

1

2 **SECTION B - Supplies or Services/Prices**

3

4 **Description of Services**

5

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

8

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

12

13 **Type of Contract**

14

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

17

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

19

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

23

24 **Contract Minimum and Maximum Amounts**

25

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

29

30 Minimum of \$10 Million

31

32 Maximum amount not to exceed \$1 Billion.

33

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

35

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

41

42 **Other Direct Costs (ODCs)**

43

44 Other Direct Costs, not identified herein, shall be Task Order dependent. The price(s) charged to the  
45 government for such item(s) or service(s) will be an amount not greater than the current commercial list  
46 price and procured in accordance with all required laws and regulations.

47

48

49 **Travel**

50

51 Travel is not anticipated under this IDIQ contract. However, if travel is determined at a later time, travel  
52 shall be in accordance with individual Task Order requirements and in accordance with the Federal Travel  
53 Regulations as applicable.

54

55

**END OF SECTION B**

56

57

58

## SECTION C - Description/Specifications

### 59 1.0 INTRODUCTION

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

63

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

67

### 68 2.0 EXECUTIVE SUMMARY

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

73

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

83

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

91

92 The transition to enterprise cloud services:

93

- Makes the Department more efficient
  - Migrates from capital expenditures to operating expenditures
  - Provides a better response to supply and demand
  - Enables quick to market
- Aligns with Governmental Goals
  - Cloud Smart
  - Data Center Consolidation
- Makes Technical Sense
  - Provides a consistent platform/approach for development
  - Enables new technology adoption
  - Is portable across endpoints
  - Embeds consistent security in all cloud solutions

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105

### 106 3.0 BACKGROUND

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

114

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

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

132

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

139

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

153

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

163  
164 DOI is a federated organization that relies on bureaus and offices to manage the different infrastructure  
165 components. The DOI is attempting to move into the future state of cloud services by an overarching  
166 enterprise-wide strategic vision.

167  
168 The main drivers of this effort are the increasing benefits and mandates for cloud migration and data  
169 center consolidation.

170  
171 **Cloud Migration:** The Office of Management & Budget (OMB) 2019 Federal Cloud Smart  
172 Strategy outlines the impetus and benefits of cloud adoption in federal agencies, including  
173 acceleration of data center consolidation and better utilization of existing infrastructure assets.

174  
175 **Data Center Consolidation:** The Federal Chief Information Officer initiated the Federal Data  
176 Center Consolidation Initiative (FDCCI) and the follow-on Data Center Optimization Initiative  
177 (DCOI) to reduce the IT footprint for agencies through the consolidation of traditional data  
178 centers to promote the use of Green IT, to reduce the cost of data center hardware, increase the  
179 overall IT security posture of the government, and to shift IT investments to more efficient  
180 computing platforms and technologies.

181  
182 These two drivers, as well as the OMB guidance (most recent OMB M-21-05) and, from Cloud First to  
183 Cloud Smart (see [cloud.cio.gov](https://cloud.cio.gov)), highlight the importance of harnessing the fundamental shifts in IT  
184 investment patterns to increase IT efficiencies and reduce IT investments. Prior to migrating to the cloud  
185 or consolidating data centers, it is critical to understand the current IT environment, facilitate informed  
186 decisions with the Bureaus and offices about their portfolio, and make educated choices for applications  
187 that migrate to the cloud or an on-premise hosting facility.

188

#### 189 **4.0 SCOPE**

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

- 195
- 196 1. A public Cloud Support Services Provider that—as demonstrated with past performance—offers  
197 support services and subject matter expertise to include development (including  
198 migration/implementation), sustainment, and operations in the cloud.
  - 199 2. A public Cloud Hosting Provider that offers a Federal Risk and Authorization Management  
200 Program (FEDRAMP) certified cloud platform and associated services and tools with domain  
201 expertise in the offering of cloud platform infrastructure and capabilities within their platform and  
202 developing industry standards.

203

204 This document outlines objectives related to each of these categories of support separately. The purpose  
205 of this effort is to acquire Cloud services to replace existing and aging infrastructure currently managed  
206 by DOI and its bureaus and offices, and to allow for growth and innovation of existing and new projects.  
207

208 The cloud support service provider or broker must provide the DOI with a technical and organizational  
209 transformation roadmap that addresses all phases including architecture, engineering, implementation and  
210 sustainment as well as strategic partner engagement services to accomplish this agenda. A critical facet  
211 of this strategic partnership is to leverage new acquisition models built on cloud enablement to shift from  
212 acquisition of network infrastructure technology as an asset, to infrastructure technology as a service  
213 (ITaaS). The cloud support service provider or broker will also engage with the carriers to ensure they  
214 meet all service level agreements.  
215

216 The goal of the proposed requirement is to develop and maintain general-purpose environments that  
217 support a broader U.S. Department of the Interior (DOI) Virtual Data Center (VDC) requirement, with  
218 associated Cloud-based infrastructure and services, which supports Infrastructure as a Service (IaaS) and  
219 Platform as a Service (PaaS) with FedRAMP approved deployments. The DOI is open to contractor  
220 flexibility in proposing unique solutions and submitting alternative ideas as options that may increase the  
221 likelihood of meeting mission needs, result in less performance risk that may improve efficiency, and  
222 reduce DOI's present and long-term risk with obtaining and utilizing cloud services.  
223

224 Cloud services must be able to support the entire DOI as selected by projects within DOI and bureaus;  
225 therefore, internal users and mission partners, must provide a robust, agile, and interoperable  
226 infrastructure that provides connectivity and computing capability to deliver integrated services to clients.  
227

228 DOI requires contractors who bring a mission focus to this program, which can continuously identify  
229 methods for applying IT processes to improve DOI's mission performance and execution. The  
230 Department and bureaus require the expertise to continuously analyze, research, identify, and recommend  
231 the most effective and efficient application of technology to meet DOI's mission requirements. They  
232 must also demonstrate the capability to design, engineer, install, and integrate IT infrastructure hardware,  
233 software and service components. DOI will require the contractor to:  
234

- 235 • Provide, under a performance-based contract, secure, highly reliable, and available IT  
236 infrastructure services that meet or exceed DOI customer expectations.
- 237 • Continuously review, analyze, and take proactive measures to ensure that the DOI IT  
238 infrastructure stays current (up to date) with technological advances in the industry, while  
239 validating that infrastructure investments align with the DOI Hosting Strategy Vision and mission  
240 objectives.
- 241 • Improve service through the implementation of standard service management and delivery  
242 frameworks and associated processes.
- 243 • Develop and provide innovative solutions for consideration by DOI.
- 244 • Provide transparency to customers and end-users on service cost, performance, and satisfaction as  
245 demonstrated and documented through customer satisfaction surveys.
- 246 • Continuously monitor cost of services and customer satisfaction for services delivered throughout  
247 the life cycle of the IT infrastructure operations and support programs, as measured through Total  
248 Cost of Ownership (TCO) studies.
- 249 • Achieve predictable costs for services to enable better budgeting for the customer base.
- 250 • Effectively utilize subcontract and teaming arrangements as defined in the Federal Acquisition  
251 Regulation (FAR) Part 19 - Small Business Programs.  
252

253 The primary functions of the anticipated Department-wide CHS III program are illustrated below and are  
254 based on each DOI bureaus' unique business needs, to include:  
255

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

271  
272 The scope of any potential contract award may require:  
273

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

298  
299 The DOI will accept a technical proposal with associated cost estimates from contractor(s) who can  
300 contribute to reducing the Total Cost of Ownership (TCO), without compromising objectives or  
301 requirements; have existing partnerships with industry leading technology vendors and service providers;

302 and demonstrate the ability to accomplish tasks and deliverables in accordance with stated or desired  
303 service levels and performance objectives.

304

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

311

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

317

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

337

338 The DOI-wide CSP shall enable:

339

- 340 • **Emerging Technology.** New doors open to opportunities for service and benefits delivery that  
341 currently do not exist. This will give DOI staff and clients access information via a multitude of  
342 devices that may not be hardwired into DOI's network.
- 343 • **Interoperable Applications.** Enterprise and external systems use shared services to exchange,  
344 process, and present information to improve interoperability, reduce system development costs,  
345 and accelerate delivery.
- 346 • **Better Value Modern Applications.** DOI makes more cost-effective investments in technology  
347 and interfaces that are understandable to end users. Using the most suitable Commercial off the  
348 shelf (COTS) and Government off the shelf (GOTS) tools, enterprise applications are built as  
349 dynamic websites that adapt to how various browsers need to translate and display information.



- 350 • **Flexible and Scalable Infrastructure.** DOI uses technologies that provide elasticity and  
351 scalability that cloud technologies allow for the sharing of capacity and support mobility, data  
352 analytics, and authoritative data.
- 353 • **Secure Information and Networks.** Information is encrypted as it traverses through the  
354 network. Devices, processes and staff are authenticated as they move between functions and are  
355 authorized based on their functional role.
- 356 • **Efficiency.** Identify economies of scale, increase productivity and gain operational efficiencies.  
357 Ultimately, DOI seeks to drive out redundancies; replicate support service best practices;  
358 reengineer processes across the enterprise; establish service level agreements with clearly defined  
359 performance measures and targets; establish customer-driven frameworks; enable technology;  
360 manage performance; and apply common standards.

361  
362 The cloud service provider or broker will provide DOI the ability to procure “third-party” services from  
363 vendors that provide services on a rental or “pay as you go” nature that are designed to enhance or  
364 complement the CSP environment associated with the award. CSP vendors typically have partners that  
365 offer specialized or complementary services that build on the core CSP platform or services. In their  
366 entirety, they present a more mature and expansive suite of Cloud services, which the Department can  
367 more fully utilize.

368  
369 Business process latency—the state of existing but not yet fully developed or manifested—is problematic  
370 in all large organizations. DOI is no exception. Business process latency stifles effectiveness. A  
371 reduction in latency will enable DOI to fulfill its commitments, and then, regardless of location, establish  
372 efficient processes to implement our Data Hosting Vision and enable improved access to data.

373  
374 The prime contractor is required to have demonstrated expertise in the realm of architecture, service  
375 delivery, and operational support in the CSP environment identified in the Cloud Hosting Services (CHS)  
376 procurement.

377  
378 The prime contractor is required to have strong prior government experience integrating cloud hosting.  
379 Experience with billing and invoicing for a government customer will also be vital to the success of CHS.  
380 Awarding the contract to an experienced integrator with strong past performance is vital. The CSP or  
381 broker shall:

- 382  
383 • Provide access to all support services directly from the CSP at no charge to DOI that CSPs offer  
384 at no charge in their normal commercial practice.
- 385 • Provide, at the DOI’s option, access to elevated levels of support from the CSP, in a tiered level  
386 with accompanying and clearly defined payment levels.
- 387 • Monitoring dash-board tool must be able to integrate with the CSP.
- 388 • The prime contractor must be capable of migrating all existing CHS (and possibly other DOI)  
389 Cloud-based systems from where they currently reside into the CHS environment that will be  
390 supported under the CHS III contract. It should be noted that the CSP under any new CHS  
391 award, may not be where CHS currently resides.
- 392 • Provide, at the DOI’s option, consulting and other Cloud-related support services on an agreed-  
393 upon labor schedule. The USGS currently supports a VPC and associated support services with a  
394 combined government/contractor model. In general, contractors provide senior-level architecture  
395 guidance, high-end technical services, and knowledge transfer. The DOI anticipates it will  
396 continue to utilize contractors in that mode going forward. Additionally, periodic process and  
397 data integration analysis and support services will ensure optimization of processes that directly  
398 or indirectly affect cloud services, i.e. account, authentication, and configuration management.

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

411

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

## 416 **5.0 PROGRAM AND PROJECT MANAGEMENT**

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

420

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

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

### 441 **5.1 Reporting**

442 At the request of the Contracting Officer Representative (COR), the contractor shall provide the COR  
443 with separate Project Status Reports that monitor the progress, cost, schedule, and labor hours expended  
444 to date for each Task Assignment issued under this SOO (monthly). The Project Status Reports shall  
445 include a discussion of overall personnel, financial, deliverables and milestones, risks (to include

446 opportunities) and other issues, including potential impacts on schedules or project plans and  
447 recommended actions. Where relevant, the reports shall discuss these issues for each Task Assignment.  
448

449 The Contractor/Subcontractor employee by task assignment shall include in the reports a summary of  
450 expended labor hours and dollars. They shall submit each report to the government COR and Project  
451 Manager in accordance with the delivery schedule agreed upon by the parties. The COR may change the  
452 format and content of the reports over time to reflect the dynamic nature of the assigned activities.  
453 Although the reports are due at the request of the COR, this shall not relieve the Contractor of the  
454 responsibility to proactively keep the government informed of issues or problems as they occur (including  
455 technical, cost or schedule issues).  
456

457 The contractor shall also provide weekly updates that inform the COR about the status of each Task  
458 Assignment as requested.  
459

#### 460 **6.0 Statement of Objectives (SOO)**

461 The DOI seeks a single integrator and one or more Cloud Support Services Providers (CSPs) to assist  
462 with DOI leadership of data center consolidation and overall reduction of the DOI-owned and -managed  
463 data center footprint through vendor-managed cloud services. To maximize standardization and  
464 efficiency while minimizing duplicative administrative tasks, the CSP should have built in multi-tenancy  
465 capability to readily provide shared service across DOI. Where cloud services are not applicable, DOI  
466 continues to principally reduce application, system, and database inventories to essential enterprise levels  
467 by increasing the use of virtualization and DOI on-premise consolidation.  
468

469 Leveraging cloud services and on-premise, traditional virtualization, DOI is committed to:

- 470 • derive efficiency through the pooling of storage, network and compute resources, and on-demand  
471 dynamic resource allocation;
- 472 • offer efficient shared service via Application Rationalization, use of container based and  
473 serverless technology;
- 474 • enable automated Cloud Brokering, Multi-tenant capability, Zero Trust Networking; and  
475 • leveraging DevOps industry standard practices.  
476

477 Per federal guidance, through utilization of cloud hosting and the consolidation of data centers, DOI will  
478 modernize our IT infrastructure to improve efficiency, address material weaknesses, protect data, and  
479 ensure availability of IT infrastructure to staff and contractors in alignment with OMB guidance.  
480

481 The DOI OCIO will perform ongoing analysis of existing and future DOI applications cloud hosting and  
482 provide updated recommendations on the location of application hosting.  
483

484 The overarching DOI objectives for data center consolidation are to:

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

- 494 • Increase the IT security posture of DOI enterprise IT systems through implementation of  
495 standardized processes and monitoring tools across all systems located in the consolidated and  
496 existing data centers.
- 497 • Provide automated and standardized security hardening of hardware and software platforms in  
498 accordance with National Institute of Standards and Technology (NIST) 800-53 and Federal  
499 Information Security Management Act (FISMA) guidelines to ensure the integrity and  
500 confidentiality of DOI electronic information and systems.
- 501 • Provide automated and standardized monitoring of IT systems for availability and performance to  
502 improve service levels across the Department.
- 503 • Ensure continuous IT system availability and performance through implementation of  
504 redundancy, load balancing, continuity of operations and disaster recovery measures.
- 505 • Provide advisory services and solutions that will:
  - 506 ○ Satisfy FITARA reporting requirements while expanding information to incorporate  
507 cloud hosting services.
  - 508 ○ Catalog, standardize, and consolidate data center cloud hosting contracts.
  - 509 ○ Standardize, catalog and centralize the consumption and deployment of cloud services in  
510 both process and technology.
  - 511 ○ Develop a storefront for intake of development requests, create presentations, budget  
512 plans and projections, strategic roadmaps, and project plans to provide recommendations  
513 to the DOI/Bureau Cloud Services Team for cloud service offerings to address new  
514 requests for services, modernize our current cloud service portfolio, and determine which  
515 non-cloud offerings are migrated to the cloud and integrated into the cloud services  
516 portfolio.
  - 517 ○ Provide a method to transition and/or migrate legacy applications to enterprise cloud  
518 solutions.
  - 519 ○ Perform ongoing analysis of existing and future DOI applications cloud hosting services  
520 to provide recommendations on application hosting to the DOI cloud services managing  
521 partners.
  - 522 ○ Establish fundamental criteria for new applications that ensure compatibility with DOI  
523 enterprise cloud solutions.
  - 524 ○ Develop and implement solutions, procedures, communications and strategies that  
525 enforce cloud service provider adoptions.
  - 526

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

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

## 543 6.1 Cloud Technical Statement of Objectives

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

## 549 6.1.1 Provide Cloud Support Services

550 The cloud support services provider shall:

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

## 578 6.1.2 Deliverables

579 The contractor will submit the following:

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

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

### 601 6.1.3 Assumptions and Constraints

602 The U.S. Government expects the cloud support services provider will:

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

### 615 6.2 Provide Cloud Hosting Services (Platform)

616 The cloud hosting services provider shall identify, leverage and establish cloud services through  
617 Federal Risk and Authorization Management Program (FedRAMP) accredited “-as a Service”  
618 solutions such as: Infrastructure, Platform, and Storage. This is the principal objective. In addition,  
619 requirements for accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C.  
620 794d) are determined to be relevant. See <http://www.Section508.gov> to obtain information about  
621 Section 508 Electronic and Information Technology (EIT) Accessibility Standards.

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

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

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

#### 649 6.2.1 Deliverables

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

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

670

#### 671 6.2.2 Assumptions and Constraints

672

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

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

#### 681 6.3 Partnering Objectives

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

684 documented results from the DOI infrastructure services and systems will determine its performance.  
685 Within the context of this SOO, "partnership" means an interactive, mutually supportive professional  
686 relationship that is open, collaborative, agile, and customer oriented. In addition to meeting the objectives  
687 described herein, the U.S. Government expects the contractor to:  
688

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



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

#### 775 6.4 Period and Place of Performance

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

782

**7.0 Current Environment**

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

789

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

794

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

800

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

807

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

813

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

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

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

822

823 **Tiered data centers** utilize each of the following:

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

828

829  
830 **Non-tiered data centers** host IT equipment, but do not meet the tiered data center criteria.

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

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

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

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

851  
852 **Billing:**

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

862  
863 **7.2 Current CHS II Virtual Private Center (VPC) Support Services**

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

869  
870 **8.0 Approach Overview**

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

875 **8.1 Business Approach**

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

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

## 896 8.2 Technical Approach

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

## 926 8.3 Security Approach

- 927 1. Provide recommendations for support and cloud services in compliance and alignment with federal  
928 statutory requirements (e.g., 38 U.S.C. 5725) governing the protection of Personally Identifiable  
929 Information (PII) and Patient Medical Information (PMI), Federal Risk and Authorization  
930 Management Program (FedRAMP) standardized security assessment, authorization, and continuous  
931 monitoring policies as required by the scope of the project.
- 932 2. Provide cloud migration recommendations regarding security and privacy that are consistent with the  
933 NIST Special Publication 800-144, *Guidelines on Security and Privacy in Public Cloud Computing* or  
934 other applicable standards and guidelines.
- 935 3. Provide a draft security plan within 90 days after contract award date to DOI management, and  
936 physical and logical security and certification, (e.g., FedRAMP), such that cloud providers can deliver  
937 a single comprehensive solution that DOI can leverage across the organization, reducing end user  
938 confusion and security management complexity.
- 939 4. Provide recommendations for security for non-standard data transfers both in transit and at rest,  
940 resulting from the migration of the applications or services to the cloud.
- 941 5. Provide recommendations for specified auditable events related to the applications or services.
- 942 6. Provide recommendations for the skill level and number of government support personnel who need  
943 to have the appropriate level of background investigation or security clearance.
- 944 7. Identify any additional security and privacy standards to which cloud service providers should  
945 conform their services/solutions. For example: Properly securing connections between formerly co-  
946 located systems, including systems not migrated for business or other reasons.
- 947 8. Ensure contractors/subcontractors are fully responsible and accountable for ensuring compliance with  
948 all HIPAA, Privacy Act, FISMA, NIST, FIPS, and DOI security and privacy directives and  
949 handbooks for information systems that are hosted, operated, maintained, or used on behalf of DOI at  
950 non-DOI facilities. The contractor's security control procedures must be equivalent to those  
951 procedures used to secure DOI systems. The contractor must also provide a DOI privacy service-  
952 approved Privacy Impact Assessment (PIA) to the COR prior to operational approval.
- 953 9. Create associated recommendations for the most effective compliant risk assessments, routine  
954 vulnerability scanning, system patching and change management procedures, and the completion of  
955 an acceptable contingency plan for cloud service.
- 956 10. Implement a DOI-specific intellectual property rights policy.
- 957 11. Provide recommendations for security documentation review services to make sure that FedRAMP-  
958 approved security controls are compatible with DOI's mandates and policies.
- 959 12. Provide recommendations for contract support to verify that the contract between the cloud service  
960 provider and the DOI documents DOI security requirements.
- 961 13. Provide recommendations for administration support services to DOI project system administrators,  
962 to make sure that security controls not implemented by the Cloud Service Provider, are available to  
963 the project administrators. Each Cloud Service Provider should publish a worksheet in their security  
964 documentation package that details security control responsibility for the cloud service offering (IaaS,  
965 or PaaS).

## 966 8.4 Management Approach

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

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

#### 997 8.5 Administrative Approach

- 998 1. Provide end-to-end monitoring capability and reporting for service level agreement (SLA)  
999 requirements and metrics compliance by cloud service providers. Provide proposed SLA and  
1000 associated terms and conditions that describe methods of compliance with solicitation objectives and  
1001 requirements for establishing cloud provider relationships. Key elements covered in the SLA include:
- 1002 a. Metrics for the services provider as measured at the end user device;  
1003 b. Metric Time Objectives for tasks; and  
1004 c. Methods for meeting the Service Level Agreements.
- 1005 2. Provide configuration management recommendations for cloud virtual environments that integrate  
1006 with DOI configuration management system.
- 1007 3. Provide recommendations for archived and deleted record data retention consistent with DOI data  
1008 retention policy.
- 1009 4. Establish a centralized decision-making portal that maintains, at a minimum, a catalog of active,  
1010 available cloud services, associated contract information, SLA metrics, costs, real-time capacity and  
1011 trending reports, and accounting information. The portal, at a minimum, shall provide:
- 1012 a. A built-in analytics engine and enable functionality, (i.e., the ability to recommend providers  
1013 based on pricing)  
1014 b. A billing engine and interface, (i.e., that enables the ability to consolidate billing across  
1015 providers)  
1016 c. Reporting capabilities that allow administrators to easily view consumption, (i.e., the ability  
1017 to report planned versus actual spend)  
1018 d. The ability to use custom, user-defined metadata, (i.e., the ability to search/query bills by  
1019 custom tags like by application, group, line of business, project, region or provider)
- 1020 5. Provide a draft Quality Assurance Surveillance Plan (QASP) and/or Quality Control Plan (QCP) that  
1021 includes details for measuring performance and deliverables with metrics that may include data  
1022 availability, storage capacity, uptime, etc. These documents are to be correlated with the “as-is” and  
1023 “to-be” environments.

## 1024 9.0 Assumptions and Constraints

### 1025 9.1 Costing, Financial Assumptions and Constraints

1026 The DOI agrees to deliver services within a budget. Service delivery level attainment focuses on the  
1027 amount of work product, availability, or other service delivery unit successfully implemented in a given  
1028 time period. Business value focuses on the measurement of the attainment of the outcomes described in  
1029 service provider objectives. Process conformance focuses on the execution of the agreed to processes for  
1030 delivering the service. IT infrastructure focuses on the availability, threat, and event management of the  
1031 IT infrastructure that supports the service delivery. The present constrained programming levels will  
1032 force trade-offs which could be risk prohibitive. The identification of optimal program mixes within  
1033 available resources (constraint) will create rebalancing within the DOI. Risks to public-facing initiatives  
1034 could be unacceptable. Existing resources must absorb public-facing program initiatives and activities,  
1035 which could present unacceptable levels of risk.

1036 With rising customer expectations, increased requirements, constrained budgets, and growth of  
1037 innovation in technologies, the resulting cost comparisons provide information and can inform leadership  
1038 on whether to proceed with current strategies. Ultimately, the cloud services strategy will be based upon  
1039 continuous improvement and the delivery of a more effective and efficient process for the use of cloud  
1040 services.

