shall be attachments to the Offeror's  
3835 proposal. Resumes shall be limited to two (2) pages. Offerors shall describe and provide a statement  
3836 of continued availability of individuals proposed, which shall be included prior to submission of any  
3837 revised final offer.  
3838

### 3839 **Sub Factor B-3 Quality Assurance Surveillance Plan (QASP)**

3840

- 3841 • The Offeror shall provide a QASP that describes its systematic quality assurance methods used by  
3842 the Offeror to evaluate and validate that the Offeror's quality control efforts are timely, effective, and  
3843 are delivering the performance for the stated contract.  
3844 • The QASP shall provide specific details on how the Offeror will survey, observe, test, sample,  
3845 evaluate, and document performance results to determine if performance requirements are being met .  
3846 • This QASP shall explain the following:  
3847 • What will be monitored?  
3848 • How monitoring will take place?  
3849 • Who will conduct the monitoring?  
3850 • How monitoring efforts and results will be documented and reported to the government?  
3851 • The QASP shall not detail how the Offeror accomplishes the work. Rather, the QASP is created  
3852 with the premise that the contractor is responsible for management and quality control actions to meet  
3853 the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in  
3854 evaluating performance.  
3855 • The QASP should recognize that unforeseen and uncontrollable situations may occur.  
3856 • The QASP is a "living document" and the Offeror may review and revise it on a regular basis.  
3857 However, the Offeror will coordinate changes with the government (CO/COR). Updates will ensure  
3858 that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and  
3859 revisions will be retained in the contract file.  
3860

## 3861 **FACTOR C: CLOUD EXPERIENCE AND PAST PERFORMANCE**

### 3862 **Sub Factor C-1 Cloud Experience**

3863

#### 3864 Information Technology Experience

3865

- 3866 • The Offeror shall submit a minimum of three (3) and a maximum of five (5) relevant projects that  
3867 best demonstrate your experience on relevant projects that are similar in size, scope, and  
3868 complexity to the RFP for IaaS and/or PaaS. For purposes of this evaluation, a relevant project is  
3869 further defined as a project similar in size, scope, and complexity to the SOO.  
3870

3871 Projects submitted for the Offeror shall be completed within the past five (5) years of the date of  
3872 issuance of this RFP.  
3873

3874 The attached Experience Project Data Sheet (Attachment A) is MANDATORY and SHALL be  
3875 used to submit project information. Except as specifically requested, the Government will not  
3876 consider information submitted in addition to this form. Individual blocks on this form may be  
3877 expanded; however, total length for each project data sheet shall not exceed two (2) single-sided  
3878 pages.  
3879

3880 For all submitted projects, the description of the project shall clearly describe the scope of work

3881 performed and the relevancy to the project requirements of this RFP.

3882

3883 If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects  
3884 completed by the Joint Venture entity. If the Joint Venture does not have shared experience,  
3885 projects may be submitted for the Joint Venture members. Offerors who fail to submit experience  
3886 for all Joint Venture members may be rated lower. Offerors are still limited to a total of five (5)  
3887 projects combined.

3888

3889 If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD  
3890 member companies (name is not exactly as stated on the SF1449), the Proposal shall clearly  
3891 demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the  
3892 performance of the contract.

3893

3894 Corporate Experience:

3895

3896 • The Government shall assess the breadth, depth, relevance, and currency of the Offeror's  
3897 experience based on data provided in Corporate Experience. The Offerors shall submit data on  
3898 current contracts performed by the Offeror or its proposed significant subcontractors (defined as a  
3899 subcontractor that will be performing 10 percent of the proposed contract value or \$5,000,000,  
3900 whichever is less) for efforts similar and relevant to the requirements of the RFP. Relevant for  
3901 the prime contractor is defined as a contract equal to or exceeding \$5,000,000 for efforts similar  
3902 in scope to the requirements of this RFP. Current contracts are considered to include work done  
3903 within the last five years.

3904

3905 • Corporate experience shall be submitted for no less than three, but no more than five of the most  
3906 current and relevant contracts (prime and subcontractors combined, but at least one from the  
3907 prime). If an Offeror does not have relevant Federal Government contracts, data of state  
3908 Governments, local Governments, or commercial contracts, in that order, may be provided.

3909

3910 • Corporate experience information is limited to a maximum of two pages per contract.

3911

3912 • OFFERORS ARE CAUTIONED THAT FAILURE TO SUBMIT A TOTAL PROFESSIONAL  
3913 EMPLOYEES COMPENSATION PLAN AS OUTLINED ABOVE MAY CAUSE:

3914

- 3915 a. Adverse assessment of the proposal;  
3916 b. No further evaluation of the proposal; or  
3917 c. Rejection of the proposal.

3918

3919 All Offerors proposing under this solicitation hereby assume the total responsibility of submitting the  
3920 above plan and the total risk that may result from failure to submit the plan as outlined above.

3921 Sub Factor C-2 Past Performance

3922

3923 (a) Solicitation Submittal Requirements:

3924

3925 If a completed Contractor Performance Appraisal Report (CPAR) evaluation is available, it shall  
3926 be submitted with the proposal for each project included in Factor C-1 for experience. If there is  
3927 not a completed CPAR evaluation, then submit Past Performance Questionnaires (Attachment B)  
3928 for each project included in Factor C-1 for Experience. The Offeror shall provide completed Past  
3929 Performance Questionnaires (PPQ) in the proposal. Offerors shall not incorporate by reference

3930 into their Proposal PPQs previously submitted for other RFPs. However, this does not preclude  
3931 the Government from utilizing previously submitted PPQ information in the past performance  
3932 evaluation. If the Offeror is unable to obtain a completed PPQ from a client for a project(s)  
3933 before proposal closing date, the Offeror shall complete and submit with the proposal the first  
3934 page of the PPQ, which will provide contract and client information for the respective project(s).  
3935 The Government may make reasonable attempts to contact the client noted for that project(s) to  
3936 obtain the PPQ information. However, Offerors should follow-up with clients/references to help  
3937 ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted  
3938 directly to the Government's point of contact, Vickie Floyd, [gs\\_chs@usgs.gov](mailto:gs_chs@usgs.gov).

3939  
3940 Offerors shall provide any information on problems encountered and the corrective actions taken  
3941 on projects submitted under Factor C-1 – Experience. Offerors shall address any adverse past  
3942 performance issues. Explanations shall not exceed two (2) double-sided pages (or four (4) single-  
3943 sided pages) in total.

3944  
3945 The Government reserves the right to contact references for verification or additional  
3946 information. The Government's inability to contact any of the Offeror's references or the  
3947 references unwillingness to provide the information requested may affect the Government's  
3948 evaluation of this factor.

3949  
3950 Performance award or additional information submitted will not be considered.  
3951 If the offeror has no record of past performance, they shall submit a signed and dated statement to  
3952 that effect. If no past performance information is available, the offeror will be evaluated as  
3953 neutral.

3954  
3955 In addition to the information requested above, Offerors (prime and subcontractors) shall provide  
3956 past performance information for three contracts for which the Offeror was the prime Contractor  
3957 or subcontractor that have been delivered in the past five years from the proposal submission due  
3958 date and that completed a minimum of twelve (12) months or is/will be the prime contractor or  
3959 subcontractor that are currently in the development or implementation phase, including each  
3960 contract reference cited in Factors A and B. Offerors shall include no more than five references  
3961 of past performance information from each contractor (prime and subcontractors). For each  
3962 reference, include contract name, number, buyer, mission, award date, CO, COR, and describe  
3963 the applicability to this contract. An Offeror's past performance record indicates the relevant  
3964 quantitative and qualitative aspects of performing services or delivering products similar in size,  
3965 content, and complexity to the requirements of this acquisition. Offerors and any proposed  
3966 significant subcontractor(s) (defined as a subcontractor that will be performing 10 percent of the  
3967 estimated proposed contract value or \$1,000,000, whichever is less) shall furnish the information  
3968 requested for their most recent contracts (completed and ongoing) for similar efforts in which that  
3969 company has participated within the last five years. The information requested is anticipated to  
3970 be sufficient for purposes of the evaluation of past performance. However, Offerors may submit  
3971 additional information at their discretion if they consider such information necessary to establish  
3972 a record of relevant past performance.

3973

3974 **GS2170 Business Management Proposal Instructions (VOLUME II) (Modified) August 2001**3975 **FACTOR D: COST/PRICE PROPOSAL**

3976

3977

**The Offeror's proposal shall consist of the following:**

3978

3979

- (1) Cover Letter/Company Information. Offeror shall include authorized offeror personnel. Provide the name, title, email, and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. In addition, identify those individuals authorized to negotiate with the Government.

3984

3985

Provide company street address; CAGE Code; DUNS code; TIN; size of business (large or small). The same information must be provided for all locations that any work will be performed to support this contract.

3986

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3989

- (2) Signed and completed solicitation package including all amendments (SF33 and SF30) (if any).

3990

3991

3992

- (3) Completed Section B (if applicable).

3993

3994

- (4) All representations and certifications executed as required by Section K including Section 889 Representation.

3995

3996

3997

- (5) Prime – Supporting Price Proposal, including Pricing Model.

3998

3999

- (6) Subcontractor – Supporting Price Proposal, including Pricing Model (if applicable). If a subcontractor does not wish to divulge proprietary cost information to the prime contractor, the subcontractor may submit their proposal to the Contracting Officer directly. Note: If a subcontractor is a large business and is also performing \$1,000,000 or more of the total value of the proposed effort, the subcontractor must also submit a Small Business Subcontracting Plan to the Government for this effort. A model small business subcontracting plan can be found at:

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4002

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4006

[https://www.gsa.gov/cdnstatic/Exhibit\\_13\\_Model\\_Small\\_Business\\_Subcontracting\\_Plan.pdf](https://www.gsa.gov/cdnstatic/Exhibit_13_Model_Small_Business_Subcontracting_Plan.pdf)

4008

4009

4010

- (7) Price proposal for Task Order #1. Proposal shall include a complete price break-down and narrative, as detailed in paragraph #5 above, and provide hours by Task Order WBS, by contractor, by labor category, by month. If a subcontractor does not wish to divulge proprietary cost information to the prime contractor, the subcontractor may submit their Task Order #1 proposal to the prime in a sealed envelope marked “for Government use only”. The prime contractor can submit the sealed subcontractor(s) proposal with the prime's submission.

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- (8) Price proposal for Task Order #2. Proposal shall include a complete price break-down and narrative, as detailed in paragraph #5 above, and provide hours (including special study hours) by Task Order WBS, by contractor, by labor category, by month. If a subcontractor does not wish to divulge proprietary cost information to the prime contractor, the subcontractor may submit their Task Order #2 proposal to the prime in a

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4020

4021

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- 4023 sealed envelope marked “for Government use only”. The prime contractor can submit  
 4024 the sealed subcontractor(s) proposal with the prime’s submission.  
 4025
- 4026 (9) Price proposal for Sample Task Order #3. Proposal shall include a complete cost break-  
 4027 down and narrative, as detailed in paragraph #5 above, and provide hours by Task  
 4028 Order WBS, by contractor, by labor category, by month. If a subcontractor does not  
 4029 wish to divulge proprietary cost information to the prime contractor, the subcontractor  
 4030 may submit their Task Order #3 proposal to the prime in a sealed envelope marked “for  
 4031 Government use only”. The prime contractor can submit the sealed subcontractor(s)  
 4032 proposal with the prime’s submission.  
 4033
- 4034 (10) Subcontracting and/or teaming arrangement agreement (if applicable).  
 4035
- 4036 (11) Personnel availability chart (chart reflecting availability of personnel dedicated to the  
 4037 contract and percentage of work to be accomplished by prime and subcontractors by  
 4038 labor category). Provide reference for definition of labor categories.  
 4039
- 4040 (12) Information about the company’s financial resources shall be provided. Copies of the  
 4041 Offeror's most current certified financial statements and balance sheets and profit and  
 4042 loss statements from the last two years should be provided. If additional financing is  
 4043 expected to be required for performance of the resultant contract, describe the nature of  
 4044 such arrangements.  
 4045
- 4046 (13) Describe how the Offeror’s company shall satisfy specific requirements in the  
 4047 performance work statement for licenses, professional certifications, or permits.