1041  
1042 Cost savings accumulate in the out-years. Early identification of resources relating to transition and  
1043 migration, would increase those costs savings. In addition, the old environment must continue to operate  
1044 until successful cutover and decommissioning of the old environment is complete. The U.S. Government  
1045 expects Cloud Hosting Solutions contractors will:

- 1046 1. Be consistent with their public commercial hosting cost rates for the duration of the contract  
1047 period of performance (POP);
- 1048 2. Establish and sustain a FedRAMP approved platform for utilization within the bounds of this  
1049 contract;
- 1050 3. Provide 75% alert thresholds and adhere to the approved billing process through the life of the  
1051 contract with the government billing/invoicing systems. This billing process interval will be  
1052 monthly and based upon Gregorian calendar months;
- 1053 4. Offer Platform as a service (PaaS) and Infrastructure as a Service (IaaS) for all providers;
- 1054 5. Allow for hardware fault tolerance and disaster recovery of multiple physical hosting facilities in  
1055 different geographic locations for each cloud hosting solutions contractor, with at least 50 miles  
1056 between them;
- 1057 6. There needs to be at least two hosting centers per task order located in the United States,  
1058 including one near the west coast and one near the east coast, that can support Federal  
1059 Information Security Management Act (FISMA) moderate level systems, to ensure that DOI can  
1060 locate systems that will be resilient to a regional outage events and potentially minimize latency  
1061 issues for customers located in those areas. Additionally, access to an environment that is  
1062 certified to support FISMA high level systems will be required;
- 1063 7. Provide interconnection solutions that meet the latest Government Trusted Internet Connection  
1064 (TIC) requirements. The reseller may propose optional services that allow the government to  
1065 utilize a "TIC in the Cloud" in which the vendor provides MTIPS capabilities as part of the cloud  
1066 option;
- 1067 8. Provide the capability to support the terms of service requirement of terminating a service at the  
1068 convenience of the government (on-demand);
- 1069 9. Provide options, such as use of a single-tenant virtual machines that run dedicated instances on  
1070 hardware for a single customer;

- 1071 10. Provide virtual machine types as a few examples that are designed for either high levels of  
 1072 computing, memory intensive usage, or storage with high I/O performance depending upon  
 1073 government needs;  
 1074 11. Respond to customer-driven requirements for compute and storage tiering to meet or exceed the  
 1075 government's needs;  
 1076 12. Provide automated storage lifecycle tiering;  
 1077 13. Provide persistent storage of data that can be automatically replicated within the cloud provider's  
 1078 environment and an ability to provide deep archive storage depending upon the project specific  
 1079 requirements;  
 1080 14. Understand the Archival storage capability that meets SEC Rule 17a-4(f), FINRA Rule 4511 and  
 1081 CFTC Regulation 1.3. <https://www.sec.gov/rules/sro/finra/2019/34-85209.pdf>  
 1082 <https://www.sec.gov/rules/sro/finra/2019/34-85209.pdf>  
 1083 15. Provide a capability depending upon demand of low-cost storage tier for archiving long-term  
 1084 backups of systems similar in cost to traditional tape storage in DOI on premise environments as  
 1085 requested by the government;  
 1086 16. Comply with the corrective actions or mitigation and timeframes identified in government-  
 1087 provided Information Assurance Vulnerability Alerts (IAVAs); and  
 1088 17. Provide encryption of object-level data stores with customer-based or provider managed keys.

1089 9.2 Non-costing/Non-financial Assumptions and Constraints:

1090 **Interoperable infrastructure:** Cloud services must support the entire DOI Enterprise; therefore,  
 1091 contractors must offer internal users, mission partners, and other stakeholders a robust, agile,  
 1092 interoperable infrastructure that provides connectivity and computing capability to deliver integrated  
 1093 services. The DOI Virtual Private Center's (VPC) scope is staggering, while services are to be provided  
 1094 throughout a nationwide network of bureaus.

1095  
 1096 **10. Transition Out:**

1097 At the end of the period of performance, the incumbent contractor shall transition activities to the  
 1098 incoming contractor with minimal disruption of services to the government. The contractor shall  
 1099 maintain sufficient qualified staff to meet all requirements of this effort services. The contractor shall  
 1100 submit a written phase-out plan to the COR no later than ninety (90) calendar days prior to the expiration  
 1101 of the contract period, unless otherwise agreed upon. The plan shall detail phase-out activities to assure  
 1102 continuity of operations and the execution of a smooth and timely transition. Phase-out activities shall be  
 1103 coordinated through the COR. The outgoing contractor shall submit a weekly status report of phase-out  
 1104 activities to the COR.  
 1105

**GS0335 Information Technology**

**December 2011**

1106 **1. Background Investigation**

1107 For this effort, the Government has made the determination of Moderate Risk position. Therefore, if  
 1108 personnel have access to any DOI or bureau IT system, they are required to have a completed, favorably  
 1109 adjudicated background investigation at the Minimum Background Investigation level prior to accessing  
 1110 DOI or bureau systems.

1111  
 1112 The COR or Program Manager will ensure that a completed Contractor Information Worksheet for each  
 1113 applicant is forwarded to the Federal Protective Service in accordance with the DOI/FPS Contractor  
 1114 Suitability and Adjudication Program Implementation Plan dated February 20, 2007.  
 1115



1116 The Provider is responsible for maintaining an up-to-date list of all personnel that have access to DOI  
1117 data. This list shall be provided by the service provider at any time during the life of the contract when  
1118 requested by the CO, COR, ISSO, or ASM via email. The vendor shall provide the list within three days  
1119 of the request.

## 1120 **2. Non-disclosure Agreement**

1121 The Provider shall require each employee that interfaces with a DOI/bureau IT system or data, its  
1122 management, hosting, and delivery to sign non-disclosure agreements prior to beginning work on the  
1123 contract.

## 1124 **3. Training**

1125 Provider employees must complete DOI's end user computer security awareness training, or equivalent,  
1126 prior to being granted access to any DOI/bureau system or data or being issued a user account. Training  
1127 must be renewed annually. Provider employees are also required to complete IT security role-based  
1128 training in accordance with NIST SP 800-16 and DOI's Role Based Security Training Standard. The  
1129 Provider shall annually prepare a report listing all Provider employees, security awareness training  
1130 completion status by each employee, and IT security role-based training completion status by each  
1131 employee with an explanation as to how each employee satisfied these annual training requirements. The  
1132 Provider shall maintain records of all supporting evidentiary artifacts of completion and make them  
1133 available for inspections and audit by the Government upon request.

## 1134 **4. Personnel Changes**

1135 The Provider shall notify the CO, ISSO, and ASM immediately when key employees having access to  
1136 cloud systems or USGS/DOI information are reassigned or leave the Provider's employment and prior to  
1137 an unfriendly termination.

## 1138 **5. Contractor Location**

1139 No portion of the services to be performed hereunder may be performed outside the United States without  
1140 the express written permission of the Contracting Officer.

## 1141 **6. Applicable Standards**

1142 At no additional cost to the Government, Contractor shall comply and cause its subcontractors to agree to  
1143 comply with all Information Assurance, IT security and privacy laws, regulations, policies and standards  
1144 that are applicable to Provider in their provision of the services to the Government including FISMA  
1145 which requires NIST standards.

1146  
1147 If, during the term of this contract, there are changes to the data protection and privacy laws and  
1148 regulations, including FISMA or FedRAMP, or if there are new US Federal Government requirements  
1149 applicable to the Government, then the Provider and the Government will address the changes in a  
1150 mutually agreed upon Change Management Process.

## 1151 **7. Security Categorization**

1152 The Government has completed a Privacy Impact Assessment (PIA) and categorized the system and the  
1153 information processed, stored, or transmitted by the system in accordance with FIPS 199, *Standards for*  
1154 *Security Categorization of Federal Information and Information Systems*.  
1155 Analysis Summary: Impact Level (MOD)  
1156

**1157 8. Property Rights**

1158 The Government will retain unrestricted rights to Government data. The ordering activity retains  
1159 ownership of any user created/loaded data and applications hosted on DOI/Bureau or vendor's  
1160 infrastructure, as well as maintains the right to request full copies of these at any time. The data must be  
1161 available to the Government upon request within one business day or within the timeframe specified  
1162 otherwise and shall not be used for any other purpose other than that specified herein. The Provider shall  
1163 provide requested data at no additional cost to the government and no data shall be released by the  
1164 Provider without the written consent of the Government. All requests for release must be submitted in  
1165 writing to the CO, COR, and ISSO.

**1166 9. Independent Verification and Validation (IV & V)**

1167 The Provider shall be a Federal Risk and Authorization Management Program (FedRAMP) compliant  
1168 cloud service provider (CSP). The CSP must go through the process to attain an appropriate bureau or  
1169 agency Authorization to Operate. The minimum requirements for low and moderate impact cloud  
1170 systems are contained within the FedRAMP Cloud Computing Security Requirements Baseline. The  
1171 Provider and Federal Government Agency share responsibility to ensure compliance with security  
1172 requirements as documented in the CSP's Control Implementation Summary (CIS).  
1173 FedRAMP requires CSPs to utilize a Third-Party Assessment Organization (3PAO) to perform an  
1174 assessment of the CSP's security controls. The Provider shall implement the controls shown in the CIS  
1175 and abide by FedRAMP Continuous Monitoring Requirements for low and moderate impact systems (as  
1176 defined in FIPS 199).

**1177 10. Security Assessment and Authorization**

1178 Applications must undergo FISMA Compliant Security Assessment and Authorization (A&A) prior to  
1179 going into production and undergo Continuous Monitoring. The CSP must follow the most current  
1180 version of the following:

- 1181 - NIST SP 800-37
- 1182 - 800-34
- 1183 - 800-18
- 1184 - 800-30
- 1185 - 800-60
- 1186 - 800-53
- 1187 - 800-63A
- 1188 - Federal Information Processing Standard 199 and 200
- 1189 - Applicable DOI/USGS guides/templates
- 1190 - DOI Privacy Impact Assessment

1191 The CSP will work with the issuer of the task order to define a clearly demarcated security authorization  
1192 boundary and will provide supporting documentation to the issuer of the task order as necessary in  
1193 support of the A&A process. The CSP shall provide access to the Federal Government, or their designee  
1194 acting as their agent, when requested, in order to verify compliance with the requirements for an IT  
1195 security program.

**1196 11. Internet Logon Banner**

1197 Provider employees who will access DOI/bureau data and information must acknowledge a Government-  
1198 approved logon warning prior to each logon to the system. Any application developed or maintained  
1199 under this contract must contain a DOI/bureau approved logon warning advising users of rules,  
1200 restrictions, and privacy expectations for that application.  
1201

**12. Incident Reporting**

1203 Upon becoming aware of any unlawful access to any Government data stored on CSP equipment or in  
1204 CSP facilities, or unauthorized access to such facilities or equipment resulting in loss, disclosure or  
1205 alteration of any Government data (each, a “Security Incident”), CSP as applicable will perform the  
1206 following:

- 1207 - Immediately notify the CO, COR, and ISSO via email with details of the security incident;
- 1208 - Immediately notify the USGS CSIRT ([csirt@usgs.gov](mailto:csirt@usgs.gov));
- 1209 - Investigate the security incident and provide Government with detailed information about the  
1210 security incident;
- 1211 - Take reasonable steps to mitigate the effects and to minimize any damage resulting from the  
1212 security incident.

**13. Quality Control**

1213 All software and hardware shall be free of malicious code. Validation of this must be written into the  
1214 contract. Please refer to: <https://nvlpubs.nist.gov/nistpubs/ir/2021/NIST.IR.8397.pdf>.

**14. Self-Assessment**

1217 The CSP shall work with the Government to perform annual self-assessments of security control  
1218 implementation. The COR or ISSO will provided guidance and relevant documentation.

**15. Vulnerability Analysis**

1220 All systems must be scanned monthly with a vulnerability analysis tool that is acceptable to the bureau  
1221 issuing the task order. All “safe” or “non-destructive” checks must be turned on. An electronic copy of  
1222 each report and session data will be provided to the COR and ISSO. The Government reserves the right  
1223 to conduct unannounced and prearranged independent vulnerability scanning using Government  
1224 personnel or another contractor. The CSP will take appropriate and timely action to correct or mitigate  
1225 any weaknesses discovered during such testing generally at no additional costs.

**16. Security Controls**

1227 The CSP shall, with the knowledge and concurrence of the Government system owner, be responsible for  
1228 IT security for all non-government-owned systems used in the development of and systems intended for  
1229 eventual delivery to the Department in fulfillment of contract requirements. This includes hardware,  
1230 software, databases, networks, and telecommunications systems.

1231 The CSP will be required to ensure compliance with the security control requirements of the current  
1232 version of NIST SP 800-53 or FIPS 200 that are appropriate to the sensitivity and criticality of the data or  
1233 system.

**17. Contingency Plan**

1235 The CSP will submit a contingency plan in accordance with NIST SP 800-34 and DOI policy.  
1236

**GS0339 Green Acquisition (Modified)****July 2018**

1237 In the performance of work under this contract, the Contractor shall exert its best efforts to provide  
1238 services in a manner that will promote the natural environment and protect health and well-being. Green  
1239 purchasing or environmentally preferable contracting includes the initiatives described below:  
1240

1241 Alternative Fuels and Vehicles are described at <http://www.afdc.energy.gov/afdc/>

1242 Biobased Products are described at <http://www.biopreferred.gov/>

1243 Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at  
1244 <http://www.eere.energy.gov/femp/procurement> for FEMP designated products.

1245 Environmentally Preferable Computers are described at <http://www.epeat.net>  
1246 Significant New Alternatives Program (SNAP) are described at <http://www.epa.gov/snap/overview-snap>

1247  
1248 The Comprehensive Procurement Guidelines promote the use of recovered and recycled products at  
1249 <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

1250  
1251 Water efficient products and services are described at <https://www.epa.gov/watersense>  
1252

## 1253 SECTION 508 STANDARDS

1254  
1255 Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-  
1256 220) requires that when Federal agencies develop, procure, maintain, or use information and  
1257 communication technology (ICT), it shall be accessible to people with disabilities. Federal employees and  
1258 members of the public who have disabilities must have access to, and use of, information and data that is  
1259 comparable to people without disabilities.

1260 1. Products, platforms and services delivered as part of this work statement that are ICT, or contain  
1261 ICT, must conform to the Revised 508 Standards, which are located at 36 C.F.R. § 1194.1 &  
1262 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>  
1263  
1264

1265 **Item that contains ICT:** Cloud Hosting Solutions

1266 **Applicable Functional Performance Criteria:** All functional performance criteria apply when using an  
1267 alternative design or technology that achieves substantially equivalent or greater accessibility and  
1268 usability by individuals with disabilities, than would be provided by conformance to one or more of the  
1269 requirements in Chapters 4-6 of the Revised 508 Standards, or when Chapters 4-6 do not address one or  
1270 more functions of ICT.

1271 301.1 Scope – The requirements of Chapter 3 shall apply to ICT where required by 508 Chapter 2  
1272 (Scoping Requirement), 255 Chapter 2 (Scoping Requirements), and where otherwise reference in any  
1273 other chapter of the Revised 508 Standards or Revised 255 Guidelines.

1274 302.1 Without Vision – Where a visual mode of operation is provided, ICT shall provide at least one  
1275 mode of operation that does not require user vision.

1276 302.2 With Limited Vision – Where a visual mode of operation is provided, ICT shall provide at least one  
1277 mode of operation that enables users to make use of limited vision.

1278 302.3 Without Perception of Color – Where a visual mode of operation is provided, ICT shall provide at  
1279 least one visual mode of operation that does not require user perception of color.

1280 302.4 Without Hearing – Where an audible mode of operation is provided, ICT shall provide at least one  
1281 mode of operation what does not require user hearing.

1282 302.5 With Limited Hearing – Where an audible mode of operation is provided, ICT shall provide at least  
1283 one mode of operation that enables users to make use of limited hearing.

1284 302.6 Without Speech - Where speech is used for input, control, or operation, ICT shall provide at least  
1285 one mode of operation that does not require user speech.

1286 302.7 With Limited Manipulation – Where a manual mode of operation is provided, ICT shall provide at  
1287 least one mode of operation that does not require fine motor control or simultaneous manual operations.

1288 302.8 With Limited Reach and Strength – Where a manual mode of operation is provided, ICT shall  
1289 provide at least one mode of operation that is operable with limited reach and limited strength.

1290 **Applicable requirements for software features and components:** All WCAG Level AA Success  
1291 Criteria, 502 Interoperability with Assistive Technology, 503 Application

1292 **Applicable requirements for hardware features and components:** All requirements apply.

1293 **Applicable support services and documentation:** All requirements apply.

1294

## 1295 **Appendix A. Service Level Agreement**

---

1296 This network solution shall meet the requirements of the applicable SLAs such as customer satisfaction,  
1297 performance management, services migration, contractor staff clearances, etc.  
1298

### 1299 **Cloud Computing Service Level Agreements**

- 1300 1. Roles and responsibilities
- 1301 a. Specify roles and responsibilities of all parties with respect to the SLA, at a minimum,  
1302 include agency and cloud providers.
- 1303 b. Define key terms, such as dates and performance.
- 1304 2. Performance measures
- 1305 a. Define clear measures for performance by the contractor. Include which party is  
1306 responsible for measuring performance. Examples of such measures would include:
- 1307 i. Level of service (e.g., service availability—duration the service is to be available  
1308 to the agency).
- 1309 ii. Capacity and capability of cloud service (e.g., maximum number of users that  
1310 can access the cloud at one time and ability of provider to expand services to  
1311 more users).
- 1312 iii. Response time (e.g., how quickly cloud service provider systems process a  
1313 transaction entered by the customer, response time for responding to service  
1314 outages).
- 1315 b. Specify how and when the agency has access to its own data and networks. This includes  
1316 how data and networks are to be managed and maintained throughout the duration of the  
1317 SLA and transitioned back to the agency in case of exit/termination of service.
- 1318 c. Specify the following service management requirements:
- 1319 i. How the cloud service provider will monitor performance and report results to  
1320 the agency.
- 1321 ii. When and how the agency, via an audit, is to confirm performance of the cloud  
1322 service provider.
- 1323 d. Provide for disaster recovery and continuity of operations planning and testing, including  
1324 how and when the cloud service provider is to report such failures and outages to the  
1325 agency. In addition, how the provider will remediate such situations and mitigate the  
1326 risks of such problems recurring.
- 1327 e. Describe any applicable exception criteria when the cloud provider's performance  
1328 measures do not apply (e.g., during scheduled maintenance or updates).
- 1329 3. Security
- 1330 a. Specify metrics the cloud provider must meet in order to show it is meeting the agency's  
1331 security performance requirements for protecting data (e.g., clearly define who has access  
1332 to the data and the protections in place to protect the agency's data).
- 1333 b. Specifies performance requirements and attributes defining how and when the cloud  
1334 service provider is to notify the agency when security requirements are not being met  
1335 (e.g., when there is a data breach).
- 1336 4. Consequences
- 1337 a. Specify a range of enforceable consequences, such as penalties, for non-compliance with  
1338 SLA performance measures.
- 1339 5. OMB and DOI Policy and Guidance, to include OIG/OGC Concerns
- 1340 a. Provide the CO, COR, DOI Project Manager, and representatives of the agency's OIG,  
1341 full and free access to the Contractor's (and Subcontractors') facilities, installations,  
1342 operations documentation, databases, and personnel used for contract hosting  
1343 services. This access shall be provided to the extent required to carry out audits,

1344 inspections, investigations, or other reviews to ensure compliance with contractual  
1345 requirements for IT and information security, and to safeguard against threats and  
1346 hazards to the integrity, availability, and confidentiality of agency information in the  
1347 possession or under the control of the Contractor (or Subcontractor).

1348 b. Fully cooperate with all audits, inspections, investigations, or other reviews conducted by  
1349 or on behalf of the CO or the agency OIG as described in subparagraph (a). Full  
1350 cooperation includes, but is not limited to, prompt disclosure (per agency policy) to  
1351 authorized requests of data, information, and records requested in connection with any  
1352 audit, inspection, investigation, or review, making employees of the Contractor available  
1353 for interview by auditors, inspectors, and investigators upon request, and providing  
1354 prompt access (per agency policy) to Contractor facilities, systems, data and personnel to  
1355 the extent the auditors, inspectors, and investigators reasonably believe necessary to  
1356 complete the audit, inspection, investigation, or other review. The Contractor's (and any  
1357 Subcontractors') cooperation with audits, inspections, investigations, and reviews  
1358 conducted under this clause will be provided at no additional cost to the Government.

## 1359 **Appendix B. Measures of Success**

---

1360 **High Usability** – ability to meet business requirements of DOI offices through a built-in capacity  
1361 to accommodate new applications & COTS tools, without necessitating wholesale changes in  
1362 infrastructure architecture or technology.

1363 **High Availability** – 24x7 user access to data and systems (as appropriate), providing higher  
1364 productivity; secured and proactively monitored infrastructure, governed by formal change and  
1365 problem management, leading to lower system downtime and the elimination of single points of  
1366 failure.

1367 **High Reliability** – secured and proactively monitored infrastructure governed by formal change  
1368 and problem management, leading to lower system downtime.

1369 **Maintainability** – a standard, simplified technical architecture through a low number of  
1370 configurations, standardization of the environment, release management, and re-alignment of  
1371 technical capabilities with DOI business functions.

1372 **Security** – ability to confirm with a high level of assurance that the DOI infrastructure,  
1373 information and assets are protected from malicious attack, corruption or destruction without the  
1374 loss of confidentiality, availability or integrity. The contractor shall support all Federal  
1375 Information Security Management Act (FISMA) ratings to include low, moderate and high.

1376 **Sustainability** – technology refresh, on-going maintenance, and capacity planning driven by  
1377 business requirements.

1378 **Scalability** – ability to increase capacity to meet changing requirements and mission objectives  
1379 (this includes, but is not limited to monitoring, system administration, user support, and timely  
1380 provisioning).

1381 **Maximum Flexibility and Agility** – adaptive to new business requirements or surges without  
1382 requiring wholesale technology changes.

1383 **Portability** – secure mobile computing and remote access to corporate data.

1384 **High Efficiency** – achieve high capability and service delivery at lowest cost practical.

1385 **Easy Manageability** – electronic executive dashboards, easily accessible performance reporting,  
1386 streamlined invoicing, and benchmarking of performance and measurements.



1387

**SECTION D - Packaging and Marking**

1388

**1389 Package and Shipping of Deliverables**

1390 Any deliverables requiring shipping will be specified and an address provided under a task order.

1391

1392

**END OF SECTION D**

1393 **SECTION E - Inspection and Acceptance**

1394

1395 **52.252-2 Clauses Incorporated by Reference February 1998**

1396

1397 This contract incorporates one or more clauses by reference with the same force and effect as if they were  
1398 given in full text. Upon request, the Contracting Officer will make their full text available. Also, the text  
1399 of a clause may be accessed electronically at this address: [FAR | Acquisition.GOV](http://FAR.Acquisition.GOV)

1400 **52.246-2 Inspection of Supplies – Firm Fixed Price August 1996**1401 **52.246-4 Inspection of Services - Fixed-Price August 1996**1402 **52.246-6 Inspection - Time-and-Material and Labor-Hour May 2001****GS0721 Inspection and Acceptance Period (Modified) July 2001**

1403 (a) It is anticipated that inspection and acceptance shall be completed by Government personnel of the  
1404 bureau issuing task order within 30 days after delivery of all completed deliverables by the contractor, at  
1405 which time the contractor will be informed of any deficiencies or of final payment approval.

1406 (b) Accordingly, subparagraph (a)(5)(i) of the clause FAR 52.232-25, Prompt Payment, is hereby  
1407 modified to increase the constructive acceptance period to 30 days. If the Government subsequently  
1408 rejects the items, and repair or replacement cannot be affected within the contract delivery date, the  
1409 contractor may request that the contract delivery date be extended one day for each day the Government  
1410 required for inspection in excess of the above allotted inspection period.

1411 **END OF SECTION E**

1412 **SECTION F - Deliveries or Performance**

1413

1414 **52.252-2 Clauses Incorporated by Reference February 1999**

1415

1416 This contract incorporates one or more clauses by reference with the same force and effect as if they were  
 1417 given in full text. Upon request, the Contracting Officer will make their full text available. Also, the text  
 1418 of a clause may be accessed electronically at this address: <http://farstie.hill.af.mil/>

1419 **52.242-15 Stop-Work Order. August 1989**1420 **52.242-17 Government Delay of Work. April 1984****GS0905 Place of Performance July 2001**

1421 Services may be provided off-site, on-site, or a combination of, depending on program requirements and  
 1422 will be identified in individual Task Orders.

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

1423 The period of performance of this contract shall be from date of award through five years with three  
 1424 potential options.

1425 The Period of Performance (POP) of the resulting IDIQ contract is structured as one continuous five-year  
 1426 base ordering period, with three two-year option ordering periods, for a potential of 11 years. After the  
 1427 Base Ordering POP expires, the IDIQ will remain an active contract until performance under the final TO  
 1428 is completed and shall govern the terms and conditions with respect to active TOs to the same extent as if  
 1429 it were completed during the requisite ordering period.

1430 The anticipated POP for the resulting IDIQ contract is as follows:

1431 Base Period (5 years)

1432 Option Year One (2 years)

1433 Option Year Two (2 years)

1434 Option Year Three (2 years)

1435  
 1436 New Task Orders shall not be placed under the IDIQ if the contract is terminated or has expired. No Task  
 1437 Orders may exceed five years, inclusive of options, from the date that the order is placed. Task Order  
 1438 options, if included and evaluated at initial issuance of the Task Order, may be exercised after the  
 1439 expiration date of the IDIQ contract.