4048 **FACTOR E: SMALL BUSINESS PARTICIPATION AND SUBCONTRACTING PLAN**

4049

4050 **Subfactor E.1 – Small Business Participation Commitment Document**

4051

4052 All offerors (both other than small businesses and small businesses) are required to submit a Small  
 4053 Business Participation Commitment Document (SBPCD). A sample document is found in Section J,  
 4054 Attachment C. This is separate and different from the “Small Business Subcontracting Plan,” *which is*  
 4055 *only a requirement for other than small business offerors*. Offerors shall propose small business  
 4056 participation/commitments by addressing the areas stated in the SBPCD template. The areas stated in the  
 4057 template are the criteria to be evaluated in accordance with Section M of this solicitation.  
 4058

4059 To support evaluation of prior compliance with FAR 52.219-8, “Utilization of Small Business Concerns  
 4060 and if applicable, FAR 52.219-9 Small Business Subcontracting Plan, offerors shall demonstrate the  
 4061 extent to which applicable goals and other small business performance objectives were met for the  
 4062 contracts that were identified under Sub Factor C-2 Past Performance that required submission of a  
 4063 Subcontracting Plan, Small Business Participation Plan or other small business participation/utilization  
 4064 document. Copies of eSRS reports for completed contracts may be submitted to validate subcontracting  
 4065 plan compliance and will not count against the page limitation. The Small Business Participation  
 4066 Commitment Document will become part of the resultant contract.  
 4067

4068 **Subfactor E.2 – Small Business Subcontracting Plan (Other than Small Businesses Only)**

4069

4070 The subcontracting plan submitted is not submitted for evaluation and is not part of the evaluation factors  
 4071 and will not be evaluated and rated during source selection. The subcontracting plan is required as a  
 4072 matter of responsibility and will be used as a basis for being eligible to receive a contract award. Separate

4073 from the Small Business Participation Commitment Document, all other than small business offerors  
4074 must submit a Small Business Subcontracting Plan in addition to the Small Business Participation  
4075 Commitment Document.

4076  
4077 Prior to award, the Government will assess and negotiate the acceptability of the subcontracting plan for  
4078 meeting the requirements of FAR 52.219-9 "Small Business Subcontracting Plan" clause and its Alternate  
4079 II which outlines the information to be contained in the plan.

4080  
4081 An offeror's subcontracting plan shall be consistent with the commitments made in the Small Business  
4082 Participation Commitment Document.

4083  
4084 **OFFERORS ARE CAUTIONED THAT FAILURE TO SUBMIT A SMALL BUSINESS**  
4085 **SUBCONTRACTING PLAN AS OUTLINED ABOVE MAY CAUSE:**

- 4086  
4087 1. Adverse assessment of the proposal.  
4088 2. No further evaluation of the proposal; or  
4089 3. Rejection of the proposal.

4090  
4091 All offerors proposing under this solicitation hereby assume the total responsibility of submitting the  
4092 above plan and the total risk that may result from failure to submit the plan as outlined above.

4093  
4094 The following breakout reflects the minimum Subcontracting Goals and shall be used in the development  
4095 of the Offeror's Small Business Subcontracting Plan.

- 4096  
4097 Total Small Business – 43%  
4098 - Small Disadvantaged Business – 5%  
4099 - Women-Owned Small Business – 5%  
4100 - HUBZone Small Business – 3%  
4101 - Service-Disabled Veteran-Owned Small Business – 3%

4102  
4103 **FACTOR F: TOTAL PROFESSIONAL EMPLOYEE COMPENSTATION PLAN**

4104  
4105 In accordance with FAR 52.222-46 a Total Professional Employee Compensation Plan shall be submitted.  
4106 Offers are cautioned that failure to submit a total professional employee compensation plan per FAR  
4107 52.222-46 may cause:

- 4108  
4109 1. Adverse assessment of the proposal;  
4110 2. No further evaluation of the proposal; or  
4111 3. Rejection of the proposal.

4112  
4113 **FACTOR G: SUPPLIER RISK QUESTIONNAIRE**

4114  
4115 The offeror shall submit Attachment K Supplier Risk Questionnaire.

4116  
4117 **AWARD**

4118  
4119 Until a formal notice of award is issued, no communication by the Government either written or oral shall  
4120 be interpreted as a promise that an award will be made.

4121

4122 The Contracting Officer is the only individual who can legally commit or obligate the Government to the  
4123 expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt  
4124 of a fully executed contract or specific written authorization from the Contracting Officer.  
4125

4126

**END OF SECTION L**

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4127 **SECTION M - Evaluation Factors for Award**

4128 **52.217-5 Evaluation of Options. (JUL 1990)**

4129 Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best  
4130 interests, The Government will evaluate offers for award purposes by adding the total price for all  
4131 contract years to the total price for the basic award. To account for the possible use of the six-month  
4132 option period permitted under 52.217-8, the Government will take the price for the last contract year,  
4133 prorated to a six-month value, and add it to the sum of all contract years. This amount will be the total  
4134 evaluated price. The Government may determine that an offer is unacceptable if the contract years are  
4135 significantly unbalanced. Evaluation of contract years shall not obligate the Government to exercise the  
4136 option.