**GS0919 Legal Holidays January 2002**

1440 The following legal holidays are observed by this Government agency:

1441	New Year's Day	January 01
1442	Martin Luther King's Birthday	3rd Monday in January
1443	Presidents Day	3rd Monday in February
1444	Memorial Day	Last Monday in May

1445	Juneteenth Independence Day	June 18
1446	Independence Day	July 04
1447	Labor Day	1st Monday in September
1448	Columbus Day	2nd Monday in October
1449	Veterans Day	November 11
1450	Thanksgiving Day	4th Thursday in November
1451	Christmas Day	December 25

1452 When a holiday falls on Saturday or Sunday, it is observed on the adjacent Friday or Monday,  
1453 respectively.

1454 In addition to the holidays listed above, the contractor agrees to observe leave days or closures designated  
1455 by Federal Statute, Executive Order, or Presidential Proclamation.

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

**July 2001**

1456 (a) Government facilities where contractor employees are working may occasionally have unscheduled  
1457 closures in which federal employees are dismissed on administrative leave (such as for inclement  
1458 weather, holiday early closings, power outages, or other emergencies). In these cases, the Contracting  
1459 Officer or COR will advise the contractor whether any of the contractor's activities are considered critical  
1460 and require continued performance. In most cases, the Contractor employees not performing critical tasks  
1461 will not be allowed to remain in the facility after federal employees are dismissed.

1462 (b) If the contractor opts to treat these nonproductive hours as paid leave, these hours are considered an  
1463 allowable cost under the contract. The total number of hours charged on such days may not exceed the  
1464 number scheduled for affected employees and may not include overtime hours.

1465 (c) Paragraph (b) does not apply, and nonproductive hours are not billable as direct hours worked where  
1466 the contractor's accounting system normally treats leave of the type used as an indirect or fringe benefit  
1467 pool expense.

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

**March 2003**

1468 (a) Government facilities where contractor employees are working may occasionally be closed  
1469 temporarily and federal employees dismissed, such as for inclement weather, holiday early closings,  
1470 power outages, or other emergencies. In these cases, the Contracting Officer or COR will advise the  
1471 contractor whether any of the contractor's activities on Government facilities are considered critical and  
1472 require continued performance. In most cases, the Contractor will be required to dismiss employees at  
1473 Government facilities who are performing noncritical tasks after federal employees are dismissed.

1474 (b) If the unscheduled closure causes an increase in the cost of contract performance or if any contract  
1475 term or condition is affected by the closure, the Contractor may request an adjustment pursuant to Clause  
1476 FAR 52.242-17 Government Delay of Work.

1477 (c) Contractor performance at locations that are not affected by the unscheduled closure will not be  
1478 subject to this clause.

1479 **END OF SECTION F**

1480 **SECTION G - Contract Administration Data****GS1101 Contract Administration Office****July 2001**

1481 (a) This contract will be administered by:

1482 U.S. Geological Survey  
1483 Office of Acquisition and Grants  
1484 National Acquisition Branch  
1485 Attn: Vickie Floyd  
1486 12201 Sunrise Valley Dr.  
1487 Reston, VA 20192  
1488 Email: vfloyd@usgs.gov

1489 (b) Written communications to the Administrative Contracting Officer shall make reference to the  
1490 contract number and shall be mailed/emailed to the above address.

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

1491 Contracting Officers may de-obligate unexpended balances with a unilateral administrative modification  
1492 when all the following applies:

1493 (a) The following clause is included in the award, either initially or subsequently by bilateral  
1494 modification:

1495 The contractor shall submit all invoices under the award no later than 90 calendar days after the period of  
1496 performance has expired, unless a request for extension has been submitted to the Contracting Officer.  
1497 After 120 days has passed since the expiration of the period of performance, the government reserves the  
1498 right to issue a unilateral modification deobligating any unexpended funds, and to initiate closeout  
1499 procedures.

1500 (b) The Contracting Officer has contacted the cognizant program official to confirm that all work is  
1501 complete, and deliverables received and accepted.

1502 (c) The Contracting Officer has determined that the vendor has invoiced and been paid all amounts due  
1503 under the award.

1504 (d) All addition close procedures will be initiated as appropriate.

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

1505 In the event the contractor encounters difficulty in meeting performance requirements, or when it  
1506 anticipates difficulty in complying with the contract delivery schedule or date, or whenever the contractor  
1507 has knowledge that any actual or potential situation is delaying or threatens to delay the timely  
1508 performance of this contract, the contractor shall immediately notify the contracting officer and the COR,  
1509 in writing, giving pertinent details. This data shall be informational only in character. Notice under this  
1510 provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any  
1511 rights or remedies provided by law or under this contract.

1512 **Electronic Invoicing and Payment Requirements -**  
1513 **Invoice Processing Platform (IPP)**

**April 2013**

1514 Payment requests must be submitted electronically through the U. S. Department of the Treasury's  
1515 Invoice Processing Platform System (IPP).

1516 "Payment request" means any request for contract financing payment or invoice payment by the  
1517 Contractor. To constitute a proper invoice, the payment request must comply with the requirements  
1518 identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4  
1519 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP  
1520 website address is: <https://www.ipp.gov>.

1521 Under this contract, the following documents are required to be submitted as an attachment to the IPP  
1522 invoice [TBD at time of Award]:

1523 The Contractor must use the IPP website to register access and use IPP for submitting requests for  
1524 payment. The Contractor Government Business Point of Contact (as listed in SAM will receive  
1525 enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business  
1526 days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the  
1527 IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

1528 If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for  
1529 payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its  
1530 proposal or quotation.

**1452.201-70 Authorities and delegations**

**September 2011**

1531 (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any  
1532 term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

1533 (b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR  
1534 will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be  
1535 appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation  
1536 will be made by written changes to the existing appointment or by issuance of a new appointment.

1537 (c) The COR is not authorized to perform, formally or informally, any of the following actions:

1538 (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes  
1539 or may change this contract;

1540 (2) Waive or agree to modification of the delivery schedule;

1541 (3) Make any final decision on any contract matter subject to the Disputes Clause;

1542 (4) Terminate, for any reason, the Contractor's right to proceed;

1543 (5) Obligate in any way, the payment of money by the Government.

1544 (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized  
1545 representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not  
1546 proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the

1547 Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued  
1548 direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the  
1549 occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and  
1550 consequences of performing any work it is directed to perform that falls within any of the categories defined in  
1551 paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

1552 (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this  
1553 clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with  
1554 respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

1555 (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

1556 (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the  
1557 Government or any Government official other than the Contracting Officer or the COR acting within his or her  
1558 appointment, shall be at the Contractor's risk.

1559 **END OF SECTION G**

1560 **SECTION H - Special Contract Requirements****GS0199 Prevention of Malicious Code****June 2018**

## 1561 (a) Definitions

1562 Malicious code is a computer code developed for the purpose of causing some form of intentional damage  
 1563 to computer systems or networks. Malicious code may be a complete program or code imbedded in  
 1564 software programs that appear to provide useful functions. The term includes computer viruses and other  
 1565 destructive programs, such as "Trojan Horses" and network "worms." (b) The contractor must have in  
 1566 place an anti-virus procedure to ensure that media supplied is uncontaminated by malicious code. (c) The  
 1567 contractor is required to scan all delivered software to insure it is free of malicious code prior to its  
 1568 installation or operation on Government-owned computers or contractor-owned computers connected to  
 1569 Government computer systems or networks. Contractors using diagnostics software disks or connecting to  
 1570 a non-Government computer while performing repairs or upgrades to a Government computer will scan  
 1571 the serviced computer's drive(s) to ensure they are free of malicious code upon completion of the service  
 1572 call, or prior to return of serviced equipment, if servicing is performed off-site.

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

1573 No interpretation of any provision of this contract, including applicable specifications, shall be binding on  
 1574 the Government unless furnished or agreed to in writing by the Contracting Officer.

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

1575 (a) The Contractor shall assign to this contract the following key personnel to the identified  
 1576 positions/functions:

1577 **Position/Function****Name**1578 **TO BE DETERMINED AT TIME OF CONTRACT AWARD**1579 *(Offeror must fill in names of proposed key personnel, as presented in the technical proposal.)*

1580 (b) During the first 180 days of performance, the Contractor shall make no substitutions of key personnel  
 1581 unless the substitution is necessitated by illness, death, or termination of employment. The Contractor  
 1582 shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events  
 1583 and provide the information required by paragraph (c) below. After the initial 90-day period, the  
 1584 Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15  
 1585 days prior to making any permanent substitutions.

1586 (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed  
 1587 substitutions, complete resumes for the proposed substitutes, and any additional information requested by  
 1588 the Contracting Officer. Proposed substitutes must possess qualifications comparable to the original key  
 1589 person, as well as satisfying any minimum standards set forth elsewhere in the solicitation/contract. The  
 1590 Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required  
 1591 information of the decision on substitutions. This clause will be modified to reflect any approved changes  
 1592 of key personnel.



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

1593 (a) Upon contract award, the contractor shall furnish to the contracting officer the name of the person he  
1594 has designated and assigned exclusively to this contract as his agent or representative. The contractor's  
1595 representative shall exercise overall management responsibility for the contract effort, receive technical  
1596 direction, and handle problems arising under the contract, such as dismissals, disciplinary matters, etc.  
1597 The contractor's representative is further responsible for coordinating matters of mutual concern with the  
1598 Government representatives. In the event questions of responsibility arise, they shall be resolved by the  
1599 contracting officer or his authorized representative.

1600 (b) The contractor's representative may not be diverted to other projects for 14 consecutive days or more  
1601 without giving prior written notification to the contracting officer or his representative. Such notification  
1602 shall include a justification for the diversion, together with information on the proposed substitute in  
1603 sufficient detail to permit analysis of any potential negative effects on contract performance. No  
1604 substitution shall be made without the written consent of the contracting officer; provided, however, that  
1605 the contracting officer may grant such consent retroactively. Any such substitution of a permanent nature  
1606 will be made a part of this contract through the issuance of a modification.

1607 (c) When the Contractor's Representative is temporarily unavailable to manage the contract effort for a  
1608 period longer than 72 hours, including absences due to vacation or illness, the contractor will provide to  
1609 the COR a written designation of an alternate representative, itemizing any limitations in the alternate's  
1610 authority. The procedures of paragraph (b) above do not apply to such temporary designations unless  
1611 they are expected to exceed the time period indicated in that paragraph.

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

1612 "Compliance with Occupational Safety and Health Act -- Government-Owned  
1613 Performance of work hereunder shall comply with the provisions of the Occupational Health and Safety  
1614 Act of 1970, as amended (OSHA). If, at any time during the performance of this contract, the  
1615 Government-furnished facilities and/or equipment do not conform to OSHA standards, the contractor  
1616 must so notify the Contracting Officer, in writing, including a recommendation of the corrective action  
1617 needed."

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

1618 "Accident Reporting  
1619 If an accident occurs on Government-controlled facilities, a report must be provided to the Contracting  
1620 Officer's Representative and the Contracting Officer within 48 hours. An accident is defined as an event  
1621 which causes injury, illness, or loss or damage to Government-owned or private property. The contractor  
1622 will cooperate with any ensuing Government accident investigation."

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

- 1623 a. This contract is a “nonpersonal services contract” as defined in FAR 37.101. It is therefore, understood  
1624 and agreed that the contractor and/or the contractor’s employees:
- 1625 (1) shall perform the services specified herein as independent contractors, not as employees of the  
1626 government;
- 1627 (2) shall request clarification in writing from the Contracting Officer if the Contractor finds it necessary  
1628 with respect to the scope of services to be performed or the manner in which the services are to be  
1629 performed hereunder;
- 1630 (3) shall be responsible for their own management and administration of the work required and bear sole  
1631 responsibility for complying with any and all technical, schedule, or financial requirements or constraints  
1632 attendant to the performance of this contract;
- 1633 (4) shall be free from supervision, direction or control by any government employee with respect to the  
1634 manner or method of performance of the services specified; but
- 1635 (5) shall comply with such general direction of the Contracting Officer (or the duly authorized  
1636 representative) pursuant to the government’s right and obligation to inspect, accept or reject the work as is  
1637 necessary to ensure accomplishment of the contract objectives.
- 1638 (6) shall not be at any time during the contract period employees of the U.S. Government.
- 1639 b. The contractor's employees and subcontractors must make clear, in dealings with the public, federal  
1640 employees, or other contractors that they are not federal employees. To minimize possible confusion,  
1641 contractors and subcontractors are not permitted to wear clothing or other items (apart from official  
1642 identity credential) bearing the name, logo, or seal of the U.S. Geological Survey while performing work  
1643 under this contract.

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

1644 Based upon law, Executive Order, or internal policy, the Department of the Interior prohibits  
1645 discrimination in the workplace, including sexual harassment, based on race, color, national origin, sex,  
1646 religion, disability, age, or sexual orientation. The Department urges its contractors, subcontractors, and  
1647 lessors to develop and enforce comprehensive anti-discrimination policies for their places of work.

**GS1371      Availability of IT Security Standards, Guides and Other      May 2022**  
**Publications**

- 1648 One or more of the following documents relating to Information Technology (IT) security has been  
1649 incorporated by reference into the solicitation/contract work statement.
- 1650 The following documents may be accessed electronically at these addresses:
- 1651 - NIST Special Publications: <https://csrc.nist.gov/publications>

1652 - Federal Information Processing Standards: <https://csrc.nist.gov/publications>

1653 - DOI Privacy Impact Assessment: <http://www.doi.gov/ocio/privacy/pia>

**GS1376 Software Licensing Agreements**

**July 2001**

1654 The only individual authorized to sign software licensing agreements on behalf of the Government is the  
1655 contracting officer. Any commercial software licenses signed by the Government are subordinate to the  
1656 terms of the contract.

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

**July 2001**

1657 The software delivered under this contract shall not contain any "software locks" or hidden devices that  
1658 may be used to disable software or system operations, such as data scrambling mechanisms or "drop  
1659 dead" devices, whether triggered by signal, by timer, or otherwise.

1660 Nothing in this contract shall be deemed to confer a right of "electronic repossession" to the vendor in the  
1661 event of a contract dispute or payment delinquency.

**GS1396 Release of Information**

**July 2001**

1662 (a) Disclosure of information gained as a result of work performed under this contract shall be handled  
1663 according to DOI/bureau procedures or through DOI/bureau channels. As used in this clause, the term  
1664 "information" includes raw data, data derivative there from, and analysis or interpretations thereof,  
1665 regardless of form. The term includes data developed or acquired by the contractor during performance  
1666 of this contract, including analysis of samples provided by the Government and samples or recordings  
1667 made by the contractor during contract performance.

1668 (b) The contractor hereby agrees not to disclose such information to the public or to unauthorized parties  
1669 without the prior written approval of the Contracting Officer. This restriction does not apply to releases  
1670 of information to subcontractors (including consultants) as necessary for successful performance of the  
1671 contract, provided (1) such information is of no commercial value to the subcontractor, and (2) the  
1672 subcontractor agrees to be bound by the restrictions in this clause.

1673 (c) After the contents of the contractor's final report have been made public by the Government, further  
1674 releases of information may be made by the contractor, except for information subject to restrictions  
1675 imposed elsewhere in this contract, if any. All releases must also comply with any additional restrictions  
1676 which have been determined necessary by the Contracting Officer and provided to the contractor in  
1677 writing.

1678 (d) News releases pertaining to work under this contract shall not be made at any time without the  
1679 approval and involvement of the cognizant Government Public Information Office.

**GS1406 Confidentiality of Data**

**October 2005**

1680 (a) The work under this contract requires access to proprietary, business confidential, or financial data of  
1681 other companies and/or DOI/bureau internal scientific, planning or procurement sensitive/source selection

1682 data, which, if released to third parties may give unfair business, technical, or competitive advantages. As  
1683 long as such data remains proprietary or confidential, the contractor shall protect such data from  
1684 unauthorized use and disclosure and agrees not to use it to compete with such companies or for any  
1685 purpose other than performance of this contract.

1686 (b) This data may be in various forms, such as documents, raw photographic films, magnetic or digital  
1687 media, photographic prints, computer system data, or it may be interpretative results derived from  
1688 analysis, investigative, or study effort. Regardless of the form of this data, the contractor agrees that  
1689 neither it nor any of its employees will disclose to third parties any such data, or derivatives thereof,  
1690 except as may be required in the performance of this contract. Further, the contractor will not copy any of  
1691 this data, or derivatives thereof, other than as necessary for the performance of this contract.

1692 (c) The contractor will establish policies and procedures to implement the substance of this clause at the  
1693 individual employee level which will assure that affected employees are made aware of the contract  
1694 provision and the contractor's implementing policies and procedures. Particular attention will be given to  
1695 keeping employees advised of statutes and regulations applicable to the handling of third party  
1696 confidential or financial data.

1697 (d) This clause does not preclude the contractor and/or its employees from independently acquiring and  
1698 using data from legitimate sources outside of this contract, or from performing and using independent  
1699 analysis of data so acquired, provided that the contractor and/or its employees fully document the source  
1700 of such data, and the independence of any such analysis.

1701 (e) The Contractor shall immediately notify, in writing, the Contracting Officer in the event that the  
1702 Contractor determines or has reason to suspect a breach of this requirement.

1703 (f) The contractor will insert the substance of this clause in each subcontract hereunder (other than for  
1704 purchase of supplies or equipment) unless the Contracting Officer has waived this requirement, in writing,  
1705 as to particular subcontracts or classes of subcontracts.

1706 (g) Any unauthorized disclosure of information may result in termination of this contract for cause.

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

**July 2001**

1707 During the life of the contract, the rights of ingress and egress to and from the Government facility for  
1708 service technicians shall be made available as required. During all operations on Government premises,  
1709 service technicians shall comply with the rules and regulations governing the conduct of personnel and  
1710 the operation of the facility. The Government reserves the right to require service technicians to display  
1711 photographic identification card (such as driver's license) and sign in upon ingress to and sign out upon  
1712 egress from the Government facility.

1713 Contractors will have to abide by guidance at the Safer Federal Workforce website as a result of the  
1714 COVID 19 pandemic. [For Federal Contractors | Safer Federal Workforce](#)

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

**April 2008**

1715 (a) DOI/bureau rules regarding security of information technology systems apply to all personnel with  
1716 access to Government IT equipment or data or to non-Government computer equipment (e.g. company or  
1717 personal laptops) connected to DOI or bureaus systems, networks or internet services.

1718 (b) In performance of the contract, it is the responsibility of the contractor to ensure that all of their  
 1719 personnel with USGS computer system access follow and adhere to the USGS computer and information  
 1720 systems security policies, standard, and procedures and abide by the USGS Rules of Behavior, as  
 1721 described in the USGS Computer And Network Security Handbook.

1722 (c) The contractor and its employees and subcontractors shall not install any personal or company-owned  
 1723 software or applications on Government-owned equipment without the express permission of the COR.  
 1724 Use of unnecessary user applications (e.g., personal use of external instant messaging, desktop search  
 1725 engine, peer-to-peer file sharing services), and services that are not needed or duplicate the Government-  
 1726 provided equivalents (e.g., alternate e-mail services) is prohibited. Contractors will cooperate in any  
 1727 software management assessments and software user surveys.

1728 (d) If employees of the contractor or any of its subcontractors are given user accounts in USGS email  
 1729 systems, the Contractor will ensure that they have correctly identified themselves in the email system as  
 1730 contractors and have included the name of their company in the directory and in an automatic signature  
 1731 line, so that any email correspondence is readily recognized as coming from a contractor rather than a  
 1732 USGS employee.

**GS1430      Ordering Authority and Procedures**

**July 2001**

1733 Ordering Authority and Procedures

1734 (a) Orders under this contract may be issued by warranted contracting officers of the following activity:

1735 Any bureau under the Department of the Interior

1736 (b) All orders will be placed in writing using Optional Form 347 or an electronic equivalent if issued  
 1737 through an electronic commerce system. As a minimum, each order will contain the following  
 1738 information: 1) contract and order numbers, 2) date of order, 3) contract line item numbers, descriptions,  
 1739 contract unit prices and amounts (or estimated cost and fee, as applicable), 4) delivery or performance  
 1740 date, 5) place of delivery or performance, 6) accounting and appropriation data, and 7) signature of an  
 1741 authorized ordering official.

**GS1431      Contract Maximum**

**July 2001**

1742 The total amount of all orders placed under this contract shall not exceed \$1 Billion.

**GS1438      Task and Delivery Order Ombudsman**

**July 2007**

1743 Communications with the task and delivery order ombudsman for the Department of the Interior may be  
 1744 directed to:

1745        Name:        Tiffany Harvey  
 1746        Address:      Office of Acquisition and Property Management, U.S. Department of the Interior  
 1747                      1801 Pennsylvania Avenue NW  
 1748                      4th Floor Washington, DC 20006.  
 1749        Email:        tiffany\_harvey@ios.doi.gov  
 1750        Fax:            202-513-7645

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## **AUTHORITY TO OBLIGATE THE GOVERNMENT**

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

## **SMALL BUSINESS PARTICIPATION COMMITMENT DOCUMENT**

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

## **NEW SERVICES**

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

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

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

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

**END OF SECTION H**

1785	<b>SECTION I - Contract Clauses</b>		
1786			
1787	<b>52.252-2</b>	<b>Clauses Incorporated by Reference</b>	<b>February 1999</b>
1788			
1789	This contract incorporates one or more clauses by reference with the same force and effect as if they were		
1790	given in full text. Upon request, the Contracting Officer will make their full text available. Also, the text		
1791	of a clause may be accessed electronically at this address: <a href="http://farstie.hill.af.mil/">http://farstie.hill.af.mil/</a>		
1792	<b>52.202-1</b>	<b>Definitions</b>	<b>June 2020</b>
1793	<b>52.203-3</b>	<b>Gratuities</b>	<b>April 1984</b>
1794	<b>52.203-5</b>	<b>Covenant Against Contingent Fees</b>	<b>May 2014</b>
1795	<b>52.203-6</b>	<b>Restrictions on Subcontractor Sales</b>	<b>June 2020</b>
1796		<b>to the Government</b>	
1797	<b>52.203-6</b>	<b>Restrictions on Subcontractor Sales to the Government</b>	<b>June 2020</b>
1798		<b>Alternate I</b>	
1799	<b>52.203-7</b>	<b>Anti-Kickback Procedures</b>	<b>June 2020</b>
1800	<b>52.203-12</b>	<b>Limitation on Payments to Influence</b>	<b>June 2020</b>
1801		<b>Certain Federal Transactions</b>	
1802	<b>52.203-17</b>	<b>Contractor Employee Whistleblower Rights and</b>	<b>June 2020</b>
1803		<b>Requirement to Inform Employees of Whistleblower Rights.</b>	
1804	<b>52.204-4</b>	<b>Printed or Copied Double-Sided on Postconsumer</b>	
1805		<b>Fiber Content Paper</b>	<b>May 2011</b>
1806	<b>52.204-9</b>	<b>Personal Identity Verification of Contractor</b>	<b>January 2011</b>
1807		<b>Personnel</b>	
1808	<b>52.204-10</b>	<b>Reporting Executive Compensation and First-Tier</b>	
1809		<b>Subcontract Awards</b>	<b>June 2020</b>
1810	<b>52.204-12</b>	<b>Unique Entity Identifier Maintenance</b>	<b>October 2016</b>
1811	<b>52.204-13</b>	<b>System for Award Management Maintenance</b>	<b>October 2018</b>
1812	<b>52.204-18</b>	<b>Commercial and Government Entity Code</b>	
1813		<b>Maintenance</b>	<b>August 2020</b>
1814	<b>52.204-19</b>	<b>Incorporation by Reference of Representation</b>	
1815		<b>and Certification</b>	<b>December 2014</b>
1816	<b>52.204-21</b>	<b>Basic Safeguarding of Covered Contractor</b>	
1817		<b>Information Systems</b>	<b>November 2021</b>

1818	<b>52.207-5</b>	<b>Option to Purchase Equipment</b>	<b>February 1995</b>
1819	<b>52.208-9</b>	<b>Contractor Use of Mandatory Sources of Supply</b>	
1820		<b>or Services</b>	<b>May 2014</b>
1821	<b>52.209-6</b>	<b>Protecting the Government’s Interest when</b>	
1822		<b>Subcontracting with Contractors Debarred,</b>	
1823		<b>Suspended, or Proposed for Debarment</b>	<b>November 2021</b>
1824	<b>52.212-4</b>	<b>Contract Terms and Conditions – Commercial</b>	
1825		<b>Products and Commercial Services</b>	<b>November 2021</b>
1826	<b>52.212-4</b>	<b>Contract Terms and Conditions – Commercial</b>	
1827		<b>Products and Commercial Services Alternate I</b>	<b>November 2021</b>
1828	<b>52.215-19</b>	<b>Notification of Ownership Changes.</b>	<b>October 1997</b>
1829	<b>52.216-31</b>	<b>Time-and-Materials/Labor-Hour Proposal</b>	<b>November 2021</b>
1830		<b>Requirements Commercial Acquisition</b>	
1831	<b>52.223-6</b>	<b>Drug-Free Workplace</b>	<b>May 2001</b>
1832	<b>52.232-1</b>	<b>Payments</b>	<b>April 1984</b>
1833	<b>52-232-7</b>	<b>Payments under Time-and-Materials and</b>	<b>November 2021</b>
1834		<b>Labor-Hour Contracts</b>	
1835	<b>52.232-17</b>	<b>Interest</b>	<b>May 2014</b>
1836	<b>52.232-18</b>	<b>Availability of Funds</b>	<b>April 1984</b>
1837	<b>52.232-23</b>	<b>Assignment of Claims</b>	<b>May 2014</b>
1838	<b>52.232-40</b>	<b>Providing Accelerated Payments to Small</b>	<b>November 2021</b>
1839		<b>Business Subcontractors</b>	
1840	<b>52.239-1</b>	<b>Privacy or Security Safeguards</b>	<b>August 1996</b>
1841	<b>52.242-13</b>	<b>Bankruptcy</b>	<b>July 1995</b>
1842	<b>52.244-6</b>	<b>Subcontracts for Commercial Items</b>	<b>January 2022</b>
	<b>52.212-5</b>	<b>Contract Terms and Conditions Required to Implement Statutes or</b>	<b>January 2022</b>
		<b>Executive Orders – Commercial Products and Commercial Services</b>	

1843 (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which  
 1844 are incorporated in this contract by reference, to implement provisions of law or Executive orders  
 1845 applicable to acquisitions of commercial products and commercial services:

1846 (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements  
 1847 (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing  
 1848 Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations  
 1849 acts (and as extended in continuing resolutions)).