4137 **GS2301 Single Award August 2001**

4138 Offers (bids) will be evaluated on the basis of the evaluation factors identified under paragraph entitled  
4139 Evaluation Factors/Basis for Award under this section M, including actual and sample task orders.  
4140 Offerors (bidders) are required to submit ceiling rates on any and all separately priced item and subline  
4141 items, or to indicate that the item is "not separately priced" (NSP). A bidder's failure to submit ceiling  
4142 rates (or enter NSP) on all items will require rejection of the bid as nonresponsive.

4143 **Evaluation Factors/Basis for Award**

4144 The contract resulting from this solicitation will be awarded to the offeror whose offer, conforming to the  
4145 solicitation requirements, is determined to provide the "best value" to the Government. The "best value"  
4146 determination will be based on the merits of the offer and the offeror's capability. The "best value" may  
4147 not necessarily be the proposal offering the lowest cost, nor receiving the highest technical rating. The  
4148 Government reserves the right to award to a lower cost offeror when the offers are considered essentially  
4149 equal in terms of technical capability. If the proposed cost is so high as to diminish the value of the  
4150 technical superiority to the Government, cost/price may become the determining factor for award. In  
4151 summary, cost/technical capability tradeoffs will be made.

4152  
4153 It should be noted that price does not have a finite numerical weight. Evaluation factors (other than price)  
4154 are significantly more important than price. However, price is an important factor and should be  
4155 considered when preparing proposals.

4156  
4157 When making the best value determination, only those Offerors who receive a rating of "High Confidence  
4158 or Some Confidence" for Factors A and B will be considered. The Government will assess its level of  
4159 confidence that the offering contractor will successfully perform all requirements in regard to Factors A  
4160 and B. The factors listed below provide the evaluation importance.

4161  
4162 Technical Approach is more important than any other factor.

4163  
4164 Past Performance and Experience are more important than Management Approach.

4165  
4166 Price will be increasingly more important as non-price technical evaluations become increasingly equal  
4167 for vendors proposals.

4168  
4169 The Small Business Subcontracting Plan and Small Business Participation shall be rated on a pass/fail  
4170 basis.

4171

**VOLUME I: TECHNICAL PROPOSAL****FACTOR A: TECHNICAL APPROACH****Sub Factor A-1 Technical Approach**

Proposals shall be evaluated on the overall technical approach, organization, tools, and standards. The Offeror shall describe the “best practices” that the Offeror would utilize for the Cloud Hosting Services solicitation scope of work. The Offeror shall describe specifics as to how these best practices are implemented including any processes, tools, and frameworks that are unique to the Offeror’s organization, including examples of implementing something similar in the past. The Offeror shall describe how the Offeror will ensure that staff has the skills and tools to implement this corporate knowledge. The Government shall evaluate the contractor proposal on Technical Management Practices by using the following factors:

- Proposals shall be evaluated on an approach to managing work across task orders, ensuring overall contract performance through integrated and/or common processes, procedures, and communication across task orders.
- Proposals shall be evaluated on how the overall technical approach addresses the long-term goals and objectives of the Department/USGS cloud strategy.
- Proposals shall be evaluated on clearly demonstrated knowledge and understanding of best practices (e.g., cloud architecture, preparation of cloud, onboarding, CSP integration, security, data gravity), but documentation of best practices alone will not be sufficient.
- Proposals shall be evaluated on concrete examples of how these best practices were successfully implemented elsewhere and how they will be implemented for CHS III. The evaluation shall consider the plan to utilize specific tools or processes and how the proposer plans to ensure staff are trained and enabled to utilize the tools and processes called out.
- Proposals shall be evaluated on the approach of the assignment of staff to work to ensure the proper skills are present and available. The evaluation will consider the approach to completing a Basis of Estimate.
- Proposals shall be evaluated on knowledge and understanding of risk management and document how risk management will be implemented across projects throughout the extent of the contract.
- Proposals shall be evaluated on the effectiveness of the proposed communication mechanisms in providing timely, accurate, and relevant information to the USGS regarding task activities and the overall contract performance. The proposal will be evaluated on the contractor’s approach to compare previously communicated work plans to actual performance.
- Proposals shall be evaluated on innovation and effectiveness of the proposed recommendations for identifying and implementing process improvements, architectural enhancements, and efficiencies across the organization and the evaluators will look for specific examples of improvements and efficiencies that were implemented in other task-based, project structured organizations. The evaluation will consider how innovations and process improvements are implemented across the contract team and shared within the corporate structure.

**4222 Sub Factor A-2 Information Technology Security, and Access Controls**

4223

4224 Proposal shall be evaluated based on the offerors demonstrated knowledge and experience in delivering  
4225 cloud services or hosted systems which are compliant with all applicable laws, regulations, and standards  
4226 described in Factor B. The offeror should be specific in their proposal about processes, tools, and  
4227 advisable best practices in demonstration of these abilities. Proposals should include past examples of  
4228 how the offeror has delivered compliant service for federal customers. The proposal should also describe  
4229 the metrics the offeror uses to ensure that staff are highly trained and effective in delivering services  
4230 which are compliant with the various laws and standards named. The Government shall evaluate the  
4231 contractor proposal on Information Technology Security and Access Controls by using the following  
4232 factors:

4233

- 4234 • Proposals shall be evaluated on how well the offeror demonstrates an understanding of The  
4235 FedRAMP program and authorization boundaries, FISMA, and other related standards  
4236
- 4237 • Proposals shall be evaluated on the offeror's quality of experience in assisting government  
4238 agencies with labeling and controlling the flow of Controlled Unclassified Information (CUI)  
4239
- 4240 • Proposals shall be evaluated on the offeror's quality of experience managing a vulnerability  
4241 scanning a remediation system and process that includes traditional hosts, virtual machines,  
4242 containerized environments, external facing web servers/applications, and serverless code  
4243
- 4244 • Proposals shall be evaluated on the offeror's approach to overcoming the challenge of applying  
4245 traditional Continuous Diagnostics and Mitigation (CDM) tools to cloud systems Including  
4246 Patching, malware detection, Security Information and Event Management (SIEM), and Security  
4247 Incident Response contrasted against the offeror's approach to replacing traditional CDM tools  
4248 with cloud alternatives.  
4249
- 4250 • Proposals shall be evaluated on the offeror's ability to implement CISA TIC 3.0 in cloud  
4251 computing environments.  
4252
- 4253 • Proposals shall be evaluated on the offeror's ability to control the secure operation of scalable  
4254 containerized applications across disparate development teams and agency missions.  
4255
- 4256 • Proposals shall be evaluated on the offeror's ability to manage personnel security such as  
4257 obtaining appropriate background clearance for employees.  
4258
- 4259 • Proposals shall be evaluated on the offeror's ability to provide privacy controls for federal  
4260 systems of privacy records.  
4261

**4262 Sub Factor A-3 Application, Data Hosting, and Portability**

4263

- 4264 • Proposals shall be evaluated on how the overall approach addresses the long-term  
4265 Department/USGS cloud strategy goals and objectives for application, data hosting and  
4266 portability.  
4267
- 4268 • Proposals shall be evaluated on clearly demonstrated knowledge and understanding of industry  
4269 best practices for application, data hosting and portability, but documentation of best practices  
4270 alone will not be sufficient.  
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- Proposals shall be evaluated on concrete examples of how these industry best practices were successfully implemented elsewhere and how they will be implemented for CHS III. The evaluation shall consider the plan to utilize specific tools or processes and how the proposer plans to ensure staff are trained and enabled to utilize the tools and processes that are described.
  - Proposals shall be evaluated on innovation and effectiveness of the proposed recommendations for identifying and implementing process improvements, architectural enhancements, and efficiencies across the organization and the evaluators will look for specific examples of improvements and efficiencies that were implemented in other task-based, project structured organizations. The evaluation will consider how innovations and process improvements are implemented across the contract team and shared within the corporate structure.

4284 **Sub Factor A-4**

4285

4286 Proposals shall be evaluated on the following representative tasks. Throughout the Technical Proposal  
4287 volume, the Offeror's proposal shall be evaluated for its demonstrated understanding of the requirements.  
4288

4289 **Sub Factor A-4.1 Day One Task Order #1: *CHS II Transition***

4290

4291 The response to this Task Order is expected to be AWARDED AT CONTRACT AWARD. The Offeror  
4292 shall provide task order responses that demonstrate appropriate level of skills associated with the work,  
4293 appropriate level of risk, an understanding of the work to be performed, the use of innovative approaches,  
4294 demonstrated project management maturity, and effective communication with the Government.  
4295

4296 **Sub Factor A-4.2 Sample Task Order #2: *National Water Information System***

4297

4298 The response to this Task Order is expected to be a sample task order. The Offer shall provide task order  
4299 responses that demonstrate appropriate level of skills associated with the work, appropriate level of risk,  
4300 an understanding of the work to be performed, the use of innovative approaches, demonstrated project  
4301 management maturity, and effective communication with the Government.  
4302

4303 **Sub Factor A-4.3 Sample Task Order #3: *Data Lake***

4304

4305 The response to this Task Order is expected to be a sample task order. The Offer shall provide task order  
4306 responses that demonstrate appropriate level of skills associated with the work, appropriate level of risk,  
4307 an understanding of the work to be performed, the use of innovative approaches, demonstrated project  
4308 management maturity, and effective communication with the Government.  
4309

4310 **Sub Factor A.5 Section 508 Standards**

4311

4312 Prior to acceptance, the government reserves the right to perform testing on required ICT items to validate  
4313 the offeror's Section 508 conformance claims. If the government determines that Section 508  
4314 conformance claims provided by the offeror represent a higher level of conformance than what is actually  
4315 provided to the agency, the government shall, at its option, require the offeror to remediate the item to  
4316 align with the offeror's original Section 508 conformance claims prior to acceptance.  
4317

4318 **FACTOR B: MANAGEMENT APPROACH**

4319

4320 **Sub Factor B-1 PROJECT MANAGEMENT**

4321

4322 The Offeror shall be evaluated on the proposed organization and the management processes that will be  
4323 used for performance of the contract. Summarize the Project Management Plan. At a minimum, the  
4324 Offeror shall include the following management methods:

4325

4326 

- **ORGANIZATION**

4327

- **Corporate Organization:** Include a corporate organizational chart that will indicate the location  
4328 of the ABC program in its corporate structure and if subcontractors are proposed, the location of  
4329 the subcontractors and their interfaces with the Offeror's organizational structure and the nature  
4330 and extent of the work to be performed by the Contractor or subcontractor.

4331

- Include the current status of key subcontracts (e.g., maturity of negotiations, status of subcontract  
4332 documentation, accomplishments of pre-award subcontracted activities, etc.).

4333

- **ABC Contract Organization & Staff:** Include the proposed ABC contract organization and  
4334 staffing plan across all tasks. Provide information which demonstrates the Offeror's ability to  
4335 plan for the proper staffing profile based on the technical approach proposed phasing required by  
4336 the ABC contract including an overall ABC Organization, showing technical and management  
4337 leads across all task orders and scope of work.