1850 (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or  
 1851 Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).



- 1852 (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance  
1853 Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- 1854 (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- 1855 (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- 1856 (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and  
1857 108-78 ( 19 U.S.C. 3805 note)).
- 1858 (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting  
1859 Officer has indicated as being incorporated in this contract by reference to implement provisions of law or  
1860 Executive orders applicable to acquisitions of commercial products and commercial services:  
1861 [Contracting Officer check as appropriate.]
- 1862 \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with  
1863 Alternate I (Nov 2021) ( 41 U.S.C. 4704 and 10 U.S.C. 2402).
- 1864 \_\_\_X\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) ( 41 U.S.C.  
1865 3509)).
- 1866 \_\_\_X\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment  
1867 Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American  
1868 Recovery and Reinvestment Act of 2009.)
- 1869 \_\_\_X\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun  
1870 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).
- 1871 \_\_\_ (5) [Reserved].
- 1872 \_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section  
1873 743 of Div. C).
- 1874 \_\_\_X\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts  
1875 (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- 1876 \_\_\_X\_ (8) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors  
1877 Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( 31 U.S.C. 6101 note).
- 1878 \_\_\_X\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters  
1879 (Oct 2018) ( 41 U.S.C. 2313).
- 1880 \_\_\_ (10) [Reserved].
- 1881 \_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) ( 15 U.S.C.  
1882 657a).
- 1883 \_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns  
1884 (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( 15 U.S.C. 657a).
- 1885 \_\_\_ (13) [Reserved]
- 1886 \_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) ( 15 U.S.C. 644).  
1887 \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-6.
- 1888 \_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) ( 15 U.S.C. 644).  
1889 \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-7.
- 1890 \_\_\_X\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) ( 15 U.S.C. 637(d)(2) and  
1891 (3)).
- 1892 \_\_\_X\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) ( 15 U.S.C. 637(d)(4)).  
1893 \_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.  
1894 \_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.  
1895 \_\_\_ (iv) Alternate III (Jun 2020) of 52.219-9.  
1896 \_\_\_ (v) Alternate IV (Sep 2021) of 52.219-9.
- 1897 \_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) ( 15 U.S.C. 644(r)).  
1898 \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-13.
- 1899 \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Sep 2021) ( 15 U.S.C. 637s).
- 1900 \_\_\_X\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) ( 15 U.S.C.  
1901 637(d)(4)(F)(i)).

1902       \_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep  
1903 2021) ( 15 U.S.C. 657f).  
1904       \_\_ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2021) ( 15  
1905 U.S.C. 632(a)(2)).  
1906       \_\_ (ii) Alternate I (Mar 2020) of 52.219-28.  
1907       \_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically  
1908 Disadvantaged Women-Owned Small Business Concerns (Sep 2021) ( 15 U.S.C. 637(m)).  
1909       \_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small  
1910 Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) ( 15 U.S.C.  
1911 637(m)).  
1912       \_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) ( 15 U.S.C.  
1913 644(r)).  
1914       \_\_ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) ( 15U.S.C. 637(a)(17)).  
1915       \_\_X\_ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).  
1916       \_\_ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022)  
1917 (E.O.13126).  
1918       \_\_X\_ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).  
1919       \_\_X\_ (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).  
1920       \_\_ (ii) Alternate I (Feb 1999) of 52.222-26.  
1921       \_\_X\_ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).  
1922       \_\_ (ii) Alternate I (Jul 2014) of 52.222-35.  
1923       \_\_X\_ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) ( 29 U.S.C.  
1924 793).  
1925       \_\_ (ii) Alternate I (Jul 2014) of 52.222-36.  
1926       \_\_X\_ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).  
1927       \_\_X\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act  
1928 (Dec 2010) (E.O. 13496).  
1929       \_\_X\_ (35) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) ( 22 U.S.C. chapter 78 and  
1930 E.O. 13627).  
1931       \_\_ (ii) Alternate I (Mar 2015) of 52.222-50 ( 22 U.S.C. chapter 78 and E.O. 13627).  
1932       \_\_X\_ (36) 52.222-54, Employment Eligibility Verification (Nov 2021) . (Executive Order 12989).  
1933 (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of  
1934 commercial products or commercial services as prescribed in FAR 22.1803.)  
1935       \_\_ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated  
1936 Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially  
1937 available off-the-shelf items.)  
1938       \_\_ (ii) Alternate I (May 2008) of 52.223-9 ( 42 U.S.C. 6962(i)(2)(C)). (Not applicable to the  
1939 acquisition of commercially available off-the-shelf items.)  
1940       \_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential  
1941 Hydrofluorocarbons (Jun 2016) (E.O. 13693).  
1942       \_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air  
1943 Conditioners (Jun 2016) (E.O. 13693).  
1944       \_\_ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s  
1945 13423 and 13514).  
1946       \_\_ (ii) Alternate I (Oct 2015) of 52.223-13.  
1947       \_\_ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423  
1948 and 13514).  
1949       \_\_ (ii) Alternate I (Jun2014) of 52.223-14.  
1950       \_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) ( 42 U.S.C.  
1951 8259b).

- 1952 \_\_\_ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015)  
 1953 (E.O.s 13423 and 13514).
- 1954 \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- 1955 X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun  
 1956 2020) (E.O. 13513).
- 1957 \_\_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- 1958 \_\_\_ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).
- 1959 \_\_\_ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).  
 1960 \_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.
- 1961 \_\_\_ (48) 52.225-1, Buy American-Supplies (Nov 2021) ( 41 U.S.C. chapter 83).  
 1962 \_\_\_ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ( 41  
 1963 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,  
 1964 Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-  
 1965 42, and 112-43.  
 1966 \_\_\_ (ii) Alternate I (Jan 2021) of 52.225-3.  
 1967 \_\_\_ (iii) Alternate II (Jan 2021) of 52.225-3.  
 1968 \_\_\_ (iv) Alternate III (Jan 2021) of 52.225-3.
- 1969 \_\_\_ (50) 52.225-5, Trade Agreements (Oct 2019) ( 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).  
 1970 X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations,  
 1971 and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).  
 1972 \_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States  
 1973 (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10  
 1974 U.S.C. 2302Note).
- 1975 \_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) ( 42 U.S.C. 5150).  
 1976 \_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007)  
 1977 ( 42 U.S.C. 5150).
- 1978 \_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- 1979 \_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial  
 1980 Services (Nov 2021) ( 41 U.S.C. 4505, 10 U.S.C. 2307(f)).  
 1981 \_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services  
 1982 (Nov 2021) ( 41 U.S.C. 4505, 10 U.S.C. 2307(f)).  
 1983 \_\_\_ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management  
 1984 (Oct2018) ( 31 U.S.C. 3332).  
 1985 \_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award  
 1986 Management (Jul 2013) ( 31 U.S.C. 3332).  
 1987 \_\_\_ (60) 52.232-36, Payment by Third Party (May 2014) ( 31 U.S.C. 3332).  
 1988 X (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) ( 5 U.S.C. 552a).  
 1989 X (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) ( 15 U.S.C.  
 1990 637(d)(13)).  
 1991 \_\_\_ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (  
 1992 46 U.S.C. 55305 and 10 U.S.C. 2631).  
 1993 \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.  
 1994 \_\_\_ (iii) Alternate II (Nov 2021) of 52.247-64.
- 1995 (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial  
 1996 services, that the Contracting Officer has indicated as being incorporated in this contract by reference to  
 1997 implement provisions of law or Executive orders applicable to acquisitions of commercial products and  
 1998 commercial services:  
 1999 [Contracting Officer check as appropriate.]  
 2000 X (1) 52.222-41, Service Contract Labor Standards (Aug 2018) ( 41 U.S.C. chapter67).  
 2001 X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) ( 29 U.S.C. 206  
 2002 and 41 U.S.C. chapter 67).

2003 \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price  
2004 Adjustment (Multiple Year and Option Contracts) (Aug 2018) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).  
2005 \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price  
2006 Adjustment (May 2014) ( 29U.S.C.206 and 41 U.S.C. chapter 67).  
2007 \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to  
2008 Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( 41  
2009 U.S.C. chapter 67).  
2010 \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to  
2011 Contracts for Certain Services-Requirements (May 2014) ( 41 U.S.C. chapter 67).  
2012 \_\_\_X\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan  
2013 2022).  
2014 \_\_\_X\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).  
2015 \_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( 42  
2016 U.S.C. 1792).  
2017 (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of  
2018 this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified  
2019 acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain  
2020 the clause at 52.215-2, Audit and Records-Negotiation.  
2021 (1) The Comptroller General of the United States, or an authorized representative of the  
2022 Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent  
2023 records involving transactions related to this contract.  
2024 (2) The Contractor shall make available at its offices at all reasonable times the records, materials,  
2025 and other evidence for examination, audit, or reproduction, until 3 years after final payment under this  
2026 contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the  
2027 other clauses of this contract. If this contract is completely or partially terminated, the records relating to  
2028 the work terminated shall be made available for 3 years after any resulting final termination settlement.  
2029 Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising  
2030 under or relating to this contract shall be made available until such appeals, litigation, or claims are finally  
2031 resolved.  
2032 (3) As used in this clause, records include books, documents, accounting procedures and practices,  
2033 and other data, regardless of type and regardless of form. This does not require the Contractor to create or  
2034 maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant  
2035 to a provision of law.  
2036 (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this  
2037 clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph  
2038 (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated  
2039 below, the extent of the flow down shall be as required by the clause-  
2040 (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) ( 41 U.S.C. 3509).  
2041 (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or  
2042 Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing  
2043 Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations  
2044 acts (and as extended in continuing resolutions)).  
2045 (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or  
2046 Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).  
2047 (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video  
2048 Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).  
2049  
2050 (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) ( 15 U.S.C. 637(d)(2) and (3)),  
2051 in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts  
2052 to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of

2053 subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer  
2054 subcontracting opportunities.

2055 (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).  
2056 (vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).  
2057 (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).  
2058 (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) ( 29 U.S.C. 793).  
2059 (x) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).  
2060 (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec  
2061 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.  
2062 (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) ( 41 U.S.C. chapter 67).  
2063 (xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) ( 22 U.S.C. chapter 78 and  
2064 E.O 13627).  
2065 (B) Alternate I (Mar 2015) of 52.222-50 ( 22 U.S.C. chapter 78 and E.O. 13627).  
2066 (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to  
2067 Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ( 41  
2068 U.S.C. chapter 67).  
2069 (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to  
2070 Contracts for Certain Services-Requirements (May 2014) ( 41 U.S.C. chapter 67).  
2071 (xvi) 52.222-54, Employment Eligibility Verification (Nov 2021) (E.O. 12989).  
2072 (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan  
2073 2022).  
2074 (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).  
2075 (xix) (A) 52.224-3, Privacy Training (Jan 2017) ( 5 U.S.C. 552a).  
2076 (B) Alternate I (Jan 2017) of 52.224-3.  
2077 (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States  
2078 (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10  
2079 U.S.C. 2302 Note).  
2080 (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( 42  
2081 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.  
2082 (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (   
2083 46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR  
2084 clause 52.247-64.  
2085 (2) While not required, the Contractor may include in its subcontracts for commercial products and  
2086 commercial services a minimal number of additional clauses necessary to satisfy its contractual  
2087 obligations.  
2088

2089 **52.216-18 Ordering August 2020**

2090 (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery  
2091 orders or task orders by the individuals or activities designated in the Schedule. Such orders may be  
2092 issued from date of award of the IDIQ through the last day of the period of performance of the IDIQ.

2093 (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event  
2094 of conflict between a delivery order or task order and this contract, the contract shall control.

2095 (c) A delivery order or task order is considered “issued” when –

2096 (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government  
2097 deposits the order in the mail;

2098 (2) If sent by fax, the Government transmits the order to the Contractor’s fax number; or

2099 (3) If sent electronically, the Government either—

2100 (i) Posts a copy of the delivery order or task order to a Government document access system, and  
2101 notice is sent to the Contractor; or

2102 (ii) Distributes the delivery order or task order via email to the Contractor’s email address.

2103 (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the  
2104 contract.

2105 **52.216-19 Order Limitations October 1995**

2106 (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an  
2107 amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor  
2108 obligated to furnish, those supplies or services under the contract.

2109 (b) *Maximum order.* The Contractor is not obligated to honor-

2110 (1) Any order for a single item in excess of \$1 Billion;

2111 (2) Any order for a combination of items in excess of \$1 Billion; or

2112 (3) A series of orders from the same ordering office within 5 days that together call for quantities  
2113 exceeding the limitation in subparagraph (b)(1) or (2) above.

2114 (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the  
2115 Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one  
2116 requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph  
2117 (b) above.

2118 (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the  
2119 maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office  
2120 within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or  
2121 items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or  
2122 services from another source.

2123

2124

2125 **52.217-8 Option to Extend Services November 1999**

2126 The Government may require continued performance of any services within the limits and at the rates  
2127 specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates  
2128 provided by the Secretary of Labor. The option provision may be exercised more than once, but the total  
2129 extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the  
2130 option by written notice to the Contractor within 30 days before the contract expires.

2131 **52.217-9 Option to Extend the Term of the Contract March 2000**

2132 (a) The Government may extend the term of this contract by written notice to the Contractor within 7  
2133 days; provided that the Government gives the Contractor a preliminary written notice of its intent to  
2134 extend at least 30 days before the contract expires. The preliminary notice does not commit the  
2135 Government to an extension.

2136 (b) If the Government exercises this option, the extended contract shall be considered to include this  
2137 option clause.

2138 (c) The total duration of this contract, including the exercise of any options under this clause, shall not  
2139 exceed 11 years and 6 months.

2140 **52.232-19 Availability of Funds for the Next Fiscal Year April 1984**

2141 Funds are not presently available for performance under this contract beyond [TBD under Task Orders].  
2142 The Government's obligation for performance of this contract beyond that date is contingent upon the  
2143 availability of appropriated funds from which payment for contract purposes can be made. No legal  
2144 liability on the part of the Government for any payment may arise for performance under this contract  
2145 beyond [TBD under Task Orders], until funds are made available to the Contracting Officer for  
2146 performance and until the Contractor receives notice of availability, to be confirmed in writing by the  
2147 Contracting Officer.

2148 **1452.215-71 Use and Disclosure of Proposal Information—Department of the Interior (APR 1984)**

2149 (a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552),  
2150 the following terms shall have the meaning set forth below:

2151 (1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or  
2152 process, which is used for making, preparing, compounding, treating or processing articles or materials  
2153 which are trade commodities.

2154 (2) "Confidential commercial or financial information" means any business information (other than trade  
2155 secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act,  
2156 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information  
2157 contained in proposals include exemption (4), which covers "commercial and financial information  
2158 obtained from a person and privileged or confidential," and exemption (9), which covers "geological and  
2159 geophysical information, including maps, concerning wells."

2160 (b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential  
2161 commercial or financial information exempt from disclosure under the Freedom of Information Act, (5  
2162 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

2163 “The information specifically identified on pages \_\_\_\_\_ of this proposal constitutes trade secrets or  
2164 confidential commercial and financial information which the offeror believes to be exempt from  
2165 disclosure under the Freedom of Information Act. The offeror requests that this information not be  
2166 disclosed to the public, except as may be required by law. The offeror also requests that this information  
2167 not be used in whole or part by the government for any purpose other than to evaluate the proposal,  
2168 except that if a contract is awarded to the offeror as a result of or in connection with the submission of the  
2169 proposal, the Government shall have the right to use the information to the extent provided in the  
2170 contract.”

2171 (c) The offeror shall also specifically identify trade secret information and confidential commercial and  
2172 financial information on the pages of the proposal on which it appears and shall mark each such page with  
2173 the following legend:

2174 “This page contains trade secrets or confidential commercial and financial information which the offeror  
2175 believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the  
2176 legend contained on the cover page of this proposal.”

2177 (d) Information in a proposal identified by an offeror as trade secret information or confidential  
2178 commercial and financial information shall be used by the Government only for the purpose of evaluating  
2179 the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with  
2180 submission of the proposal, the Government shall have the right to use the information as provided in the  
2181 contract, and (ii) if the same information is obtained from another source without restriction it may be  
2182 used without restriction.

2183 (e) If a request under the Freedom of Information Act seeks access to information in a proposal identified  
2184 as trade secret information or confidential commercial and financial information, full consideration will  
2185 be given to the offeror's view that the information constitutes trade secrets or confidential commercial or  
2186 financial information. The offeror will also be promptly notified of the request and given an opportunity  
2187 to provide additional evidence and argument in support of its position, unless administratively unfeasible  
2188 to do so. If it is determined that information claimed by the offeror to be trade secret information or  
2189 confidential commercial or financial information is not exempt from disclosure under the Freedom of  
2190 Information Act, the offeror will be notified of this determination prior to disclosure of the information.

2191 (f) The Government assumes no liability for the disclosure or use of information contained in a proposal  
2192 if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom  
2193 of Information Act is made for information in a proposal not marked in accordance with paragraphs (b)  
2194 and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an  
2195 opportunity to provide its position to the Government. However, failure of an offeror to mark information  
2196 contained in a proposal as trade secret information or confidential commercial or financial information  
2197 will be treated by the Government as evidence that the information is not exempt from disclosure under  
2198 the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or  
2199 extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings  
2200 were omitted from the offeror's proposal due to clerical error.

2201

2202

**END OF SECTION I**



2203

**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	Sample 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
L	Labor Rate Template

2204

2205	<b>SECTION K - Representations, Certifications, and Other Statements of Bidders</b>	
2206		
2207	<b>52.252-2</b>	<b>Clauses Incorporated by Reference</b>
2208		<b>February 1999</b>
2209	This contract incorporates one or more clauses by reference with the same force and effect as if they were	
2210	given in full text. Upon request, the Contracting Officer will make their full text available. Also, the text	
2211	of a clause may be accessed electronically at this address: <a href="http://farstie.hill.af.mil/">http://farstie.hill.af.mil/</a>	
2212	<b>52.204-19</b>	<b>Incorporation by Reference of Representations</b>
2213		<b>and Certifications</b>
		<b>December 2014</b>
2214	<b>52.209-2</b>	<b>Prohibition on Contracting with Inverted Domestic</b>
2215		<b>Corporations-Representation</b>
		<b>November 2015</b>
2216	<b>52.225-25</b>	<b>Prohibition on Contracting with Entities Engaging in</b>
2217		<b>Certain Activities or Transactions Relating to Iran-Representation and</b>
2218		<b>Certifications</b>
		<b>June 2020</b>
2219	<b>52.203-2</b>	<b>Certificate of Independent Price Determination</b>
		<b>April 1985</b>
2220	(a) The offeror certifies that-	
2221	(1) The prices in this offer have been arrived at independently, without, for the purpose of	
2222	restricting competition, any consultation, communication, or agreement with any other offeror or	
2223	competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or	
2224	factors used to calculate the prices offered;	
2225	(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror,	
2226	directly or indirectly, to any other offeror or competitor before bid opening (in the case of a	
2227	sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise	
2228	required by law; and	
2229	(3) No attempt has been made or will be made by the offeror to induce any other concern to	
2230	submit or not to submit an offer for the purpose of restricting competition.	
2231	(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-	
2232	(1) Is the person in the offeror's organization responsible for determining the prices being offered	
2233	in this bid or proposal, and that the signatory has not participated and will not participate in any	
2234	action contrary to subparagraphs (a)(1) through (a)(3) above; or	
2235	(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that	
2236	those principals have not participated, and will not participate in any action contrary to	
2237	subparagraphs (a)(1) through (a)(3) above [ <i>insert full name of person(s) in the offeror's</i>	
2238	<i>organization responsible for determining the prices offered in this bid or proposal, and the title of</i>	
2239	<i>his or her position in the offeror's organization</i> ];	
2240	(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i)	
2241	above have not participated, and will not participate, in any action contrary to	
2242	subparagraphs (a)(1) through (a)(3) above; and	

2243 (iii) As an agent, has not personally participated, and will not participate, in any action  
2244 contrary to subparagraphs (a)(1) through (a)(3) above.

2245 (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a  
2246 signed statement setting forth in detail the circumstances of the disclosure.

2247 **52.204-20 Predecessor of Offeror August 2020**

2248 (a) *Definitions.* As used in this provision-

2249 *Commercial and Government Entity (CAGE) code* means-

2250 (1) An identifier assigned to entities located in the United States or its outlying areas by the  
2251 Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to  
2252 identify a commercial or government entity by unique location; or

2253 (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by  
2254 the NATO Support and Procurement Agency (NSPA) to entities located outside the United  
2255 States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch  
2256 records and maintains in the CAGE master file. This type of code is known as a NATO CAGE  
2257 (NCAGE) code.

2258 *Predecessor* means an entity that is replaced by a successor and includes any predecessors of the  
2259 predecessor.

2260 *Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the  
2261 affairs of the predecessor under a new name (often through acquisition or merger). The term "successor"  
2262 does not include new offices/divisions of the same company or a company that only changes its name.  
2263 The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending  
2264 on State law and specific circumstances.

2265 (b) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract  
2266 or grant within the last three years.

2267 (c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for  
2268 all predecessors that held a Federal contract or grant within the last three years (if more than one  
2269 predecessor, list in reverse chronological order):

2270 Predecessor CAGE code: \_\_\_\_\_ [or mark "Unknown"]

2271 Predecessor legal name: \_\_\_\_\_ (Do not use a "doing business as" name)

2272 **52.204-24 Representation Regarding Certain Telecommunications**  
2273 **and Video Surveillance Services or Equipment November 2021**

2274 The Offeror shall not complete the representation at paragraph (d)(1) of this provision if  
2275 the Offeror has represented that it "does not provide covered telecommunications equipment or  
2276 services as a part of its offered products or services to the Government in the performance of  
2277 any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-](#)  
2278 [26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of  
2279 the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or  
2280 Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this  
2281 provision if the Offeror has represented that it "does not use covered telecommunications equipment or  
2282 services, or any equipment, system, or service that uses covered telecommunications equipment or

2283 services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision  
2284 at [52.212-3](#).

2285 (a) Definitions. As used in this provision—

2286

2287 Backhaul, covered telecommunications equipment or services, critical technology, interconnection  
2288 arrangements, reasonable inquiry, roaming, *and* substantial or essential component have the meanings  
2289 provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video  
2290 Surveillance Services or Equipment.

2291 (b) *Prohibition.*

2292 (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year  
2293 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from  
2294 procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system,  
2295 or service that uses covered telecommunications equipment or services as a substantial or essential  
2296 component of any system, or as critical technology as part of any system. Nothing in the  
2297 prohibition shall be construed to—

2298 (i) Prohibit the head of an executive agency from procuring with an entity to provide a  
2299 service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection  
2300 arrangements; or

2301

2302 (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or  
2303 cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2304

2305 (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal  
2306 Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from  
2307 entering into a contract or extending or renewing a contract with an entity that uses any equipment,  
2308 system, or service that uses covered telecommunications equipment or services as a substantial or  
2309 essential component of any system, or as critical technology as part of any system. This prohibition  
2310 applies to the use of covered telecommunications equipment or services, regardless of whether that use is  
2311 in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

2312

2313 (i) Prohibit the head of an executive agency from procuring with an entity to provide a  
2314 service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection  
2315 arrangements; or

2316

2317 (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or  
2318 cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2319

2320 (c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award  
2321 Management (SAM) ( <https://www.sam.gov>) for entities excluded from receiving federal awards for  
2322 "covered telecommunications equipment or services".

2323

2324 (d) *Representation.* The Offeror represents that—

2325

2326 (1) It  will,  will not provide covered telecommunications equipment or services to the  
2327 Government in the performance of any contract, subcontract or other contractual instrument resulting  
2328 from this solicitation. The Offeror shall provide the additional disclosure information required at  
2329 paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

2330

2331

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

2332

2333

2334

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services.

2335

2336

The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

2337

2338

(e) *Disclosures.*

2339

2340

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

2341

2342

(i) For covered equipment—

2343

2344

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

2345

2346

2347

2348

(B) A description of all covered telecommunications equipment offered (include brand;

2349

2350

model number, such as OEM number, manufacturer part number, or wholesaler number; and item

2351

description, as applicable); and

2352

2353

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

2354

2355

2356

(ii) For covered services—

2357

2358

(A) If the service is related to item maintenance: A description of all covered

2359

telecommunications services offered (include on the item being maintained: Brand; model number, such

2360

as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable);

2361

or

2362

(B) If not associated with maintenance, the Product Service Code (PSC) of the service

2363

being provided; and explanation of the proposed use of covered telecommunications services and any

2364

factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1)

2365

of this provision.

2366

2367

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has

2368

responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the

2369

following information as part of the offer:

2370

2371

(i) For covered equipment—

2372

2373

(A) The entity that produced the covered telecommunications equipment (include entity

2374

name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if

2375

known);

2376 (B) A description of all covered telecommunications equipment offered (include brand;  
2377 model number, such as OEM number, manufacturer part number, or wholesaler number; and item  
2378 description, as applicable); and  
2379

2380 (C) Explanation of the proposed use of covered telecommunications equipment and any  
2381 factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2)  
2382 of this provision.  
2383

2384 (ii) For covered services—  
2385

2386 (A) If the service is related to item maintenance: A description of all covered  
2387 telecommunications services offered (include on the item being maintained: Brand; model number, such  
2388 as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable);  
2389 or

2390 (B) If not associated with maintenance, the PSC of the service being provided; and  
2391 explanation of the proposed use of covered telecommunications services and any factors relevant to  
2392 determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

2393 **52.209-7 Information Regarding Responsibility Matters October 2018**

2394 (a) *Definitions.* As used in this provision-

2395 *Administrative proceeding* means a non-judicial process that is adjudicatory in nature in order to make a  
2396 determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings,  
2397 Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals  
2398 Proceedings). This includes administrative proceedings at the Federal and State level but only in  
2399 connection with performance of a Federal contract or grant. It does not include agency actions such as  
2400 contract audits, site visits, corrective plans, or inspection of deliverables.

2401 *Federal contracts and grants with total value greater than \$10,000,000* means-

2402 (1) The total value of all current, active contracts and grants, including all priced options; and

2403 (2) The total value of all current, active orders including all priced options under indefinite-  
2404 delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and  
2405 multiple-award Schedules).

2406 *Principal* means an officer, director, owner, partner, or a person having primary management or  
2407 supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a  
2408 division or business segment; and similar positions).

2409 (b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater  
2410 than \$10,000,000.

2411 (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of  
2412 this offer, that the information it has entered in the Federal Awardee Performance and Integrity  
2413 Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer  
2414 with regard to the following information:

2415 (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in  
2416 connection with the award to or performance by the offeror of a Federal contract or grant, been  
2417 the subject of a proceeding, at the Federal or State level that resulted in any of the following  
2418 dispositions:

- 2419 (i) In a criminal proceeding, a conviction.
- 2420 (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a  
2421 monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- 2422 (iii) In an administrative proceeding, a finding of fault and liability that results in-
- 2423 (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- 2424 (B) The payment of a reimbursement, restitution, or damages in excess of  
2425 \$100,000.
- 2426 (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by  
2427 consent or compromise with an acknowledgment of fault by the Contractor if the  
2428 proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i),  
2429 (c)(1)(ii), or (c)(1)(iii) of this provision.
- 2430 (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1)  
2431 of this provision, whether the offeror has provided the requested information with regard to each  
2432 occurrence.
- 2433 (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in  
2434 FAPIIS as required through maintaining an active registration in the System for Award Management,  
2435 which can be accessed via <https://www.sam.gov> (see 52.204-7).

2436 **52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony**  
2437 **Conviction under any Federal Law February 2016**

- 2438 (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing  
2439 Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent  
2440 appropriations acts, the Government will not enter into a contract with any corporation that-
- 2441 (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and  
2442 administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely  
2443 manner pursuant to an agreement with the authority responsible for collecting the tax liability,  
2444 where the awarding agency is aware of the unpaid tax liability, unless an agency has considered  
2445 suspension or debarment of the corporation and made a determination that suspension or  
2446 debarment is not necessary to protect the interests of the Government; or
- 2447 (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24  
2448 months, where the awarding agency is aware of the conviction, unless an agency has considered  
2449 suspension or debarment of the corporation and made a determination that this action is not  
2450 necessary to protect the interests of the Government.
- 2451 (b) The Offeror represents that-
- 2452 (1) It is \_\_\_ is not \_\_\_ a corporation that has any unpaid Federal tax liability that has been  
2453 assessed, for which all judicial and administrative remedies have been exhausted or have lapsed,  
2454 and that is not being paid in a timely manner pursuant to an agreement with the authority  
2455 responsible for collecting the tax liability; and
- 2456 (2) It is \_\_\_ is not \_\_\_ a corporation that was convicted of a felony criminal violation under a  
2457 Federal law within the preceding 24 months.

2458 **52.212-3 Offeror Representations and Certifications-**  
2459 **Commercial Products and Commercial Services November 2021**

2460 The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual  
2461 representations and certification electronically in the System for Award Management (SAM) accessed  
2462 through <https://www.sam.gov>. If the Offeror has not completed the annual representations and  
2463 certifications electronically, the Offeror shall complete only paragraphs (c) through (v)) of this provision.

2464 (a) Definitions. As used in this provision—

2465 "Covered telecommunications equipment or services" has the meaning provided in the  
2466 clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance  
2467 Services or Equipment.

2468 Economically disadvantaged women-owned small business (EDWOSB) concern means a small  
2469 business concern that is at least 51 percent directly and unconditionally owned by, and the management  
2470 and daily business operations of which are controlled by, one or more women who are citizens of  
2471 the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It  
2472 automatically qualifies as a women-owned small business eligible under the WOSB Program.

2473 Forced or indentured child labor means all work or service—

2474 (1) Exacted from any person under the age of 18 under the menace of any penalty for its  
2475 nonperformance and for which the worker does not offer himself voluntarily; or

2476 (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of  
2477 which can be accomplished by process or penalties.

2478 Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or  
2479 that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns  
2480 or exercises control of the highest level owner.

2481 Immediate owner means an entity, other than the offeror, that has direct control of the offeror.  
2482 Indicators of control include, but are not limited to, one or more of the following: ownership or  
2483 interlocking management, identity of interests among family members, shared facilities and equipment,  
2484 and the common use of employees.

2485 Inverted domestic corporation, means a foreign incorporated entity that meets the definition of  
2486 an inverted domestic corporation under [6 U.S.C. 395](#)(b), applied in accordance with the rules  
2487 and definitions of [6 U.S.C. 395](#)(c).

2488 Manufactured end product means any end product in product and service codes (PSCs) 1000-9999,  
2489 except—

2490 (1) PSC 5510, Lumber and Related Basic Wood Materials;

2491 (2) Product or Service Group (PSG) 87, Agricultural Supplies;

2492 (3) PSG 88, Live Animals;



2493 (4) PSG 89, Subsistence;

2494 (5) PSC 9410, Crude Grades of Plant Materials;

2495 (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

2496 (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

2497 (8) PSC 9610, Ores;

2498 (9) PSC 9620, Minerals, Natural and Synthetic; and

2499 (10) PSC 9630, Additive Metal Materials.

2500 Place of manufacture means the place where an end product is assembled out of components, or  
2501 otherwise made or processed from raw materials into the finished product that is to be provided to the  
2502 Government. If a product is disassembled and reassembled, the place of reassembly is not the place of  
2503 manufacture.

2504 Predecessor means an entity that is replaced by a successor and includes any predecessors of  
2505 the predecessor.

2506 Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition  
2507 on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

2508 Restricted business operations means business operations in Sudan that include power production  
2509 activities, mineral extraction activities, oil-related activities, or the production of military equipment, as  
2510 those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-  
2511 174). Restricted business operations do not include business operations that the person (as that term is  
2512 defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business  
2513 can demonstrate—

2514 (1) Are conducted under contract directly and exclusively with the regional government of  
2515 southern Sudan;

2516 (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control  
2517 in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to  
2518 be conducted under such authorization;

2519 (3) Consist of providing goods or services to marginalized populations of Sudan;

2520 (4) Consist of providing goods or services to an internationally recognized peacekeeping force  
2521 or humanitarian organization;

2522 (5) Consist of providing goods or services that are used only to promote health or education; or

2523 (6) Have been voluntarily suspended."Sensitive technology"—

2524 Sensitive technology—

2525 (1) Means hardware, software, telecommunications equipment, or any other technology that is  
2526 to be used specifically—

2527 (i) To restrict the free flow of unbiased information in Iran; or

2528 (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

2529 (2) Does not include information or informational materials the export of which the President  
2530 does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the  
2531 International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

2532 Service-disabled veteran-owned small business concern—

2533 (1) Means a small business concern—

2534 (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or,  
2535 in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one  
2536 or more service-disabled veterans; and

2537 (ii) The management and daily business operations of which are controlled by one or more  
2538 service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe  
2539 disability, the spouse or permanent caregiver of such veteran.

2540 (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)(2), with a disability  
2541 that is service connected, as defined in [38 U.S.C. 101](#)(16).

2542 Small business concern—

2543 (1) Means a concern, including its affiliates, that is independently owned and operated, not  
2544 dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small  
2545 business under the criteria in 13 CFR part 121 and size standards in this solicitation.

2546 (2) Affiliates, as used in this definition, means business concerns, one of whom directly or  
2547 indirectly controls or has the power to control the others, or a third party or parties control or have the  
2548 power to control the others. In determining whether affiliation exists, consideration is given to all  
2549 appropriate factors including common ownership, common management, and contractual relationships.  
2550 SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

2551 Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business  
2552 concern under the size standard applicable to the acquisition, that—

2553 (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105)  
2554 by—

2555 (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically  
2556 disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

2557 (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000  
2558 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

2559 (2) The management and daily business operations of which are controlled (as defined at  
2560 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

2561 Subsidiary means an entity in which more than 50 percent of the entity is owned—

2562 (1) Directly by a parent corporation; or

2563 (2) Through another subsidiary of a parent corporation

2564 Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out  
2565 the affairs of the predecessor under a new name (often through acquisition or merger). The term  
2566 "successor" does not include new offices/divisions of the same company or a company that only changes  
2567 its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary,  
2568 depending on State law and specific circumstances.

2569 Veteran-owned small business concern means a small business concern—

2570 (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.  
2571 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is  
2572 owned by one or more veterans; and

2573 (2) The management and daily business operations of which are controlled by one or more  
2574 veterans.

2575 Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance  
2576 with 13 CFR part 127), means a small business concern that is at least 51 percent directly and  
2577 unconditionally owned by, and the management and daily business operations of which are controlled by,  
2578 one or more women who are citizens of the United States.

2579 Women-owned small business concern means a small business concern—

2580 (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly  
2581 owned business, at least 51 percent of the stock of which is owned by one or more women; and

2582 (2) Whose management and daily business operations are controlled by one or more women.

2583 (b)

2584 (1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph  
2585 (b)(2) of this provision do not automatically change the representations and certifications in SAM

2586 (2) The offeror has completed the annual representations and certifications electronically in  
2587 SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by  
2588 submission of this offer that the representations and certifications currently posted electronically at  
2589 FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial  
2590 Services, have been entered or updated in the last 12 months, are current, accurate, complete, and  
2591 applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s)  
2592 referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by  
2593 reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

2594 [Offeror to identify the applicable paragraphs at (c) through (v) of this provision that  
2595 the offeror has completed for the purposes of this solicitation only, if any.

2596 *These amended representation(s) and/or certification(s) are also incorporated in this offer and*  
2597 *are current, accurate, and complete as of the date of this offer.*

2598 *Any changes provided by the offeror are applicable to this solicitation only, and do not result in*  
2599 *an update to the representations and certifications posted electronically on SAM.]*

2600 (c) Offerors must complete the following representations when the resulting contract will be  
2601 performed in the United States or its outlying areas. Check all that apply.

2602 (1) Small business concern. The offeror represents as part of its offer that it  is,  is not a small  
2603 business concern.

2604 (2) Veteran-owned small business concern. [*Complete only if the offeror represented itself as*  
2605 *a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of  
2606 its offer that it  is,  is not a veteran-owned small business concern.

2607 (3) Service-disabled veteran-owned small business concern. [*Complete only if*  
2608 *the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this*  
2609 *provision.*] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned  
2610 small business concern.

2611 (4) Small disadvantaged business concern. [*Complete only if the offeror represented itself as*  
2612 *a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, that it  is,  is  
2613 not a small disadvantaged business concern as defined in 13 CFR124.1002.

2614 (5) Women-owned small business concern. [*Complete only if the offeror represented itself as*  
2615 *a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it  is,  is not  
2616 a women-owned small business concern.

2617 (6) WOSB concern eligible under the WOSB Program. [Complete only if  
2618 the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this  
2619 provision.] The offeror represents that-

2620 (i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the  
2621 required documents to the WOSB Repository, and no change in circumstances or adverse decisions have  
2622 been issued that affects its eligibility; and

2623 (ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127,  
2624 and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible  
2625 under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of  
2626 the WOSB concern eligible under the WOSB Program and other small businesses that are participating in  
2627 the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in  
2628 the joint venture shall submit a separate signed copy of the WOSB representation.

2629 (7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete  
2630 only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of  
2631 this provision.] The offeror represents that-

2632 (i) It  is,  is not an EDWOSB concern, has provided all the required documents to the  
2633 WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its  
2634 eligibility; and

2635 (ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127,  
2636 and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern  
2637 participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and  
2638 other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern  
2639 participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

2640 **Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed  
2641 the simplified acquisition threshold.

2642 (8) *Women-owned business concern (other than small business concern).* [Complete only if  
2643 the offeror is a women-owned business concern and did not represent itself as a small business concern in  
2644 paragraph (c)(1) of this provision.] The offeror represents that it  is a women-owned business concern.

2645 (9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business  
2646 offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or  
2647 production (by offeror or first-tier subcontractors) amount to more than 50 percent of  
2648 the contract price: \_\_\_\_\_

2649 (10) HUBZone small business concern. [Complete only if the offeror represented itself as  
2650 a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer,  
2651 that-

2652 (i) It  is,  is not a HUBZone small business concern listed, on the date of this  
2653 representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small  
2654 Business Administration, and no material changes in ownership and control, principal office,  
2655 or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part  
2656 126; and

2657 (ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR  
2658 Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone  
2659 small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of  
2660 each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.]  
2661 Each HUBZone small business concern participating in the HUBZone joint venture shall submit a  
2662 separate signed copy of the HUBZone representation.

2663 (d) Representations required to implement provisions of Executive Order 11246-

2664 (1) Previous contracts and compliance. The offeror represents that-

2665 (i) It  has,  has not participated in a previous contract or subcontract subject to the Equal  
2666 Opportunity clause of this solicitation; and

2667 (ii) It  has,  has not filed all required compliance reports.

2668 (2) *Affirmative Action Compliance*. The offeror represents that-

2669 (i) It  has developed and has on file,  has not developed and does not have on file, at each  
2670 establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41  
2671 CFR parts 60-1 and 60-2), or

2672 (ii) It  has not previously had contracts subject to the written affirmative action programs  
2673 requirement of the rules and regulations of the Secretary of Labor.

2674 (e) *Certification Regarding Payments to Influence Federal Transactions*  
2675 (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.)  
2676 By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal  
2677 appropriated funds have been paid or will be paid to any person for influencing or attempting to  
2678 influence an officer or employee of any agency, a Member of Congress, an officer or employee of  
2679 Congress or an employee of a Member of Congress on his or her behalf in connection with the award of  
2680 any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a  
2681 lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and  
2682 submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name  
2683 of the registrants. The offeror need not report regularly employed officers or employees of the offeror to  
2684 whom payments of reasonable compensation were made.

2685 (f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation  
2686 (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

2687 (1)

2688 (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision,  
2689 is a domestic end product.

2690 (ii) The Offeror shall list as foreign end products those end products manufactured in  
2691 the United States that do not qualify as domestic end products.

2692 (iii) The terms "domestic end product," "end product," "foreign end product," and "United  
2693 States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

2694 (2) Foreign End Products: List as necessary:

2695 (3) The Government will evaluate offers in accordance with the policies and procedures of  
2696 FAR [part 25](#).

2697 (g)

2698 (1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at  
2699 FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

2700 (i)

2701 (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this  
2702 provision, is a domestic end product.

2703 (B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,"  
2704 "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free  
2705 Trade Agreement country end product," "Israeli end product," and "United States" are defined in the  
2706 clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

2707 (ii) The Offeror certifies that the following supplies are Free Trade Agreement  
2708 country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products)  
2709 or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade  
2710 Agreements-Israeli Trade Act."

2711 Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani,  
2712 Panamanian, or Peruvian End Products) or Israeli End Products:

2713 [List as necessary]

2714 (iii) The Offeror shall list those supplies that are foreign end products (other than those listed  
2715 in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy  
2716 American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign  
2717 end products those end products manufactured in the United States that do not qualify as domestic  
2718 end products.

2719 Other Foreign End Products:

2720 [List as necessary]

2721 (iv) The Government will evaluate offers in accordance with the policies and procedures of  
2722 FAR [part 25](#).

2723 (2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I.*  
2724 If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following  
2725 paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

2726 (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined  
2727 in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

2728 Canadian End Products:

2729 [List as necessary]

2730 (3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.*  
2731 If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following  
2732 paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

2733 (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli  
2734 end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-  
2735 Israeli Trade Act":

2736 Canadian or Israeli End Products:

2737 [List as necessary]

2738 (4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.*  
2739 If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph  
2740 (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

2741 (g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement  
2742 country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian  
2743 end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-  
2744 Free Trade Agreements-Israeli Trade Act":

2745 Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan,  
2746 Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

2747 [List as necessary]

2748 (5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade  
2749 Agreements, is included in this solicitation.)

2750 (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of  
2751 this provision, is a U.S.-made or designated country end product, as defined in the clause of  
2752 this solicitation entitled "Trade Agreements."

2753 (ii) The offeror shall list as other end products those end products that are not U.S.-  
2754 made or designated country end products.

2755 Other End Products:

2756 [List as necessary]

2757 (iii) The Government will evaluate offers in accordance with the policies and procedures of  
2758 FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-  
2759 made or designated country end products without regard to the restrictions of the Buy American statute.  
2760 The Government will consider for award only offers of U.S.-made or designated  
2761 country end products unless the Contracting Officer determines that there are no offers for  
2762 such products or that the offers for such products are insufficient to fulfill the requirements of  
2763 the solicitation.

2764 (h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if  
2765 the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the  
2766 best of its knowledge and belief, that the offeror and/or any of its principals–

2767 (1)  Are,  are not presently debarred, suspended, proposed for debarment, or  
2768 declared ineligible for the award of contracts by any Federal agency;

2769 (2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had  
2770 a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with



2771 obtaining, attempting to obtain, or performing a Federal, state or local  
2772 government contract or subcontract; violation of Federal or state antitrust statutes relating to the  
2773 submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction  
2774 of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving  
2775 stolen property;

2776 (3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a  
2777 Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this  
2778 clause; and

2779 (4)  Have,  have not, within a three-year period preceding this offer, been notified of any  
2780 delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability  
2781 remains unsatisfied.

2782 (i) Taxes are considered delinquent if both of the following criteria apply:

2783 (A) *The tax liability is finally determined.* The liability is finally determined if it has been  
2784 assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In  
2785 the case of a judicial challenge to the liability, the liability is not finally determined until all judicial  
2786 appeal rights have been exhausted.

2787 (B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the  
2788 taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not  
2789 delinquent in cases where enforced collection action is precluded.

2790 (ii) *Examples.*

2791 (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the  
2792 taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is  
2793 not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability  
2794 until the taxpayer has exercised all judicial appeal rights.

2795 (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability,  
2796 and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing  
2797 with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS  
2798 determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the  
2799 underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is  
2800 not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this  
2801 will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

2802 (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The  
2803 taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is  
2804 not delinquent because the taxpayer is not currently required to make full payment.

2805 (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent  
2806 because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

2807 (i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order*  
2808 *13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under

2809 *this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced*  
2810 *or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]*

2811 (1) *Listed end products.*

2812 (2) *Certification. [If the Contracting Officer has identified end products and countries of origin*  
2813 *in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by*  
2814 *checking the appropriate block.]*

2815 (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that  
2816 was mined, produced, or manufactured in the corresponding country as listed for that product.

2817 (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that  
2818 was mined, produced, or manufactured in the corresponding country as listed for that product.  
2819 The offeror certifies that it has made a good faith effort to determine whether forced or indentured child  
2820 labor was used to mine, produce, or manufacture any such end product furnished under this contract. On  
2821 the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

2822 (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for  
2823 the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate  
2824 whether the place of manufacture of the end products it expects to provide in response to  
2825 this solicitation is predominantly-

2826 (1)  In the United States (Check this box if the total anticipated price of offered  
2827 end products manufactured in the United States exceeds the total anticipated price of offered  
2828 end products manufactured outside the United States); or

2829 (2)  Outside the United States.

2830 (k) *Certificates regarding exemptions from the application of the Service Contract Labor*  
2831 *Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its  
2832 certification as to compliance by its subcontractor if it subcontracts out the exempt services.)  
2833 *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

2834 (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-](#)  
2835 [4\(c\)](#)(1). The offeror  does  does not certify that-

2836 (i) The items of equipment to be serviced under this contract are used regularly for other than  
2837 Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an  
2838 exempt subcontract) in substantial quantities to the general public in the course of normal business  
2839 operations;

2840 (ii) The services will be furnished at prices which are, or are based on, established catalog or  
2841 market prices (see FAR [22.1003-4\(c\)](#)(2)(ii)) for the maintenance, calibration, or repair of such equipment;  
2842 and

2843 (iii) The compensation (wage and fringe benefits) plan for all service employees performing  
2844 work under the contract will be the same as that used for these employees and equivalent employees  
2845 servicing the same equipment of commercial customers.

2846 (2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror  does  does not certify  
2847 that-

2848 (i) The services under the contract are offered and sold regularly to non-Governmental  
2849 customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the  
2850 general public in substantial quantities in the course of normal business operations;

2851 (ii) The contract services will be furnished at prices that are, or are based on, established  
2852 catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

2853 (iii) Each service employee who will perform the services under the contract will spend only  
2854 a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an  
2855 annualized basis, or less than 20 percent of available hours during the contract period if  
2856 the contract period is less than a month) servicing the Government contract; and

2857 (iv) The compensation (wage and fringe benefits) plan for all service employees performing  
2858 work under the contract is the same as that used for these employees and equivalent employees servicing  
2859 commercial customers.

2860 (3) If paragraph (k)(1) or (k)(2) of this clause applies–

2861 (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and  
2862 the Contracting Officer did not attach a Service Contract Labor Standards wage determination to  
2863 the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

2864 (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to  
2865 execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting  
2866 Officer as required in paragraph (k)(3)(i) of this clause.

2867 (l) *Taxpayer Identification Number (TIN)* ( [26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if  
2868 the offeror is required to provide this information to the SAM to be eligible for award.)

2869 (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this  
2870 provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting  
2871 requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal  
2872 Revenue Service (IRS).

2873 (2) The TIN may be used by the Government to collect and report on any delinquent amounts  
2874 arising out of the offeror's relationship with the Government ( [31 U.S.C. 7701\(c\)\(3\)](#)). If the  
2875 resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN  
2876 provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

2877 (3) *Taxpayer Identification Number (TIN)*.

2878 TIN: \_\_\_\_\_.

2879 TIN has been applied for.

2880 TIN is not required because:

2881 Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have  
2882 income effectively connected with the conduct of a trade or business in the United States and does not  
2883 have an office or place of business or a fiscal paying agent in the United States;

2884 Offeror is an agency or instrumentality of a foreign government;

2885 Offeror is an agency or instrumentality of the Federal Government.

2886 (4) *Type of organization.*

2887 Sole proprietorship;

2888 Partnership;

2889 Corporate entity (not tax-exempt);

2890 Corporate entity (tax-exempt);

2891 Government entity (Federal, State, or local);

2892 Foreign government;

2893 International organization per 26 CFR1.6049-4;

2894 Other \_\_\_\_\_.

2895 (5) Common parent.