4338

- **Skills Matrix:** Include a technical skills position matrix that shows the various skill groups, skill  
4339 levels, and the training/certification and experience associated with each skill level. The matrix  
4340 table shall be provided in the proposal, whereas a maximum of 5 pages of detailed position  
4341 descriptions may be included in an attachment and not applied to the page limitation.

4342

- **Subcontract Management:** Describe approach to subcontract management and its influence on  
4343 the workforce and technical work required by the ABC contract. The Offeror shall describe how  
4344 the prime contractor and subcontractors will work effectively as an integrated unit. Describe any  
4345 methods (e.g., use of contract fees) that program management will use to motivate positive  
4346 performance by subcontractors. Describe the level of insight by the Government to the technical  
4347 and cost performance of subcontractors.

4348

4349 

- **MANAGEMENT PROCESSES**

4350

4351 The Offeror shall be evaluated on the description of the management processes and tools used within  
4352 financial, workforce, schedule, and other processes. The Offeror shall include:

4353

- **Staff Management:** Provide information which demonstrates the ability to manage and maintain  
4354 a skilled workforce to perform the technical support work required for the CHS III scope of work  
4355 including:

4356

- The process for effectively and efficiently managing the assignment of technical skilled staff to  
4357 tasks and make skill mix assignments and adjustments for new or changing work requirements.

4358

- The processes employed to capture and retain qualified staff to maintain a proper skill mix.

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- The process for the use of temporary or part-time staff, short-term experts, and corporate reach-back to enhance flexibility in meeting special, short-term, or less than full-time skills resource requirements.
  - **Schedule Management:** The Offeror shall be evaluated on their proposed approach to developing and managing schedules that support the scope of work described within the contract and its tasks. Include processes used to manage external dependencies as well as schedule margin, slack, and critical path, including the relationship between any incremental builds and the risk reduction activities and milestone reviews.
  - **Risk Management:** The Offeror shall be evaluated on the manner in which risks will be identified, mitigated, and tracked. Describe the approach to the integration of risk management with schedule, cost, and technical control methodologies.

### 4382 Sub Factor B-2 Key Positions

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- The Offeror shall be evaluated on position descriptions including major duties, authorities, and educational and experience requirements for the following key positions:
    - Program Manager
    - Project Manager
    - Business Manager
    - Enterprise Architect
    - Information Technology and Cloud Security Architect
    - Software Development Manager
  - Up to three additional critical management or technical position(s) of your choice
  - The Offeror shall be evaluated on how these positions interact to form an effective management team (limited to five (5) pages). Also, provide professional certifications for cloud, agile and Project Management that each of your key positions hold.
  - The Offeror shall be evaluated on the resume for the individuals proposed to fill the key positions at a minimum. Attach a signed statement of availability for the project. Resumes and signed statements shall be attachments to the Offeror's proposal. Resumes shall be limited to two (2) pages. Offerors shall describe and provide a statement of continued availability of individuals proposed, which shall be included prior to submission of any revised final offer.

### 4406 Sub Factor B-3 Quality Assurance Surveillance Plan

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- The Offeror shall be evaluated on a QASP that describes its systematic quality assurance methods used by the Offeror to evaluate and validate that the Offeror's quality control efforts are timely, effective, and are delivering the performance for the stated contract.
- The Offeror shall be evaluated on specific details of how the Offeror will survey, observe, test, sample, evaluate, and document performance results to determine if performance requirements are being met.
  - The Offeror shall be evaluated on a QASP that explains the following:
    - What will be monitored?
    - How monitoring will take place?
    - Who will conduct the monitoring?

- 4418           ○ How monitoring efforts and results will be documented and reported to the government?
- 4419           • The Offeror should not detail how the Offeror accomplishes the work. Rather, the Offeror will be
- 4420           evaluated on a QASP that is created with the premise that the contractor is responsible for
- 4421           management and quality control actions to meet the terms of the contract. It is the Government's
- 4422           responsibility to be objective, fair, and consistent in evaluating performance.
- 4423           • The Offeror shall be aware that a QASP should recognize that unforeseen and uncontrollable
- 4424           situations may occur. How the Offeror adjusts to these situations (risks) will be evaluated.
- 4425           The Offeror shall be aware that the QASP is a "living document" and the Offeror may review and revise
- 4426           it on a regular basis. However, the Offeror shall be evaluated the process they propose and how they
- 4427           coordinate changes with the government (CO/COR). Updates will ensure that the QASP remains a valid,
- 4428           useful, and enforceable document. Copies of the original QASP and revisions will be retained in the
- 4429           contract file.

4430

## 4431 **FACTOR C: PAST PERFORMANCE AND CLOUD EXPERIENCE**

4432

### 4433 **Sub Factor C-1 Cloud Experience**

4434

#### 4435 **Information Technology Experience**

4436           The Offeror shall be evaluated on their submission of a minimum of three (3) and a maximum of five (5)

4437           relevant projects that best demonstrate their IT experience on relevant projects that are similar in size,

4438           scope, complexity, and difficulty to the RFP for IaaS and/or PaaS. Additionally, the Offeror is encouraged

4439           to demonstrate how they stay current with new developments in cloud and emerging technologies.

4440

#### 4441 **Corporate Experience**

4442

4443           The Offeror shall be evaluated on corporate experience on an adjectival rating system. The evaluation will

4444           be an assessment of the offeror's experience with work of similar nature, size, scope, complexity, and

4445           difficulty to that which must be performed under the prospective contract contemplated by this

4446           solicitation. The objective of the evaluation is to:

4447

- 4448           • The Offeror shall be evaluated on the degree to which the offeror has previously encountered the type of
- 4449           work and complexity (scope) uncertainties, challenges, and risks that it is likely to encounter under the
- 4450           prospective contract; and
- 4451           • The Offeror shall be evaluated on the Offeror's relative capability and the government's relative risk
- 4452           associated with contracting with the Offeror.