2896 Offeror is not owned or controlled by a common parent;

2897 Name and TIN of common parent:

2898 Name \_\_\_\_\_.

2899 TIN \_\_\_\_\_.

2900 (m) Restricted business operations *in Sudan*. By submission of its offer, the offeror certifies that  
2901 the offeror does not conduct any restricted business operations in Sudan.

2902 (n) Prohibition on Contracting with Inverted Domestic Corporations.

2903 (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for  
2904 contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic  
2905 corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with  
2906 the procedures at [9.108-4](#).

2907 (2) *Representation*. The Offeror represents that—

2908 (i) It  is,  is not an inverted domestic corporation; and

2909 (ii) It  is,  is not a subsidiary of an inverted domestic corporation.

2910 (o) Prohibition on contracting with entities engaging in certain activities or transactions relating  
2911 to Iran.

2912 (1) The offeror shall e-mail questions concerning sensitive technology to the Department  
2913 of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

2914 (2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as  
2915 provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

2916 (i) Represents, to the best of its knowledge and belief, that the offeror does not export  
2917 any sensitive technology to the government of Iran or any entities or individuals owned or controlled by,  
2918 or acting on behalf or at the direction of, the government of Iran;

2919 (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not  
2920 engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act;  
2921 and

2922 (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not  
2923 knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's  
2924 Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests  
2925 in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.)  
2926 (see OFAC's Specially Designated Nationals and Blocked Persons List  
2927 at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

2928 (3) The representation and certification requirements of paragraph (o)(2) of this provision do not  
2929 apply if-

2930 (i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a  
2931 comparable agency provision); and

2932 (ii) The offeror has certified that all the offered products to be supplied are designated  
2933 country end products.

2934 (p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be  
2935 registered in SAM or a requirement to have a unique entity identifier in the solicitation).

2936 (1) The Offeror represents that it  has or  does not have an immediate owner. If  
2937 the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond  
2938 to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

2939 (2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the  
2940 following information:

2941 Immediate owner CAGE code: \_\_\_\_\_.

2942 Immediate owner legal name: \_\_\_\_\_.

2943 (Do not use a "doing business as" name)

2944 Is the immediate owner owned or controlled by another entity:  Yes or  No.

2945 (3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that  
2946 the immediate owner is owned or controlled by another entity, then enter the following information:

2947 Highest-level owner CAGE code: \_\_\_\_\_.

2948 Highest-level owner legal name: \_\_\_\_\_.

2949 (Do not use a "doing business as" name)

2950 (q) *Representation by Corporations Regarding Delinquent Tax Liability or a*  
2951 *Felony Conviction under any Federal Law.*

2952 (1) As required by sections 744 and 745 of Division E of the Consolidated and Further  
2953 Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in  
2954 subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

2955 (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and  
2956 administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner  
2957 pursuant to an agreement with the authority responsible for collecting the tax liability, where the  
2958 awarding agency is aware of the unpaid tax liability, unless an agency has  
2959 considered suspension or debarment of the corporation and made a determination  
2960 that suspension or debarment is not necessary to protect the interests of the Government; or

2961 (ii) Was convicted of a felony criminal violation under any Federal law within the preceding  
2962 24 months, where the awarding agency is aware of the conviction, unless an agency has  
2963 considered suspension or debarment of the corporation and made a determination that this action is not  
2964 necessary to protect the interests of the Government.

2965 (2) The Offeror represents that—

2966 (i) It is  is not  a corporation that has any unpaid Federal tax liability that has been  
2967 assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that  
2968 is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting  
2969 the tax liability; and

2970 (ii) It is  is not  a corporation that was convicted of a felony criminal violation under a  
2971 Federal law within the preceding 24 months.

2972 (r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#),  
2973 Commercial and Government Entity Code Reporting.)

2974 (1) The Offeror represents that it  is or  is not a successor to a predecessor that held a  
2975 Federal contract or grant within the last three years.

2976 (2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the  
2977 following information for all predecessors that held a Federal contract or grant within the last three years  
2978 (if more than one predecessor, list in reverse chronological order):

2979 Predecessor CAGE code: (or mark "Unknown").

2980 Predecessor legal name:\_\_\_\_\_.

2981 (*Do not use a "doing business as" name*).

2982 (s) [Reserved].

2983 (t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all  
2984 solicitations that require offerors to register in SAM ( [12.301](#)(d)(1)).

2985 (1) This representation shall be completed if the Offeror received \$7.5 million or more  
2986 in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received  
2987 less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

2988 (2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

2989 (i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not  
2990 publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the  
2991 results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly  
2992 available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

2993 (ii) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does  
2994 not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a  
2995 publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific  
2996 quantity or percentage.

2997 (iii) A publicly accessible website includes the Offeror's own website or a recognized, third-  
2998 party greenhouse gas emissions reporting program.

2999 (3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision,  
3000 respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions  
3001 and/or reduction goals are reported:\_\_\_\_\_.

3002 (u)

3003 (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further  
3004 Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent  
3005 appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to  
3006 use appropriated (or otherwise made available) funds for contracts with an entity that requires employees  
3007 or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality  
3008 agreements or statements prohibiting or otherwise restricting such employees or subcontractors from  
3009 lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement  
3010 representative of a Federal department or agency authorized to receive such information.

3011 (2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements  
3012 applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414  
3013 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal  
3014 department or agency governing the nondisclosure of classified information.

3015 (3) *Representation*. By submission of its offer, the Offeror represents that it will not require its  
3016 employees or subcontractors to sign or comply with internal confidentiality agreements or statements  
3017 prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste,  
3018 fraud, or abuse related to the performance of a Government contract to a designated investigative or law  
3019 enforcement representative of a Federal department or agency authorized to receive  
3020 such information (e.g., agency Office of the Inspector General).

3021 (v) Covered Telecommunications Equipment or Services-*Representation*. Section 889(a)(1)(A) and  
3022 section 889 (a)(1)(B) of Public Law 115-232.

3023 (1) The Offeror shall review the list of excluded parties in the System for Award Management  
3024 (SAM) ( <https://www.sam.gov>) for entities excluded from receiving federal awards for "covered  
3025 telecommunications equipment or services".

3026 (2) The Offeror represents that—

3027 (i) It  does,  does not provide covered telecommunications equipment or services as a part  
3028 of its offered products or services to the Government in the performance of any contract, subcontract, or  
3029 other contractual instrument.

3030 (ii) After conducting a reasonable inquiry for purposes of this representation, that  
3031 it  does,  does not use covered telecommunications equipment or services, or any equipment, system,  
3032 or service that uses covered telecommunications equipment or services.

3033 **GS1310 Organizational Conflicts of Interest – General July 2007**

3034 1. Definition. Organizational conflict of interest means that because of other activities or relationships  
3035 with other persons, a person is unable or potentially unable to render impartial assistance or advice to the  
3036 Government, or the persons objectivity in performing the contract work is or might be otherwise  
3037 impaired, or a person has an unfair competitive advantage.

3038 2. Disclosure. By submission of this offer, offeror represents that it is not aware of any information  
3039 bearing on the existence of any actual or potential organizational conflicts of interest in connection with  
3040 this solicitation or any resulting contract, except as provided in its disclosure statement. In the disclosure  
3041 statement, list any potential or actual organizational conflicts of interest. Describe all relevant information  
3042 concerning any past, present, or planned interests bearing on whether this firm (including its chief  
3043 executives and directors, any proposed consultants or subcontractors) may have a potential organizational  
3044 conflict of interest. If no potential or actual conflicts exist, so indicate with a check mark:

3045  No potential or actual organizational conflicts of interest are known.

3046 3. Failure to provide the disclosure or representation will be deemed a minor informality (FAR 14.405)  
3047 and the offeror will be required to promptly correct the omission. Refusal to provide the disclosure or  
3048 representation and any additional information as required will result in disqualification of the offeror for  
3049 award.



3050 4. The contractor agrees that, if after award he discovers an organizational conflict of interest with respect  
3051 to this contract, he shall make an immediate and full disclosure in writing to the Contracting Officer,  
3052 which shall include a description of the action which the contractor has taken or proposes to take to avoid,  
3053 eliminate, or neutralize the conflict. The Government may, however, terminate the contract for the  
3054 convenience of the Government if it would be in the best interests of the Government.

3055 5. In the event that the contractor was aware of organizational conflict of interest prior to the award of this  
3056 contract and failed to disclose the conflict to the Contracting Officer, the Government may terminate the  
3057 contract at no cost to the Government.

3058 6. If the Contracting Officer determines that a potential or actual conflict exists, the offeror will not  
3059 receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a  
3060 special contract clause or other appropriate means. The terms of any special clause are subject to  
3061 negotiation. Offerors should refer to FAR Subpart 9.5 for policies and procedures for avoiding,  
3062 neutralizing, or mitigating organizational conflicts of interest.

3063 **END OF SECTION K**

3064	<b>SECTION L - Instructions, Conditions, and Notices to Bidders</b>		
3065			
3066	<b>52.204-7</b>	<b>System for Award Management</b>	<b>October 2018</b>
3067	<b>52.204-16</b>	<b>Commercial and Government Entity Code Reporting</b>	<b>August 2020</b>
3068	<b>52.212-1</b>	<b>Instructions to Offerors - Commercial Items</b>	<b>November 2021</b>
3069		<b>(DEVIATION 2018-01)</b>	
3070	<b>52.214-34</b>	<b>Submission of Offers in the English Language</b>	<b>April 1991</b>
3071	<b>52.214-35</b>	<b>Submission of Offers in U.S. Currency</b>	<b>April 1991</b>
3072	<b>52.215-1</b>	<b>Instructions to Offerors - Competitive Acquisition</b>	<b>November 2021</b>
3073	<b>52.222-24</b>	<b>Preaward On-Site Equal Opportunity</b>	
3074		<b>Compliance Evaluation</b>	<b>February 1999</b>
3075	<b>52.222-46</b>	<b>Evaluation of Compensation for Professional Employees</b>	<b>February 1993</b>
3076	<b>52.222-56</b>	<b>Certification Regarding Trafficking in Persons</b>	
3077		<b>Compliance Plan</b>	<b>October 2020</b>
3078	<b>52.216-1</b>	<b>Type of Contract</b>	<b>April 1984</b>
3079	The Government contemplates award of an Indefinite Delivery/Indefinite Quantity contract type with		
3080	Firm Fixed Price (FFP) or Time and Materials/Labor Hours (T&M/LH) task orders resulting from this		
3081	solicitation.		
3082	<b>52.233-2</b>	<b>Service of Protest</b>	<b>September 2006</b>
3083	(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with		
3084	an agency, and copies of any protests that are filed with the Government Accountability Office (GAO),		
3085	shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated		
3086	acknowledgment of receipt from [Contracting Officer designate the official or location where a protest		
3087	may be served on the Contracting Officer].		
3088	(b) The copy of any protest shall be received in the office designated above within one day of filing a		
3089	protest with the GAO.		
3090	<b>1452.233-2</b>	<b>Service of Protest.</b>	
3091	As prescribed in 1433.106, the provision at FAR 52.233-2, Service of Protest, shall be modified before		
3092	insertion into solicitations and contracts by changing the title of the provision to read: "Service of Protest		
3093	Department of the Interior (JUL 1996) (Deviation)"; and adding the following sentence to the end of the		
3094	provision:		
3095	“(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the		
3096	protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property,		
3097	1849 C Street, NW., Room 6511, Washington, DC 20240.”		
3098			
3099			



3145 (1) The offeror is a current Government employee, such employee's spouse or minor child, or a former  
3146 DOI/bureau employee;

3147 (2) The offeror is a business concern substantially owned or controlled by one or more current  
3148 Government employees or such employee's spouse or minor child, or a former DOI/bureau employee; or

3149 (3) The offeror has employed in the preparation of this proposal or plans to employ on any contract  
3150 resulting from this solicitation a current Government employee or former DOI/bureau employee.

3151 (c) Disclosure requirements regarding former employees are limited to former regular employees of the  
3152 DOI/bureaus whose federal employment terminated within two years prior to submission of this proposal.  
3153 Involvement of such employees, either in preparing the proposal or under any resultant contract, is not  
3154 necessarily precluded, but each case must be reviewed against standards of conduct and procurement  
3155 integrity restrictions on former employees.

3156 **GS2113 Organizational Conflict of Interest Disclosure July 2001**

3157 (a) The contracting officer considers that there is potential for organizational conflicts of interest  
3158 involving this procurement or services to be performed under the resultant contracts, as follows:

3159 (b) If the prospective Contractor is aware of any information bearing on the existence of any potential  
3160 organizational conflict of interest, as defined in FAR 9.5, it shall provide a disclosure statement in its  
3161 proposal which describes all relevant information concerning any past, present, or planned interests  
3162 bearing on whether it (including its chief executives and directors, or any proposed consultant or  
3163 subcontractor) may have a potential organizational conflict of interest.

3164 (c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall  
3165 not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a  
3166 special contract clause or other appropriate means. The terms of any special clause are subject to  
3167 negotiation. Prospective Contractors should refer to FAR Subpart 9.5 for policies and procedures for  
3168 avoiding, neutralizing, or mitigating organizational conflicts of interest.

3169 **GS2114 Exceptions to Solicitation Terms and Conditions July 2001**

3170 Offerors must state in their proposals any exceptions taken to the terms and conditions of the solicitation.  
3171 Omission of such a statement will be construed as the offeror's acceptance of all solicitation terms and  
3172 conditions. Exceptions shall be stated in a cover letter conveying the proposal. Identify the term or  
3173 condition, state the reasons for the exception, and provide any other information concerning the  
3174 exception(s).

3175 **GS2115 Independent Review of Protests to the Agency August 2001**

3176 Interested parties may request an independent review at a level above the Contracting Officer of protests  
3177 filed directly with the agency. This review is available as an alternative to consideration of the protest by  
3178 the Contracting Officer. Requests for independent review shall be submitted to the Chief of the  
3179 acquisition office issuing the solicitation, who will designate the official(s) to conduct the independent  
3180 review.

3181 **Procurement Integrity Act**

3182 Offerors' attention is directed to the provision 52.215-1(e) and FAR 3.104-5 for a discussion on marking  
3183 and proprietary proposal information. Offerors should put the following notice on the top of each copy of  
3184 its proposal:

3185 “This proposal shall be used and disclosed for evaluation purposes only, and a copy of this Government  
 3186 notice shall be applied to any reproduction or abstract thereof. Any authorized restrictive notices that the  
 3187 submitter places on this proposal shall also be strictly complied with. Disclosure of this proposal outside  
 3188 the Government for evaluation purposes shall be made only to the extent authorized by, and in accordance  
 3189 with, law.”

### 3190 **Authorized Official and Submissions of Proposal**

3191 The original proposal must be signed by an official authorized to bind your organization and must  
 3192 stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be  
 3193 submitted electronically only to the following email box - [gs\\_chs@usgs.gov](mailto:gs_chs@usgs.gov). Hard copy or facsimile  
 3194 proposal will not be accepted for this solicitation. Late proposals will be rejected as untimely submission.

### 3195 **GS2150 Proposal Format and Submission Instructions (Modified) August 2001**

3196 **Proposal Organization:** Proposals shall be submitted in two separate volumes as set forth in the below  
 3197 table; one volume containing the “Technical Proposal” and one volume containing the “Business  
 3198 Management Proposal”. **Both Volumes of the proposal shall be submitted as a PDF file via email only**  
 3199 **to the Contracting Offer at [gs\\_chs@usgs.gov](mailto:gs_chs@usgs.gov).** All files shall be searchable and allow copy/paste  
 3200 functionality. No document or copy protections shall be used.  
 3201  
 3202

3203 Each volume shall be written on a stand-alone basis so that its contents may be evaluated independently.  
 3204 Information required for proposal evaluation that is not found in its designated volume will be assumed to  
 3205 have been omitted from the proposal. Cross-referencing within a proposal volume across Factors or Sub-  
 3206 Factors is not permitted.  
 3207

3208 Each volume may contain a glossary of all abbreviations and acronyms used that will not count towards  
 3209 the page limitations.  
 3210

3211 **Proposal Format:** Offerors are cautioned to follow all instructions very carefully in order to assure the  
 3212 Government receives all requested information and consistent information in a form that will facilitate  
 3213 proposal evaluation. These instructions are not evaluation factors for this solicitation. The evaluation  
 3214 factors are contained in Section M.  
 3215  
 3216

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
	Sample 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) Task Order – Attachment E	A-4.2	10 pages
	Data Lake Task Order – Attachment F	A-4.3	10 pages
	Section 508 Standards	A-5	5 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 Personnel	B-2	20-page total limit on how these key positions interact to form an effective management team
	Quality Assurance Surveillance Plan	B-3	No limit
<b>FACTOR C: PAST PERFORMANCE and CLOUD EXPERIENCE</b>	Cloud Experience	C-1	20 pages combined
	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 Modal, 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: SUPPLIER RISK QUESTIONNAIRE</b>		F	See Questionnaire for page limit

3218 Page Size and Format. A page is defined as one side of a sheet, 8½” x 11”, with at least one-inch margins  
3219 on all sides. Every page upon which printing appears will count against the page limits. Fold-out pages  
3220 may be used where appropriate but, except as noted above, each fold-out will count as the equivalent  
3221 number of 8½” x 11” pages based on area rounded up to the nearest whole number. That is: an 11” x 17”  
3222 fold-out page with printing on one side will count as two pages, whereas an 11” x 20” fold-out page with  
3223 printing on one side will count as three pages. Illustration, charts, etc., are all included in the limitation  
3224 total. The acceptable type fonts are either Times New Roman or Arial 12 point or larger. Font size for  
3225 text in figures and tables shall be 8 point or larger. Offerors are cautioned that pages not in compliance  
3226 with this solicitation instruction will not be considered in the evaluation and will be returned to the  
3227 Offeror. Cover and title pages (with no more text than needed to identify the subsequent pages), tables of  
3228 contents, indices, tabs/dividers (without text except section titles) and an acronym list (if so included) are  
3229 excluded from any page count specified. An Offeror’s compliance matrix is not included in the page  
3230 count.

3231  
3232 Proposals are to be neat, legible, and orderly. Content is more important than quantity. A concise and  
3233 comprehensive proposal is desired. Organization, clarity, accuracy of information, relevance, and  
3234 completeness are important. Statements such as “will comply” or “noted and understood” without  
3235 supporting narrative to define compliance are not acceptable. Elaborate brochures or other presentations  
3236 beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork and  
3237 expensive visual or other presentation aids are not necessary.

3238  
3239 No classified information is required and therefore shall not be provided.

3240  
3241 No cost or pricing information shall be included in the Technical Proposal (Volume I). If pricing is  
3242 included in Volume I, it will be considered non-compliant and may result in removal of the proposal from  
3243 further evaluation.

3244  
3245 Any pages in excess of the respective page limitations specified for each Volume/Tab, as set forth below,  
3246 shall not be considered during the evaluation of the proposal.

3247  
3248 The offeror shall make a clear statement on the cover page that the proposal is valid for a minimum of  
3249 180 days from the proposal due date.

3250  
3251 **The Government will not accept alternate proposals.** If the Offeror fails or refuses to assent to any of  
3252 the terms and conditions of this solicitation, proposes additional terms or conditions, or fails to submit  
3253 any of the information required by this solicitation, then the Government will consider the offer to be  
3254 unacceptable, which will make the Offeror ineligible for contract award.

## 3255 3256 **TECHNICAL PROPOSAL INSTRUCTIONS**

3257  
3258 The Technical Proposal shall be sufficient to enable technical evaluation personnel to make a thorough  
3259 and complete evaluation and to arrive at a sound determination as to whether the requirements of this  
3260 solicitation are understood and satisfied. To facilitate this evaluation, the Technical Proposal shall be  
3261 sufficiently specific, detailed, and complete to demonstrate clearly and fully that the Offeror has a  
3262 thorough understanding of the requirements for, and technical problems inherent in, the requirements of  
3263 the solicitation. Reference any relevant past experience to support and validate the proposed solution set.

3264  
3265 Each proposal must be sufficiently complete to demonstrate an understanding of and an ability to comply  
3266 with all the requirements referenced in the applicable solicitation and performance work statement.

3267 Clarity, completeness, and conciseness are essential, and the quality of the proposal will be evaluated in  
3268 the context of being representative of the Offeror's product/services.

3269

3270 In preparing the proposal, emphasis should be placed on brief, complete, and factual data in the areas set  
3271 forth in the solicitation. Maximum use should be made of tables and information summaries in describing  
3272 the proposed efforts.

3273

3274 The Technical Proposal shall consist of the following components.

3275

## 3276 **FACTOR A: TECHNICAL APPROACH**

3277

### 3278 **Sub Factor A.1 Technical Approach**

3279

3280 • The Offeror shall describe the overall technical approach, organization, tools, and standards. The  
3281 Offeror shall describe how the overall technical approach addresses the long-term USGS/DOI goals  
3282 and objectives. The Offeror shall describe the "best practices" that the Offeror would utilize for the  
3283 Cloud Hosting Solutions solicitation scope of work. The Offeror shall describe specifics as to how  
3284 these best practices are implemented including any processes, tools, and frameworks that are unique  
3285 to the Offeror's organization, including examples of implementing something similar in the past and  
3286 how this corporate knowledge will be applied to USGS/DOI. Describe how your contract team  
3287 proposes to provide innovative approaches while minimizing risk to project activities.

3288 • The Offeror shall describe how to leverage cloud native tool sets for the overall management and  
3289 governance processes. The Offeror shall describe how tools will provide an ability for cost control  
3290 and resource utilization along with threshold identification. The Offeror shall describe how they will  
3291 ensure that staff has the skills and tools to implement a Hybrid Data Center and leverage multiple  
3292 cloud computing providers for an efficient, streamlined Department enterprise architecture approach.  
3293 The Offeror shall describe (with examples) how to leverage knowledge and implementation of the  
3294 following:

3295 • Business continuity and disaster recovery

3296 • Artificial intelligence and machine learning

3297 • Development, security, and operations environment

3298 Container orchestration, maintenance, automation, and security

3299

### 3300 **Sub Factor A-2 Information Technology Security and Access Controls**

3301

3302 • The Offeror shall demonstrate that all third-party cloud service provider's (CSP) Infrastructure as a  
3303 Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS) offerings obtained  
3304 through the Offeror, must bear a Joint Authorization Board (JAB) Provisional Authority to Operate  
3305 (P-ATO) or Agency Authorization to Operate (ATO) issued under FedRAMP. While not the  
3306 Offeror's direct responsibility, the Government must also be able to obtain, from the FedRAMP  
3307 Program Management Office (PMO), the CSP's FedRAMP authorization package and most recent  
3308 continuous monitoring reports detailing discovered technical vulnerabilities, weaknesses, and open  
3309 and closed Plans of Action and Milestones (POA&M). The Offeror shall demonstrate that any  
3310 systems or third-party cloud services provided by the Offeror will be capable of supporting IPv6  
3311 communication for all internal and external network interfaces. The Offeror shall demonstrate that all  
3312 system components and services including cloud services, provided through the contract, utilize  
3313 cryptographic modules that are FIPS 140-2 compliant. The Offeror shall describe their expertise in  
3314 understanding and applying security standards, controls, and requirements, including those defined by  
3315 federal laws, NIST, and DOI.



- 3316
- 3317 • The Offeror shall demonstrate how they perform and manage the following security operations for
- 3318 any components of the system:
- 3319 • Automated scans for vulnerability and security policy compliance across all cloud accounts
- 3320 created under the contract, including virtual data center compliance through CSP APIs or
- 3321 through credentialed and non-credentialed network scanning of host OS, web applications,
- 3322 virtual machines, containers, container images, and Database Management Systems
- 3323 • Security assessment of code through the Continuous Integration Continuous Deployment
- 3324 (CI/CD) pipelines
- 3325 • Patch management
- 3326 • Antivirus and malware detection
- 3327 • Security information and event management (SIEM)
- 3328 • Configuration management
- 3329 • Cybersecurity incident response
- 3330 • FISMA reporting for any component of the system, including annual and quarterly data
- 3331 collection coordination with DOI System Owners. Contractors must provide DOI with the
- 3332 requested information based on the timeframes provided with each request. Contractor
- 3333 systems must comply with near real time feeds in accordance with Department of Homeland
- 3334 Security (DHS) Continuous Diagnostics and Mitigation (CDM) requirements as coordinated
- 3335 by DOI. Reporting requirements are determined by OMB and may change each reporting
- 3336 period. The Contractor will provide DOI with all information to fully satisfy FISMA
- 3337 reporting requirements for Contractor systems.
- 3338
- 3339 • The Offeror shall provide its own proposed approach or the CSP's proposed approach for the
- 3340 following additional information security and access controls:
- 3341 i. Information Security
- 3342 1. Managing supply chain risk for hardware, software, APIs, and other system
- 3343 components.
- 3344 2. Automated breach identification and any processes for breach mitigation, isolation,
- 3345 and reporting.
- 3346 3. Self-service and automated tools for handling data spills of classified or other
- 3347 controlled information.
- 3348 4. Ability to securely delete data in unclassified environments.
- 3349 ii. Access Controls:
- 3350 1. Managing technical policies at all hierarchical identity levels from one account to all
- 3351 accounts globally, and the ability to control access to services and restrict
- 3352 configuration parameters.
- 3353 2. Highly granular attribute and role-based access control configuration, and the ability
- 3354 to assign permissions to roles in accordance with technical policies.
- 3355 3. Object and resource access control management, including data and resource tagging.
- 3356 4. Token-based and time-limited federated authentication allowing a user to assume a
- 3357 role within the cloud environment at all classification levels.
- 3358 5. Indicate which access control capabilities are available via web interface, command
- 3359 line interface (CLI) application, and/or application programming interface (API).
- 3360

3361

**3362 Sub Factor A-3 Application, Data Hosting, and Portability**

3363

- 3364 • The Offeror shall describe their vision for a best-in-class customer experience and on-boarding  
3365 process as well as how they plan to implement and support them. The Offeror shall describe their  
3366 process managing the work activities queue and how they are innovative in offering quick to market  
3367 schedule.
- 3368 • The Offeror shall describe how to implement a full data center migration, (i.e., approach to migrating  
3369 a USGS Data Center from on premise to cloud platform to include architecture and operations  
3370 concept for data ingest, data archive, data systems transition, access mechanisms, etc.). The Offeror  
3371 shall provide past examples of data center migration activities.
- 3372 • The Offeror shall describe an overall approach to migration activities. The Offeror shall describe how  
3373 to implement a scalable solution to migrate multiple applications to the most effective set of cloud  
3374 technologies available including serverless/microservices architecture, batch compute,  
3375 containerization, NoSQL databases, elastic search, etc., and avoid simplistic and costly “lift and shift”  
3376 strategies that simply “copy” on prem servers and VMs to the cloud. The Offeror shall describe their  
3377 expertise in migrating existing cloud workloads from one Cloud Service Provider to another. The  
3378 Offeror shall describe their experience in successfully transitioning to multiple cloud infrastructures,  
3379 platforms, and software.

3380

**3381 Sub Factor A-4 Task Orders**

3382

3383 The Offeror shall respond to the following representative tasks. Throughout the Technical Proposal  
3384 volume, the Offeror’s proposal will be evaluated for its demonstrated understanding of the requirements.  
3385 Any assumptions made will be assessed for reasonableness.

3386

**3387 A-4.1 Sample Task Order #1: CHS II Transition**

3388

3389 The response to this Task Order is expected to be issued at time of contract award. The Offeror shall  
3390 provide efficient and innovative technical support for the USGS Cloud vision to migrate current cloud  
3391 applications from the current AWS environment to the offer platform choice. Integration of these  
3392 applications support local, regional, nationwide, and global science use cases and in all cases provide  
3393 support to natural resource managers and in some cases support health and safety for our nation. Many  
3394 decisions makers rely on these USGS systems to monitor natural hazards and time critical decisions.

3395

- 3396 • The Offeror shall provide a plan for contract transition including a task plan for this task order to  
3397 included (at a minimum) approach, scope, schedule, staffing (using titles from the skill matrix) by  
3398 month and the basis-of-estimate. It is requested that a schedule primarily focused on major  
3399 milestones and key deliverables be provided in soft copy using Microsoft Project (exported to  
3400 PDF).
- 3401 • A representative sample Monthly Project Status Review as described in Task Order Objectives,  
3402 which includes performance metrics.
- 3403 • This task order is labor hours.

3404

3405

3406

#### 3407 **A-4.2 Sample Task Order #2: National Water Information System (NWIS)**

3408  
3409 This is a sample Task Order for evaluation of the proposal. The response to this Task Order is expected  
3410 to demonstrate the Offeror's ability to plan a technical effort to support redesign, coding modification and  
3411 containerization for the development of National Water Information Systems migration to a Cloud  
3412 platform. The task plan should address the project management, systems and software engineering  
3413 necessary to develop, modernize, enhance, maintain, and operate a science monitoring system and  
3414 provide advanced interactive access to science information.

3415 The response should consider:

- 3416
- 3417 • A task plan for this task order to included (at a minimum) approach, scope, schedule, staffing  
3418 (using titles from the skill matrix) by month and the basis-of-estimate. It is requested that a  
3419 schedule primarily focused on major milestones and key deliverables be provided in soft copy  
3420 using Microsoft Project (exported to PDF).
  - 3421 • A representative plan that provides a description of the review process, deliverables, and a  
3422 description or sample Monthly Project Status Review as described in Task Order Objectives,  
3423 which includes performance metrics.
  - 3424 • This task order is labor hours.
- 3425

#### 3426 **A-4.3 Sample Task Order #3: Data Lake**

3427  
3428 This is a sample Task Order for evaluation of the proposal. The response to this Data Lake Order is  
3429 expected to demonstrate a representative plan that provides a description of efficient and innovative  
3430 technical support for the USGS Cloud vision and migrate current USGS data sets into the Cloud  
3431 environment. Additionally, USGS is encouraging innovative ways to demonstrate usage and access  
3432 mechanisms for those available data sets. Integration of these data sets and supporting applications  
3433 support local, regional, nationwide, and global science use cases and in all cases provide support to  
3434 natural resource managers and in some cases support health and safety for our nation. Many decisions  
3435 makers rely on these USGS systems to monitor hazards and time critical decisions.

3436  
3437 The response should consider:

- 3438
- 3439 • A task plan for this task order to included (at a minimum) approach, scope, schedule, staffing  
3440 (using titles from the skill matrix) by month and the basis-of-estimate. It is requested that a  
3441 schedule primarily focused on major milestones and key deliverables be provided in soft copy  
3442 using Microsoft Project (exported to PDF).
  - 3443 • A representative plan that provides a description of the review process, deliverables, and a  
3444 description or sample Monthly Project Status Review as described in Task Order Objectives,  
3445 which includes performance metrics.
  - 3446 • This task order is labor hours.
- 3447

#### 3448 **Sub Factor A-5 Section 508 Standards**

- 3449
- 3450 1. Provide an Accessibility Conformance Report (ACR) for each commercially available  
3451 Information and Communication Technology (ICT) item offered through this contract. Create the  
3452 ACR using the Voluntary Product Accessibility Template Version 2.1 or later, located  
3453 at <https://www.itic.org/policy/accessibility/vpat>. Complete each ACR in accordance with the  
3454 instructions provided in the VPAT template. Each ACR must address the applicable Section 508  
3455 requirements referenced in the Work Statement. Each ACR shall state exactly how the ICT meets  
3456 the applicable standards in the remarks/explanation's column, or through additional narrative. All

3457 "Not Applicable" (N/A) responses must be explained in the remarks/explanation's column or  
 3458 through additional narrative. Address each standard individually and with specificity and clarify  
 3459 whether conformance is achieved throughout the entire ICT Item (for example - user  
 3460 functionality, administrator functionality, and reporting), or only in limited areas of the ICT  
 3461 Item. Provide a description of the evaluation methods used to support Section 508 conformance  
 3462 claims. The agency reserves the right, prior to making an award decision, to perform testing on  
 3463 some or all of the Offeror's proposed ICT items to validate Section 508 conformance claims  
 3464 made in the ACR.

3465 2. Describe your approach to incorporating universal design principles to ensure ICT products or  
 3466 services are designed to support disabled users.

3467 3. Describe plans for features that do not fully conform to the Section 508 Standards.

3468 4. Describe "typical" user scenarios and tasks, including individuals with disabilities, to ensure fair  
 3469 and accurate accessibility testing of the ICT product or service being offered.

3470

## 3471 **FACTOR B: MANAGEMENT APPROACH**

3472

### 3473 **Sub Factor B-1 Project Management**

3474

3475 The Offeror shall describe the proposed organization and the management processes that will be used for  
 3476 performance of the contract. Summarize the Project Management Plan. At a minimum, the Offeror shall  
 3477 include the following management methods:

3478

#### 3479 • **ORGANIZATION**

3480

3481 ▪ **Corporate Organization:** Include a corporate organizational chart that will indicate the  
 3482 Offeror's CHS III support program in its corporate structure and if subcontractor(s) are  
 3483 proposed, the location of the subcontractor(s) and their interfaces with the Offeror's  
 3484 organizational structure, and the nature and extent of the work to be performed by the  
 3485 Contractor or subcontractor(s).

3486

3487 ▪ **Offeror's Contract Organization & Staff:** Include the Offeror's proposed contract  
 3488 organization and staffing plan across all tasks. Provide information that demonstrates the  
 3489 Offeror's ability to plan for the proper staffing based on the technical approach proposed  
 3490 phasing required by the contract and show technical and management leads across all task  
 3491 orders and scope of work.

3492

3493 ▪ **Skills Matrix:** Include a technical skills position matrix that shows the various skill groups,  
 3494 skill levels, and the training/certification(s) and experience associated with each skill level.  
 3495 The matrix table shall be provided in the proposal, whereas a maximum of 5 pages of detailed  
 3496 position descriptions may be included in an attachment and not applied to the page limitation.

3497

3498 ▪ **Subcontract Management:** Proposals will be evaluated on the proposed approach to  
 3499 subcontract management and its influence on the workforce and technical work required by  
 3500 the CHS III contract. Proposals will be evaluated on how the prime contractor and  
 3501 subcontractors will work effectively as an integrated unit. Proposals will be evaluated on any  
 3502 methods (e.g., use of contract fees) that program management will use to motivate positive

3503 performance by subcontractors. Proposals will be evaluated on the level of insight by the  
3504 Government to the technical and cost performance of subcontractors.

3505

## 3506 MANAGEMENT PROCESSES

3507

3508 The Offeror shall provide a description of the management processes and tools used within financial,  
3509 workforce, schedule, and other processes. The Offeror shall include:

3510

- 3511 ▪ **Staff Management:** Provide information which demonstrates the ability to manage and  
3512 maintain a skilled workforce to perform the technical support work required for the CHS III  
3513 scope of work including:

3514

- 3515 ○ The process for effectively and efficiently managing the assignment of technical  
3516 skilled staff to tasks and make skill mix assignments and adjustments for new and/or  
3517 increasing/changing work requirements. Please describe examples of previous  
3518 responsiveness.

3519

- 3520 ○ The processes employed to capture, train and retain qualified staff to maintain a  
3521 proper skill mix and staffing level. The processes and timeline for staff hiring  
3522 expectations.

3523

- 3524 ○ The process for the use of temporary or part-time staff, short-term experts, and  
3525 corporate reach-back to enhance flexibility in meeting special, short-term, or less  
3526 than full-time skills resource requirements.

3527

- 3528 ▪ **Schedule Management:** The Offeror shall describe their proposed approach to developing  
3529 and managing schedules that support the scope of work described within the contract and its  
3530 tasks. Include processes used to manage external dependencies as well as schedule margin,  
3531 slack, and critical path, including the relationship between any incremental builds and the risk  
3532 reduction activities and milestone reviews.

3533

- 3534 ▪ **Risk Management:** The Offeror shall explain the manner in which risks will be identified,  
3535 mitigated, and tracked. Describe the approach to the integration of risk management with  
3536 schedule, cost, and technical control methodologies. Describe the high impact and probability  
3537 risks in a risk register.

3538

- 3539 ▪ **Communication Management:** The Offeror shall describe the approach to managing work  
3540 across task orders, ensuring overall contract performance through integrated and/or common  
3541 processes, procedures, and communication across task orders. Describe the communication  
3542 and reporting mechanisms, including content and frequency, which your team would utilize  
3543 when working with Government project managers, Senior Managers, and the USGS COR.  
3544 Describe your approach to eliciting requirements from stakeholders and communicating these  
3545 requirements. Communications should include, but are not limited to scope, schedule, cost,  
3546 and technical status.

3547

3548

3549 **Sub Factor B-2 Key Personnel**

3550

3551 • The Offeror shall provide brief position descriptions including major duties, authorities, and  
3552 educational and relevant experience requirements for the following key personnel:

3553

3554     ▪ Program Manager

3555     ▪ Project Manager

3556     ▪ Business Manager

3557     ▪ Enterprise Architect

3558     ▪ Information Technology and Cloud Security Architect

3559     ▪ Software Development Manager

3560     ▪ Up to three additional critical management or technical position(s) of your choice

3561

3562 • The Offeror shall describe how these personnel interact to form an effective management team  
3563 (limited to 20 pages). Also, provide professional certifications for cloud, agile and Project  
3564 Management that each of your key personnel hold.

3565

3566 • The Offeror shall provide the name and resume for the individuals proposed to fill the aforementioned  
3567 key positions. Attach a signed statement of availability for the project, which is included in the 20-  
3568 page limit. Offerors shall describe and provide a statement of continued availability of individuals  
3569 proposed, which shall be included prior to submission of any revised final offer.

3570

3571 **Sub Factor B-3 Quality Assurance Surveillance Plan (QASP)**

3572

3573 • The Offeror shall provide a QASP that describes its systematic quality assurance methods used by  
3574 the Offeror to evaluate and validate that the Offeror's quality control efforts are timely, effective, and  
3575 are delivering the performance for the stated contract.3576 • The QASP shall provide specific details on how the Offeror will survey, observe, test, sample,  
3577 evaluate, and document performance results to determine if performance requirements are being met .

3578 • This QASP shall explain the following:

3579 • What will be monitored?

3580 • How monitoring will take place?

3581 • Who will conduct the monitoring?

3582 • How monitoring efforts and results will be documented and reported to the government?

3583 • The QASP shall not detail how the Offeror accomplishes the work. Rather, the QASP is created  
3584 with the premise that the contractor is responsible for management and quality control actions to meet  
3585 the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in  
3586 evaluating performance.

3587 • The QASP should recognize that unforeseen and uncontrollable situations may occur.

3588 • The QASP is a "living document" and the Offeror may review and revise it on a regular basis.

3589 However, the Offeror will coordinate changes with the government (CO/COR). Updates will ensure  
3590 that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and  
3591 revisions will be retained in the contract file.

3592

3593

**3594 FACTOR C: CLOUD EXPERIENCE AND PAST PERFORMANCE****3595 Sub Factor C-1 Cloud Experience**

3596

**3597 Information Technology Experience**

3598

- 3599 • The Offeror shall submit a minimum of three (3) and a maximum of five (5) relevant projects that  
3600 best demonstrate your experience on relevant projects that are similar in size, scope, and  
3601 complexity to the SOO for IaaS and/or PaaS. For purposes of this evaluation, a relevant project is  
3602 further defined as a project similar in size, scope, and complexity to the SOO.

3603

3604 Projects submitted for the Offeror shall be completed within the past five (5) years of the date of  
3605 issuance of this RFP.

3606

3607 The attached Experience Project Data Sheet (Attachment A) is MANDATORY and SHALL be  
3608 used to submit project information. Except as specifically requested, the Government will not  
3609 consider information submitted in addition to this form. Individual blocks on this form may be  
3610 expanded; however, total length for each project data sheet shall not exceed two pages.

3611

3612 For all submitted projects, the description of the project shall clearly describe the scope of work  
3613 performed and the relevancy to the project requirements of this RFP.

3614

3615 If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects  
3616 completed by the Joint Venture entity. If the Joint Venture does not have shared experience,  
3617 projects must be submitted for the Joint Venture members. Offerors who fail to submit  
3618 experience for all Joint Venture members may be rated lower. Offerors are still limited to a total  
3619 of five (5) projects combined.

3620

3621 If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD  
3622 member companies (name is not exactly as stated on the SF1449), the Proposal shall clearly  
3623 demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the  
3624 performance of the contract.

3625

**3626 Corporate Experience:**

3627

- 3628 • The Government shall assess the breadth, depth, relevance, and currency of the Offeror's  
3629 experience based on data provided in Corporate Experience. The Offerors shall submit data on  
3630 current contracts performed by the Offeror or its proposed significant subcontractors (defined as a  
3631 subcontractor that will be performing 10 percent of the proposed contract value or \$5,000,000,  
3632 whichever is less) for efforts similar and relevant to the requirements of the SOO. Relevant  
3633 experience for the prime contractor is defined as a contract equal to or exceeding \$1,000,000 for  
3634 efforts similar in scope to the requirements of this SOO. Current contracts are considered to  
3635 include work done within the last five years.

3636

- 3637 • Corporate experience shall be submitted for no less than three, but no more than five of the most  
3638 current and relevant contracts (prime and subcontractors combined, but at least one from the  
3639 prime). If an Offeror does not have relevant Federal Government contracts, experience of state  
3640 Governments, local Governments, or commercial contracts, in that order, may be provided.

3641

- 3642 • Corporate experience information is limited to a maximum of two pages per contract.

3643

3644 **Sub Factor C-2 Past Performance**

3645

3646 (a) Solicitation Submittal Requirements:

3647

3648 If a completed Contractor Performance Appraisal Report (CPAR) evaluation is available, it shall  
3649 be submitted with the proposal. If there is not a completed CPAR evaluation, then submit Past  
3650 Performance Questionnaires (Attachment B) for each project. The Offeror shall provide  
3651 completed Past Performance Questionnaires (PPQ) in the proposal. Offerors shall not incorporate  
3652 by reference into their Proposal PPQs previously submitted for other RFPs. However, this does  
3653 not preclude the Government from utilizing previously submitted PPQ information in the past  
3654 performance evaluation. If the Offeror is unable to obtain a completed PPQ from a client for a  
3655 project(s) before proposal closing date, the Offeror shall complete and submit with the proposal  
3656 the first page of the PPQ, which will provide contract and client information for the respective  
3657 project(s). The Government may make reasonable attempts to contact the client noted for that  
3658 project(s) to obtain the PPQ information. However, Offerors should follow-up with  
3659 clients/references to help ensure timely submittal of questionnaires. If the client requests,  
3660 questionnaires may be submitted directly to the Government's point of contact, Vickie Floyd,  
3661 gs\_chs@usgs.gov.

3662

3663 Offerors shall provide any information on problems encountered and the corrective actions taken.  
3664 Offerors shall address any adverse past performance issues. Explanations shall not exceed four (4  
3665 pages) total.

3666

3667 The Government reserves the right to contact references for verification or additional  
3668 information. The Government's inability to contact any of the Offeror's references or the  
3669 references unwillingness to provide the information requested may affect the Government's  
3670 evaluation of this factor.

3671

3672 Performance award or additional information submitted will not be considered.

3673

3674 If the offeror has no record of past performance, they shall submit a signed and dated statement to  
3675 that effect. If no past performance information is available, the offeror will be evaluated as  
3676 neutral.

3677

3678 In addition to the information requested above, Offerors (prime and subcontractors) shall provide  
3679 past performance information for three contracts for which the Offeror was the prime Contractor  
3680 or subcontractor that have been delivered in the past five years from the proposal submission due  
3681 date and that completed a minimum of twelve (12) months or is/will be the prime contractor or  
3682 subcontractor that are currently in the development or implementation phase. Offerors shall  
3683 include no more than five references of past performance information from each contractor  
3684 (prime and subcontractors). For each reference, include contract name, number, buyer, mission,  
3685 award date, CO, COR, and describe the applicability to this contract. An Offeror's past  
3686 performance record indicates the relevant quantitative and qualitative aspects of performing  
3687 services or delivering products similar in size, content, and complexity to the requirements of this  
3688 acquisition. Offerors and any proposed significant subcontractor(s) (defined as a subcontractor  
3689 that will be performing 10 percent of the estimated proposed contract value or \$1,000,000,  
3690 whichever is less) shall furnish the information requested for their most recent contracts  
3691 (completed and ongoing) for similar efforts in which that company has participated within the last  
3692 five years. The information requested is anticipated to be sufficient for purposes of the evaluation



3693 of past performance. However, Offerors may submit additional information at their discretion if  
3694 they consider such information necessary to establish a record of relevant past performance.

3695  
3696 **GS2170 Business Management Proposal Instructions (VOLUME II) (Modified) August 2001**

3697 **FACTOR D: COST/PRICE PROPOSAL**

3698  
3699 **The Offeror's proposal shall consist of the following:**

3700  
3701 (D-1) Cover Letter & Introductory Narrative. Offeror shall include authorized offeror  
3702 personnel. Provide the name, title, email, and telephone number of the  
3703 company/division point of contact regarding decisions made with respect to your  
3704 proposal and who can obligate your company contractually. In addition, identify those  
3705 individuals authorized to negotiate with the Government.

3706  
3707 Provide company street address; CAGE Code; DUNS code; TIN; size of business  
3708 (large or small). The same information must be provided for all locations that any  
3709 work will be performed to support this contract.

3710  
3711 (D-2) Signed and completed solicitation package including all amendments (SF33 and SF30)  
3712 (if any).

3713  
3714 (D-3) Completed Section B Schedule of Services (if applicable)

3715  
3716 (D-4) All representations and certifications executed as required by Section K including  
3717 Section 889 Representation.

3718  
3719 (D-5) Prime price proposal shall include loaded and unloaded labor rates per labor category,  
3720 indirect costs (G&A, overhead and fee), and any escalation factors. The breakdown  
3721 shall be submitted on the attached Pricing Model (See Attachment L Pricing  
3722 Spreadsheet Template). Each contract year shall be delineated on a separate worksheet  
3723 for each year in the Excel file.

3724  
3725 (D-6) Subcontractor proposals (if any) shall comply with the instructions in paragraph D-5.  
3726 If a subcontractor does not wish to divulge proprietary cost information to the prime  
3727 contractor, the subcontractor may submit their proposal to the Contracting Officer  
3728 directly. Note: If a subcontractor is a large business and is also performing \$1,000,000  
3729 or more of the total value of the proposed effort, the subcontractor must also submit a  
3730 Small Business Subcontracting Plan to the Government for this effort. A model small  
3731 business subcontracting plan can be found at:

3732  
3733 [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)  
3734

3735  
3736 (D-7) Price proposal for Sample Task Order #1, transition period, shall include a complete  
3737 price breakdown-down as detailed in paragraph D-5, include any ODCs (material,  
3738 equipment, supplies, travel, etc.) and a narrative. Proposal shall include a complete  
3739 price break-down and narrative, as detailed in paragraph D-5, and provide hours by  
3740 Task Order WBS, by contractor, by labor category, by month. If a subcontractor does  
3741 not wish to divulge proprietary cost information to the prime contractor, the

3742 subcontractor may submit their Task Order #1 proposal to the Contracting Officer at  
3743 [gs\\_chs@usgs.gov](mailto:gs_chs@usgs.gov) .

3744  
3745 (D-8) Price proposal for Sample Task Order #2. Proposal shall include a complete price  
3746 break-down and narrative, as detailed in paragraph D-5, include any ODCs (material,  
3747 equipment, supplies, travel, etc.) and a narrative. Proposal shall include a complete  
3748 price break-down and narrative, as detailed in paragraph D-5, and provide hours by  
3749 Task Order WBS, by contractor, by labor category, by month. If a subcontractor does  
3750 not wish to divulge proprietary cost information to the prime contractor, the  
3751 subcontractor may submit their Task Order #1 proposal to the Contracting Officer at  
3752 [gs\\_chs@usgs.gov](mailto:gs_chs@usgs.gov) .

3753  
3754 (D-9) Price proposal for Sample Task Order #3. Proposal shall include a complete price  
3755 break-down and narrative, as detailed in paragraph D-5, include any ODCs (material,  
3756 equipment, supplies, travel, etc.) and a narrative. Proposal shall include a complete  
3757 price break-down and narrative, as detailed in paragraph D-5, and provide hours by  
3758 Task Order WBS, by contractor, by labor category, by month. If a subcontractor does  
3759 not wish to divulge proprietary cost information to the prime contractor, the  
3760 subcontractor may submit their Task Order #1 proposal to the Contracting Officer at  
3761 [gs\\_chs@usgs.gov](mailto:gs_chs@usgs.gov) .

3762  
3763 (D-10) Personnel availability chart (chart reflecting availability of personnel dedicated to  
3764 the contract and percentage of work to be accomplished by prime and subcontractors by  
3765 labor category). Provide reference for definition of labor categories.

3766  
3767 Offeror shall specify within their price proposals the labor categories that will and/or could potentially be  
3768 performing serviced under the resulting IDIQ contract along with fixed burdened/loaded labor rates.  
3769 Offer shall provide a breakdown of the proposed burdened/loaded labor rates for each labor category  
3770 proposed (See Attachment L Spreadsheet Template).

3771  
3772 Offeror shall provide a price proposal which shall reflect discounted open market firm-fixed pricing for  
3773 all labor categories that may perform services under the master IDIQ SOO and firm fixed price and cost  
3774 breakdown for Sample Task Order 1, Sample Task Order 2, and Sample Task Order 3.