4453

4454           The Offeror shall be evaluated on the information provided by the Offeror and submitted with its

4455           proposal. The Government will evaluate the work performed for each referenced contract for similarity

4456           and relevance to the work required under the contemplated contract. The more similar and relevant the

4457           work performed for the reference is to the contemplated work, the more valuable the experience to the

4458           Government. The Government reserves the right to consider information other than that included on the

4459           offeror proposal. Offerors (prime and significant subcontractors) shall provide only for corporate

4460           experience that is relevant and current as defined above. The Offeror will be credited with only those

4461           contract references that the Government determines to be relevant and current.

4462

4463           The Offeror shall be evaluated on their demonstrated experience and depth of experience in performing

4464           relevant projects as defined in the solicitation submittal requirements. The assessment of the Offeror's

4465           relevant experience will be used as a means of evaluating the capability of the Offeror to successfully

4466           meet the requirements of the RFP. The Government will only review five projects. Any projects

4467           submitted in excess of the five (5) for Experience will not be considered.

4468

4469 Offerors who submit relevant projects that demonstrate experience self-performing relevant features of  
4470 work may receive a higher rating than those who do not demonstrate self-performance.

4471  
4472 Relevancy is defined as experience similar to the tasks defined in the SOO.

4473  
4474 **Sub Factor C-2 Past Performance**

4475  
4476 If a completed Contractor Performance Appraisal Report (CPAR) evaluation is available, it shall be  
4477 submitted with the Proposal for each project included in Factor 3 for experience. If there is not a  
4478 completed CPAR evaluation, then submit Past Performance Questionnaires (Attachment B) for each  
4479 project included in Factor H for Experience. The Offeror shall provide completed Past Performance  
4480 Questionnaires (PPQ) in the Proposal. Offerors shall not incorporate by reference into their Proposal  
4481 PPQs previously submitted for other RFPs. However, this does not preclude the Government from  
4482 utilizing previously submitted PPQ information in the past performance evaluation. If the Offeror is  
4483 unable to obtain a completed PPQ from a client for a project(s) before Proposal closing date, the Offeror  
4484 shall complete and submit with the Proposal the first page of the PPQ, which will provide contract and  
4485 client information for the respective project(s). The Government may make reasonable attempts to contact  
4486 the client noted for that project(s) to obtain the PPQ information. However, Offerors should follow-up  
4487 with clients/references to help ensure timely submittal of questionnaires. If the client requests,  
4488 questionnaires may be submitted directly to the Government's point of contact, Vickie Floyd,  
4489 [gs\\_chs@usgs.gov](mailto:gs_chs@usgs.gov).

4490  
4491 Offerors shall provide any information on problems encountered and the corrective actions taken on  
4492 projects submitted under Factor H – Experience. Offerors may also address any adverse past performance  
4493 issues. Explanations shall not exceed two (2) double-sided pages (or four (4) single-sided pages) in total.

4494  
4495 The Government reserves the right to contact references for verification or additional information. The  
4496 Government's inability to contact any of the Offeror's references or the references unwillingness to  
4497 provide the information requested may affect the Government's evaluation of this factor.

4498  
4499 Performance award or additional information submitted will not be considered.

4500 If the Offeror has no record of past performance, they shall submit a signed and dated statement to that  
4501 effect. If no past performance information is available, the Offeror shall be evaluated as neutral.

4502  
4503 In addition to the information requested above, Offerors (prime and subcontractors) shall provide past  
4504 performance information for three contracts for which the Offeror was the prime Contractor or  
4505 subcontractor that have been delivered in the past three years from the proposal submission due date and  
4506 that completed a minimum of twelve (12) months or is/will be the prime contractor or subcontractor that  
4507 are currently in the development or implementation phase, including each contract reference cited in  
4508 Factors A and B. Offerors shall include no more than three references of past performance information  
4509 from each contractor (prime and subcontractors). For each reference, include contract name, number,  
4510 buyer, mission, award date, CO, COR, and describe the applicability to this contract. An Offeror's past  
4511 performance record indicates the relevant quantitative and qualitative aspects of performing services or  
4512 delivering products similar in size, content, and complexity to the requirements of this acquisition.  
4513 Offerors and any proposed significant subcontractor(s) (defined as a subcontractor that will be performing  
4514 10 percent of the estimated proposed contract value or \$1,000,000, whichever is less) shall furnish the  
4515 information requested for their most recent contracts (completed and ongoing) for similar efforts in which  
4516 that company has participated within the last three years. The information requested is anticipated to be  
4517 sufficient for purposes of the evaluation of past performance. However, Offerors may submit additional  
4518 information at their discretion if they consider such information necessary to establish a record of relevant  
4519 past performance.

**VOLUME II: BUSINESS MANAGEMENT PROPOSAL**

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**FACTOR D: COST/PRICE PROPOSAL**

The Offeror's proposal shall consist of the following:

(1) Cover Letter/Company Information. Offeror shall include authorized offeror personnel. Provide the name, title, email, and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. In addition, identify those individuals authorized to negotiate with the Government.

Provide company street address; CAGE Code; UEI code; TIN; size of business (large or small). The same information must be provided for all locations that any work will be performed to support this contract.

(2) Signed and completed solicitation package including all amendments (if any).

(3) Completed Section B.

(4) All representations and certifications executed as required by Section K.

(5) Prime – Supporting Price Proposal, including Pricing Model.

(6) Subcontractor – Supporting Price Proposal, including Pricing Model (if applicable). If a subcontractor does not wish to divulge proprietary cost information to the prime contractor, the subcontractor may submit their proposal to the prime in a sealed envelope marked "for Government use only". The prime contractor can submit the sealed subcontractor(s) proposal with the prime's submission. Note: If a subcontractor is a large business and is also performing \$1,000,000 or more of the total value of the proposed effort, the subcontractor must also submit a Small Business Subcontracting Plan to the Government for this effort. A model small business subcontracting plan can be found at: [http://www.gsa.gov/graphics/pbs/Exhibit\\_13\\_Model\\_Small\\_Business\\_Subcontracting\\_Plan.pdf](http://www.gsa.gov/graphics/pbs/Exhibit_13_Model_Small_Business_Subcontracting_Plan.pdf)

(7) Price proposal for Day One Task Order #1: CHS II Transition. Proposal shall include a complete price break-down and narrative, as detailed in paragraph #5 above, and provide hours by Task Order WBS, by contractor, by labor category, by month. If a subcontractor does not wish to divulge proprietary cost information to the prime contractor, the subcontractor may submit their Task Order #1 proposal to the prime in a sealed envelope marked "for Government use only". The prime contractor shall submit the sealed subcontractor(s) proposal with the prime's submission.

(8) Price proposal for Sample Task Order #2: NATIONAL WATER INFORMATION SYSTEM. Proposal shall include a complete price break-down and narrative, as detailed in paragraph #5 above, and provide hours (including special study hours) by Task Order WBS, by contractor, by labor category, by month. If a subcontractor does not wish to divulge proprietary cost information to the prime contractor, the subcontractor may submit their Task Order #2 proposal to the prime in a sealed envelope marked "for Government use only". The prime contractor shall submit the sealed subcontractor(s) proposal with the prime's submission.

(9) Price proposal for Sample Task Order #3: Data Lake. Proposal shall include a complete cost break-down and narrative, as detailed in paragraph #5 above, and provide hours by Task Order WBS, by contractor, by labor category, by month. If a subcontractor does not wish to divulge proprietary cost information to the prime contractor, the subcontractor may submit their Task Order #3 proposal to the

4571 prime in a sealed envelope marked “for Government use only”. The prime contractor shall submit the  
4572 sealed subcontractor(s) proposal with the prime’s submission.

4573

## 4574 **FACTOR E: SMALL BUSINESS PARTICIPATION AND SUBCONTRACTING PLAN**

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### 4576 **Sub Factor E-1 Small Business Participation Commitment Document**

4577

4578 All Offerors (both other than small businesses and small businesses) will be evaluated on the extent of  
4579 proposed participation/commitment to use of U.S. small businesses in the performance of this acquisition  
4580 (as small business prime offerors or small business subcontractors) relative to the objectives and  
4581 requirements established herein. The Government will evaluate the following to determine if the offeror  
4582 met or exceeded the requirements:

4583

4584 1. The extent to which firms as defined in FAR Part 19, are specifically identified in proposals.

4585 2. The extent to which offerors demonstrate substantive commitment to small business firms, such as,  
4586 letters of commitment, Joint Ventures, mentor/protégé agreements, or other demonstrations of  
4587 commitment (i.e., binding commitments will become enforceable/contractual requirements).

4588 3. Identification of the type and variety of the work small firms are to perform (i.e., binding commitments  
4589 will become enforceable/contractual requirements).

4590 4. The extent of participation of small business prime offerors and small business subcontractors in terms  
4591 of the value of the total acquisition (total contract value) (i.e., binding commitments will become  
4592 enforceable/contractual requirements).

4593 5. The extent to which the offeror provides detailed explanations/documentation supporting the proposed  
4594 quantitative participation.

4595 6. Extent to which the offeror complied with requirements of FAR 52.219-8, Utilization of Small  
4596 Business Concerns (i.e., binding commitments will become enforceable/contractual requirements).

4597 7. Extent to which the offeror complied with requirements of FAR 52.219-9 Small Business  
4598 Subcontracting Plan (when applicable) (i.e., binding commitments will become enforceable/contractual  
4599 requirements).

4600

4601 The Government will evaluate the proposal to determine which Offeror proposes the best value in terms  
4602 of Small Business Participation. The work to be performed directly by a small business prime offeror will  
4603 also be evaluated as Small Business Participation. The Small Business Participation Commitment  
4604 Document will become part of the resultant contract.

4605

4606 The offeror is cautioned that the Government may use data provided in the offeror's proposal in addition  
4607 to data obtained from sources such as the Electronic Subcontract Reporting System (eSRS) or any other  
4608 known sources not provided by the offeror, such as CPARS reports.

4609

### 4610 **Sub Factor E-2 Small Business Subcontracting Plan**

4611

4612 Offerors will be evaluated on the extent of their participation with other small and small disadvantaged  
4613 business concerns in performance of this effort. Offerors shall provide information concerning  
4614 subcontracting, teaming, or joint venture arrangements. Small businesses include veteran-owned small  
4615 business, service-disabled veteran-owned small business, HUBZone small business, small-disadvantaged  
4616 business (including ANCs and Indian tribes) and women owned small business concerns as  
4617 subcontractors. The assigned USGS subcontracting goal for Fiscal Year 2021 is 43%. Plans shall reflect a  
4618 small business subcontracting requirement of at least 20% of the total contract value.

4619

4620

**4621 FACTOR F: TOTAL PROFESSIONAL EMPLOYEE COMPENSATION PLAN**

4622

4623 The information provided under the Total Professional Employee Compensation Plan will be evaluated  
4624 on a pass/fail basis to determine if the Offeror's plan and supporting documentation demonstrate the  
4625 Offeror's ability to meet the provision of FAR 52.222-46 "Evaluation of Compensation for Professional  
4626 Employees".

4627

**4628 FACTOR G: SUPPLIER RISK QUESTIONNAIRE**

4629

4630 Offerors will be evaluated based on the questionnaire responses (Attachment K). The questionnaire will  
4631 be evaluated on an acceptable/unacceptable basis and must be determined acceptable to be eligible for  
4632 award.

4633

4634

**END OF SECTION M**

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