## 3775 **FACTOR E: SMALL BUSINESS PARTICIPATION AND SUBCONTRACTING PLAN**

### 3776 **Subfactor E.1 – Small Business Participation Commitment Document**

3777  
3778 All offerors (both other than small businesses and small businesses) are required to submit a Small  
3779 Business Participation Commitment Document (SBPCD). A sample document is found in Section J,  
3780 Attachment C. This is separate and different from the “Small Business Subcontracting Plan,” *which is*  
3781 *only a requirement for other than small business offerors*. Offerors shall propose small business  
3782 participation/commitments by addressing the areas stated in the SBPCD template. The areas stated in the  
3783 template are the criteria to be evaluated in accordance with Section M of this solicitation.

3784  
3785  
3786 To support evaluation of prior compliance with FAR 52.219-8, “Utilization of Small Business Concerns  
3787 and if applicable, FAR 52.219-9 Small Business Subcontracting Plan, offerors shall demonstrate the  
3788 extent to which applicable goals and other small business performance objectives were met for the  
3789 contracts that were identified under Sub Factor C-2 Past Performance that required submission of a  
3790 Subcontracting Plan, Small Business Participation Plan or other small business participation/utilization  
3791 document. Copies of eSRS reports for completed contracts may be submitted to validate subcontracting

3792 plan compliance and will not count against the page limitation. The Small Business Participation  
3793 Commitment Document will become part of the resultant contract.

3794

3795 **Subfactor E.2 – Small Business Subcontracting Plan (Other than Small Businesses Only)**

3796

3797 The subcontracting plan submitted is not submitted for evaluation and is not part of the evaluation factors  
3798 and will not be evaluated and rated during source selection. The subcontracting plan is required as a  
3799 matter of responsibility and will be used as a basis for being eligible to receive a contract award. Separate  
3800 from the Small Business Participation Commitment Document, all other than small business offerors  
3801 must submit a Small Business Subcontracting Plan in addition to the Small Business Participation  
3802 Commitment Document.

3803

3804 Prior to award, the Government will assess and negotiate the acceptability of the subcontracting plan for  
3805 meeting the requirements of FAR 52.219-9 “Small Business Subcontracting Plan” clause and its Alternate  
3806 II which outlines the information to be contained in the plan.

3807

3808 An offeror’s subcontracting plan shall be consistent with the commitments made in the Small Business  
3809 Participation Commitment Document.

3810

3811 OFFERORS ARE CAUTIONED THAT FAILURE TO SUBMIT A SMALL BUSINESS  
3812 SUBCONTRACTING PLAN AS OUTLINED ABOVE MAY CAUSE:

3813

- 3814 1. Adverse assessment of the proposal.
- 3815 2. No further evaluation of the proposal; or
- 3816 3. Rejection of the proposal.

3817

3818 All offerors proposing under this solicitation hereby assume the total responsibility of submitting the  
3819 above plan and the total risk that may result from failure to submit the plan as outlined above.

3820

3821 The following breakout reflects the minimum Subcontracting Goals and shall be used in the development  
3822 of the Offeror’s Small Business Subcontracting Plan.

3823

3824 Total Small Business – 44%

3825 - Small Disadvantaged Business – 5%

3826 - Women-Owned Small Business – 5%

3827 - HUBZone Small Business – 3%

3828 - Service-Disabled Veteran-Owned Small Business – 3%

3829

3830 **FACTOR G: SUPPLIER RISK QUESTIONNAIRE**

3831

3832 The offeror shall submit Attachment K Supplier Risk Questionnaire.

3833

3834 **AWARD**

3835

3836 Until a formal notice of award is issued, no communication by the Government either written or oral shall  
3837 be interpreted as a promise that an award will be made. The Contracting Officer is the only individual  
3838 who can legally commit or obligate the Government to the expenditure of public funds. No cost  
3839 chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific  
3840 written authorization from the Contracting Officer.

3841

**END OF SECTION L**

3842 **SECTION M - Evaluation Factors for Award**

3843 **Evaluation of Options**

3844 The Government will evaluate offers for award purposes based on the escalation percentage of the  
3845 outyears of labor rates along with the explanation of how the labor rates were derived.

3846 **Evaluation Factors/Basis for Award**

3847 The contract resulting from this solicitation will be awarded to the offeror whose offer, conforming to the  
3848 solicitation requirements, is determined to provide the “best value” to the Government. The “best value”  
3849 determination will be based on the merits of the offer and the offeror’s capability. The “best value” may  
3850 not necessarily be the proposal offering the lowest cost, nor receiving the highest technical rating. The  
3851 Government reserves the right to award to a lower cost offeror when the offers are considered essentially  
3852 equal in terms of technical capability. If the proposed cost is so high as to diminish the value of the  
3853 technical superiority to the Government, cost/price may become the determining factor for award. In  
3854 summary, cost/technical capability tradeoffs will be made.  
3855

3856 It should be noted that price does not have a finite numerical weight. Evaluation factors (other than price)  
3857 are significantly more important than price. However, price is an important factor and should be  
3858 considered when preparing proposals.  
3859

3860 When making the best value determination, only those Offerors who receive a rating of “High Confidence  
3861 or Some Confidence” for Factors A and B will be considered. The Government will assess its level of  
3862 confidence that the offering contractor will successfully perform all requirements in regard to Factors A  
3863 and B. The factors listed below provide the evaluation importance.  
3864

3865 Technical Approach is more important than any other factor.  
3866

3867 Past Performance and Experience are more important than Management Approach.  
3868

3869 Price will be increasingly more important as non-price technical evaluations become increasingly equal  
3870 for vendors proposals.  
3871

3872 The Small Business Subcontracting Plan and Small Business Participation shall be rated on a pass/fail  
3873 basis.  
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## 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.

**3925 Sub Factor A-2 Information Technology Security, and Access Controls**

3926

3927 Proposal shall be evaluated based on the offerors demonstrated knowledge and experience in delivering  
3928 cloud services or hosted systems which are compliant with all applicable laws, regulations, and standards  
3929 described in Factor B. The offeror should be specific in their proposal about processes, tools, and  
3930 advisable best practices in demonstration of these abilities. Proposals should include past examples of  
3931 how the offeror has delivered compliant service for federal customers. The proposal should also describe  
3932 the metrics the offeror uses to ensure that staff are highly trained and effective in delivering services  
3933 which are compliant with the various laws and standards named. The Government shall evaluate the  
3934 contractor proposal on Information Technology Security and Access Controls by using the following  
3935 factors:

3936

- 3937 • Proposals shall be evaluated on how well the offeror demonstrates an understanding of The  
3938 FedRAMP program and authorization boundaries, FISMA, and other related standards  
3939
- 3940 • Proposals shall be evaluated on the offeror's quality of experience in assisting government  
3941 agencies with labeling and controlling the flow of Controlled Unclassified Information (CUI)  
3942
- 3943 • Proposals shall be evaluated on the offeror's quality of experience managing a vulnerability  
3944 scanning a remediation system and process that includes traditional hosts, virtual machines,  
3945 containerized environments, external facing web servers/applications, and serverless code  
3946
- 3947 • Proposals shall be evaluated on the offeror's approach to overcoming the challenge of applying  
3948 traditional Continuous Diagnostics and Mitigation (CDM) tools to cloud systems Including  
3949 Patching, malware detection, Security Information and Event Management (SIEM), and Security  
3950 Incident Response contrasted against the offeror's approach to replacing traditional CDM tools  
3951 with cloud alternatives.  
3952
- 3953 • Proposals shall be evaluated on the offeror's ability to implement CISA TIC 3.0 in cloud  
3954 computing environments.  
3955
- 3956 • Proposals shall be evaluated on the offeror's ability to control the secure operation of scalable  
3957 containerized applications across disparate development teams and agency missions.  
3958
- 3959 • Proposals shall be evaluated on the offeror's ability to manage personnel security such as  
3960 obtaining appropriate background clearance for employees.  
3961
- 3962 • Proposals shall be evaluated on the offeror's ability to provide privacy controls for federal  
3963 systems of privacy records.  
3964

**3965 Sub Factor A-3 Application, Data Hosting, and Portability**

3966

- 3967 • Proposals shall be evaluated on how the overall approach addresses the long-term  
3968 Department/USGS cloud strategy goals and objectives for application, data hosting and  
3969 portability.  
3970
- 3971 • Proposals shall be evaluated on clearly demonstrated knowledge and understanding of industry  
3972 best practices for application, data hosting and portability, but documentation of best practices  
3973 alone will not be sufficient.  
3974

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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.
- 3980
- 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.
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3987 **Sub Factor A-4**

3988

3989 Proposals shall be evaluated on the following representative tasks. Throughout the Technical Proposal  
3990 volume, the Offeror's proposal shall be evaluated for its demonstrated understanding of the requirements.  
3991

3992 **Sub Factor A-4.1 Day One Task Order #1: *CHS II Transition***

3993

3994 The response to this Task Order is expected to be AWARDED AT CONTRACT AWARD. The Offeror  
3995 shall provide task order responses that demonstrate appropriate level of skills associated with the work,  
3996 appropriate level of risk, an understanding of the work to be performed, the use of innovative approaches,  
3997 demonstrated project management maturity, and effective communication with the Government.  
3998

3999 **Sub Factor A-4.2 Sample Task Order #2: *National Water Information System***

4000

4001 The response to this Task Order is expected to be a sample task order. The Offer shall provide task order  
4002 responses that demonstrate appropriate level of skills associated with the work, appropriate level of risk,  
4003 an understanding of the work to be performed, the use of innovative approaches, demonstrated project  
4004 management maturity, and effective communication with the Government.  
4005

4006 **Sub Factor A-4.3 Sample Task Order #3: *Data Lake***

4007

4008 The response to this Task Order is expected to be a sample task order. The Offer shall provide task order  
4009 responses that demonstrate appropriate level of skills associated with the work, appropriate level of risk,  
4010 an understanding of the work to be performed, the use of innovative approaches, demonstrated project  
4011 management maturity, and effective communication with the Government.  
4012

4013 **Sub Factor A.5 Section 508 Standards**

4014

4015 Prior to acceptance, the government reserves the right to perform testing on required ICT items to validate  
4016 the offeror's Section 508 conformance claims. If the government determines that Section 508  
4017 conformance claims provided by the offeror represent a higher level of conformance than what is actually  
4018 provided to the agency, the government shall, at its option, require the offeror to remediate the item to  
4019 align with the offeror's original Section 508 conformance claims prior to acceptance.

4020

4021 **FACTOR B: MANAGEMENT APPROACH**

4022

4023 **Sub Factor B-1 PROJECT MANAGEMENT**

4024

4025 The Offeror shall be evaluated on the proposed organization and the management processes that will be  
4026 used for performance of the contract. Summarize the Project Management Plan. At a minimum, the  
4027 Offeror shall include the following management methods:

4028

4029 

- **ORGANIZATION**

4030

- **Corporate Organization:** Include a corporate organizational chart that will indicate the location of the ABC program in its corporate structure and if subcontractors are proposed, the location of the subcontractors and their interfaces with the Offeror's organizational structure and the nature and extent of the work to be performed by the Contractor or subcontractor.

4032

- Include the current status of key subcontracts (e.g., maturity of negotiations, status of subcontract documentation, accomplishments of pre-award subcontracted activities, etc.).

4033

- **ABC Contract Organization & Staff:** Include the proposed ABC contract organization and staffing plan across all tasks. Provide information which demonstrates the Offeror's ability to plan for the proper staffing profile based on the technical approach proposed phasing required by the ABC contract including an overall ABC Organization, showing technical and management leads across all task orders and scope of work.

4034

- **Skills Matrix:** Include a technical skills position matrix that shows the various skill groups, skill levels, and the training/certification and experience associated with each skill level. The matrix table shall be provided in the proposal, whereas a maximum of 5 pages of detailed position descriptions may be included in an attachment and not applied to the page limitation.

4035

- **Subcontract Management:** Describe approach to subcontract management and its influence on the workforce and technical work required by the ABC contract. The Offeror shall describe how the prime contractor and subcontractors will work effectively as an integrated unit. Describe any methods (e.g., use of contract fees) that program management will use to motivate positive performance by subcontractors. Describe the level of insight by the Government to the technical and cost performance of subcontractors.

4036

4037 

- **MANAGEMENT PROCESSES**

4038

4039 The Offeror shall be evaluated on the description of the management processes and tools used within  
4040 financial, workforce, schedule, and other processes. The Offeror shall include:

4041

- **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:

4042

- The process for effectively and efficiently managing the assignment of technical skilled staff to tasks and make skill mix assignments and adjustments for new or changing work requirements.

4043

- The processes employed to capture and retain qualified staff to maintain a proper skill mix.

4044

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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.

#### 4085 **Sub Factor B-2 Key Personnel**

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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 personnel:
    - 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 personnel hold.
  - The Offeror shall be evaluated on the resume for the individuals proposed to fill the key personnel at a minimum. Attach a signed statement of availability for the project. Attach a signed statement of availability for the project, which is included in the 20-page limit. 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.
  -

#### 4110 **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?

- 4121 ○ Who will conduct the monitoring?
- 4122 ○ How monitoring efforts and results will be documented and reported to the government?
- 4123 ● The Offeror should not detail how the Offeror accomplishes the work. Rather, the Offeror will be
- 4124 evaluated on a QASP that is created with the premise that the contractor is responsible for
- 4125 management and quality control actions to meet the terms of the contract. It is the Government's
- 4126 responsibility to be objective, fair, and consistent in evaluating performance.
- 4127 ● The Offeror shall be aware that a QASP should recognize that unforeseen and uncontrollable
- 4128 situations may occur. How the Offeror adjusts to these situations (risks) will be evaluated.
- 4129 The Offeror shall be aware that the QASP is a "living document" and the Offeror may review and revise
- 4130 it on a regular basis. However, the Offeror shall be evaluated the process they propose and how they
- 4131 coordinate changes with the government (CO/COR). Updates will ensure that the QASP remains a valid,
- 4132 useful, and enforceable document. Copies of the original QASP and revisions will be retained in the
- 4133 contract file.

4134

## 4135 **FACTOR C: PAST PERFORMANCE AND CLOUD EXPERIENCE**

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### 4137 **Sub Factor C-1 Cloud Experience**

4138

#### 4139 **Information Technology Experience**

4140 The Offeror shall be evaluated on their submission of a minimum of three (3) and a maximum of five (5)

4141 relevant projects that best demonstrate their IT experience on relevant projects that are similar in size,

4142 scope, complexity, and difficulty to the RFP for IaaS and/or PaaS. Additionally, the Offeror is encouraged

4143 to demonstrate how they stay current with new developments in cloud and emerging technologies.

4144

#### 4145 **Corporate Experience**

4146

4147 The Offeror shall be evaluated on corporate experience on an adjectival rating system. The evaluation will

4148 be an assessment of the offeror's experience with work of similar nature, size, scope, complexity, and

4149 difficulty to that which must be performed under the prospective contract contemplated by this

4150 solicitation. The objective of the evaluation is to:

4151

- 4152 ● The Offeror shall be evaluated on the degree to which the offeror has previously encountered the type of
- 4153 work and complexity (scope) uncertainties, challenges, and risks that it is likely to encounter under the
- 4154 prospective contract; and
- 4155 ● The Offeror shall be evaluated on the Offeror's relative capability and the government's relative risk
- 4156 associated with contracting with the Offeror.

4157

4158 The Offeror shall be evaluated on the information provided by the Offeror and submitted with its

4159 proposal. The Government will evaluate the work performed for each referenced contract for similarity

4160 and relevance to the work required under the contemplated contract. The more similar and relevant the

4161 work performed for the reference is to the contemplated work, the more valuable the experience to the

4162 Government. The Government reserves the right to consider information other than that included on the

4163 offeror proposal. Offerors (prime and significant subcontractors) shall provide only for corporate

4164 experience that is relevant and current as defined above. The Offeror will be credited with only those

4165 contract references that the Government determines to be relevant and current.

4166

4167 The Offeror shall be evaluated on their demonstrated experience and depth of experience in performing

4168 relevant projects as defined in the solicitation submittal requirements. The assessment of the Offeror's

4169 relevant experience will be used as a means of evaluating the capability of the Offeror to successfully

4170 meet the requirements of the RFP. The Government will only review five projects. Any projects

4171 submitted in excess of the five (5) for Experience will not be considered.

4172  
4173 Offerors who submit relevant projects that demonstrate experience self-performing relevant features of  
4174 work may receive a higher rating than those who do not demonstrate self-performance.  
4175

4176 Relevancy is defined as experience similar to the tasks defined in the SOO.  
4177

#### 4178 **Sub Factor C-2 Past Performance** 4179

4180 If a completed Contractor Performance Appraisal Report (CPAR) evaluation is available, it shall be  
4181 submitted with the Proposal for each project included in Factor 3 for experience. If there is not a  
4182 completed CPAR evaluation, then submit Past Performance Questionnaires (Attachment B) for each  
4183 project included in Factor H for Experience. The Offeror shall provide completed Past Performance  
4184 Questionnaires (PPQ) in the Proposal. Offerors shall not incorporate by reference into their Proposal  
4185 PPQs previously submitted for other RFPs. However, this does not preclude the Government from  
4186 utilizing previously submitted PPQ information in the past performance evaluation. If the Offeror is  
4187 unable to obtain a completed PPQ from a client for a project(s) before Proposal closing date, the Offeror  
4188 shall complete and submit with the Proposal the first page of the PPQ, which will provide contract and  
4189 client information for the respective project(s). The Government may make reasonable attempts to contact  
4190 the client noted for that project(s) to obtain the PPQ information. However, Offerors should follow-up  
4191 with clients/references to help ensure timely submittal of questionnaires. If the client requests,  
4192 questionnaires may be submitted directly to the Government's point of contact, Vickie Floyd,  
4193 [gs\\_chs@usgs.gov](mailto:gs_chs@usgs.gov).  
4194

4195 Offerors shall provide any information on problems encountered and the corrective actions taken on  
4196 projects submitted under Factor H – Experience. Offerors may also address any adverse past performance  
4197 issues. Explanations shall not exceed two (2) double-sided pages (or four (4) single-sided pages) in total.  
4198

4199 The Government reserves the right to contact references for verification or additional information. The  
4200 Government's inability to contact any of the Offeror's references or the references unwillingness to  
4201 provide the information requested may affect the Government's evaluation of this factor.  
4202

4203 Performance award or additional information submitted will not be considered.

4204 If the Offeror has no record of past performance, they shall submit a signed and dated statement to that  
4205 effect. If no past performance information is available, the Offeror shall be evaluated as neutral.  
4206

4207 In addition to the information requested above, Offerors (prime and subcontractors) shall provide past  
4208 performance information for three contracts for which the Offeror was the prime Contractor or  
4209 subcontractor that have been delivered in the past three years from the proposal submission due date and  
4210 that completed a minimum of twelve (12) months or is/will be the prime contractor or subcontractor that  
4211 are currently in the development or implementation phase, including each contract reference cited in  
4212 Factor C-1. Offerors shall include no more than three references of past performance information from  
4213 each contractor (prime and subcontractors). For each reference, include contract name, number, buyer,  
4214 mission, award date, CO, COR, and describe the applicability to this contract. An Offeror's past  
4215 performance record indicates the relevant quantitative and qualitative aspects of performing services or  
4216 delivering products similar in size, content, and complexity to the requirements of this acquisition.  
4217 Offerors and any proposed significant subcontractor(s) (defined as a subcontractor that will be performing  
4218 10 percent of the estimated proposed contract value or \$1,000,000, whichever is less) shall furnish the  
4219 information requested for their most recent contracts (completed and ongoing) for similar efforts in which  
4220 that company has participated within the last three years. The information requested is anticipated to be  
4221 sufficient for purposes of the evaluation of past performance. However, Offerors may submit additional

4222 information at their discretion if they consider such information necessary to establish a record of relevant  
4223 past performance.

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## VOLUME II: BUSINESS MANAGEMENT PROPOSAL

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### FACTOR D: COST/PRICE PROPOSAL

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The Offeror's proposal shall consist of the following:

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(D-1) Cover Letter & Introductory Narrative. 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.

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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.

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(D-2) Signed and completed solicitation package including all amendments (SF 33 and SF30) (if any).

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(D-3) Completed Section B (if applicable).

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(D-4) All representations and certifications executed as required by Section K including Section 889 Representation.

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(D-5) Prime – Supporting Price Proposal, including Pricing Model (see template provided in Attachment L).

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(D-6) Subcontractor – Supporting Price Proposal, including Pricing Model (if applicable). (See template provided in Attachment L.) 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)

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(D-7) Price proposal for Sample Day One Task Order #1: CHS II Transition. This is a labor hour task order. Proposal shall include a complete price break-down and narrative, as detailed in paragraph #D-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.

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(D-8) Price proposal for Sample Task Order #2: National Water Information System (NWIS). This is a labor hour sample task order. Proposal shall include a complete price break-down and narrative, as detailed in paragraph D-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

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4272 prime in a sealed envelope marked “for Government use only”. The prime contractor shall submit the  
4273 sealed subcontractor(s) proposal with the prime’s submission.  
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4275 (D-9) Price proposal for Sample Task Order #3: Data Lake. This is a firm-fixed price sample task order.  
4276 Proposal shall include a complete cost break-down and narrative, as detailed in paragraph #D-5 above,  
4277 and provide hours by Task Order WBS, by contractor, by labor category, by month. If a subcontractor  
4278 does not wish to divulge proprietary cost information to the prime contractor, the subcontractor may  
4279 submit their Task Order #3 proposal to the prime in a sealed envelope marked “for Government use  
4280 only”. The prime contractor shall submit the sealed subcontractor(s) proposal with the prime’s  
4281 submission.  
4282

4283 (D-10) Personnel Availability Chart (chart reflecting availability of personnel dedicated to the contract  
4284 and percentage of work to be accomplished by prime and subcontractors by labor category). Provide  
4285 reference for definition of labor categories.  
4286

## 4287 **FACTOR E: SMALL BUSINESS PARTICIPATION AND SUBCONTRACTING PLAN**

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### 4289 **Sub Factor E-1 Small Business Participation Commitment Document**

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4291 All Offerors (both other than small businesses and small businesses) will be evaluated on the extent of  
4292 proposed participation/commitment to use of U.S. small businesses in the performance of this acquisition  
4293 (as small business prime offerors or small business subcontractors) relative to the objectives and  
4294 requirements established herein. The Government will evaluate the following to determine if the offeror  
4295 met or exceeded the requirements:  
4296

- 4297 1. The extent to which firms as defined in FAR Part 19, are specifically identified in proposals.
  - 4298 2. The extent to which offerors demonstrate substantive commitment to small business firms, such as,  
4299 letters of commitment, Joint Ventures, mentor/protégé agreements, or other demonstrations of  
4300 commitment (i.e., binding commitments will become enforceable/contractual requirements).
  - 4301 3. Identification of the type and variety of the work small firms are to perform (i.e., binding commitments  
4302 will become enforceable/contractual requirements).
  - 4303 4. The extent of participation of small business prime offerors and small business subcontractors in terms  
4304 of the value of the total acquisition (total contract value) (i.e., binding commitments will become  
4305 enforceable/contractual requirements).
  - 4306 5. The extent to which the offeror provides detailed explanations/documentation supporting the proposed  
4307 quantitative participation.
  - 4308 6. Extent to which the offeror complied with requirements of FAR 52.219-8, Utilization of Small  
4309 Business Concerns (i.e., binding commitments will become enforceable/contractual requirements).
  - 4310 7. Extent to which the offeror complied with requirements of FAR 52.219-9 Small Business  
4311 Subcontracting Plan (when applicable) (i.e., binding commitments will become enforceable/contractual  
4312 requirements).
- 4313

4314 The Government will evaluate the proposal to determine which Offeror proposes the best value in terms  
4315 of Small Business Participation. The work to be performed directly by a small business prime offeror will  
4316 also be evaluated as Small Business Participation. The Small Business Participation Commitment  
4317 Document will become part of the resultant contract.  
4318

4319 The offeror is cautioned that the Government may use data provided in the offeror's proposal in addition  
4320 to data obtained from sources such as the Electronic Subcontract Reporting System (eSRS) or any other  
4321 known sources not provided by the offeror, such as CPARS reports.  
4322

4323 **Sub Factor E-2 Small Business Subcontracting Plan**

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4325 Offerors will be evaluated on the extent of their participation with other small and small disadvantaged  
4326 business concerns in performance of this effort. Offerors shall provide information concerning  
4327 subcontracting, teaming, or joint venture arrangements. Small businesses include veteran-owned small  
4328 business, service-disabled veteran-owned small business, HUBZone small business, small-disadvantaged  
4329 business (including ANCs and Indian tribes) and women owned small business concerns as  
4330 subcontractors. The assigned USGS subcontracting goal for Fiscal Year 2021 is 44%. Plans shall reflect a  
4331 small business subcontracting requirement of at least 20% of the total contract value.

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4333 **FACTOR F: SUPPLIER RISK QUESTIONNAIRE**

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4335 Offerors will be evaluated based on the questionnaire responses (Attachment K). The questionnaire will  
4336 be evaluated on an acceptable/unacceptable basis and must be determined acceptable to be eligible for  
4337 award.

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**END OF SECTION M**