



USDA

Forest Service

USDA FOREST SERVICE

Natural Resource Manager (NRM)



Performance Work Statement (PWS)

For

**Human Centered Design/User Experience and Information Resources Consultation
Support Services**

BPA # AG-3187-B-15-0003

Call # TBD

May 31, 2018

Washington Office | Acquisition Management (AQM) |

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Enterprise ePermits/Open Forest and Natural Resource Manager's Office Human Centered Design/User Experience and Information Resources Consultation Support Services

1.0 INTRODUCTION:

The contractor shall provide all necessary qualified personnel, equipment, tools, materials, supervision, and non-personal services necessary in the form of technical support to the Resource Information Manager and Human Centered Design (HCD)/User Experience (UX) and Information Resources Consultation Staff to perform a broad range of Enterprise Information Technology, Architecture, and Customer Support Services. These services will be required to support the United States Department of Agriculture (USDA) Forest Service (FS), Natural Resource Manager (NRM), and Enterprise ePermits/Open Forest and Natural Resource Manager's Office FS IT organization, in developing and maintaining a high quality, heterogeneous computing environment that provides support services in compliance with the overarching Blanket Purchase Agreement (BPA) # AG-3187-B-15-0003 and appropriate federal standards and regulations.

Enterprise ePermits/Open Forest and NRM business applications are essential for the Forest Service's to accomplish its mission and successfully achieve the objectives defined in the Agency's Strategic Plan. Enterprise ePermits/Open Forest and NRM enables the Forest Service to comply with mandated requirements; is a feed database to the Performance Accounting System (PAS); is used to generate quarterly reports to Congress; and provides the agency with the means to attain a clean audit. Enterprise ePermits/Open Forest and NRM is a National Forest Service (NFS) organization responsible for coordinating software modernization activities for four application groups whose systems and data are accessible through the NRM General Support System (GSS). Enterprise ePermits/Open Forest and NRM improves coordination and efficiency through integration of personnel, budget and technical resources. Enterprise ePermits/Open Forest and NRM finds ways to manage and grow the portfolios of applications efficiently, as well as standardizing the processes utilized to develop an integrated a vast program of work.

2.0 BACKGROUND:

2.1 The Nation's forests are a fundamental part of our landscape, American identity, and the legacy we keep in trust for future generations. Our forests provide clean air and water, recreational opportunities, jobs, and a host of forest products. The Forest Service, encompassing roughly 34,000 employees, in approximately 750 locations in all 50 states and Puerto Rico and the Virgin Islands. The FS plays an important role in protecting and restoring America's forests and grasslands and making them more resilient to threats and disturbances. The USDA FS is a Federal agency that is multi-faceted managing and protecting public lands in national forests and grasslands (approximately 193 million acres of land that includes 154 National Forests, 20 grasslands) under a founding principle, "To provide the greatest amount of good for the greatest amount of people in the long run". The agency's mission is to "sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations". The Forest Service is also the largest natural resource/forestry research organization in the world, and provides technical and financial assistance to state and private

forestry agencies. Much of the work of the agency is coordinated with program managers across NFS. Performing this mission requires effective collection, organization, analysis, and delivery of many different types of information. Additional information about the FS is available at <http://www.fs.fed.us> and at https://www.fs.fed.us/documents/USFS_An_Overview_0106MJS.pdf

2.2 Enterprise ePermits/Open Forest and NRM Staff are responsible for the development and maintenance of the IT Systems Security Plan and resources provided under this contract will assist in that effort. The NRM Corporate Data Warehouse (CDW) provides a central, nationwide data repository that will be maintained and transitioned to a common Forest Service Enterprise Data Warehouse (EDW) during the life of this contract (transition schedule to be determined, but led by FS employees). With all data maintained in Agency managed datacenters (CDW and EDW), data is much more accessible. Field users can easily compare their data to neighboring Districts/Forests/Regions and Agency decision makers can more efficiently view trends and plan accordingly.

2.3 Additional information for your reference regarding the Enterprise ePermits/Open Forest and NRM applications is contained at the following website: <https://www.fs.fed.us/nrm/> <https://github.com/18F/fs-online-permitting/wiki>

3.0 APPLICABLE DOCUMENTS:

In addition to requirements contained in the PWS and overarching BPA the following documents are applicable and are provided as separate attachments to the overarching contract.

Document Title
See link to Wiki
Employee Contractor Relations Guide
Quarterly Self- Assessment Report (QSR)

The work performed shall be in conformance with the following Government regulations and policies as amended:

Document Title
Federal Acquisition Regulation (FAR)
Agriculture Acquisition Regulations(AGAR)
USDA Regulations and Procurement Advisories
Forest Service Acquisition Regulation (FSAR)
FSAR Procedures, Guidance, and Instructions (PGI)
Current contract writing and reporting software systems

4.0 SCOPE:

The scope of this requirement is to procure non-personal services, qualified Contractor support with the expertise necessary and ready to support this Performance Work Statement in its entirety on date of award. The contractor shall be able to work in a multi-vendor environment and assist the USDA Forest Service Enterprise ePermits/Open Forest and NRM staff and other offices that include, but are not limited to the FS deputy area Resource Information Managers (RIMs). The following is a list of, not exclusive Enterprise ePermits/Open Forest and NRM services -task areas/objectives that the contractor shall be capable of providing:

- Human Centered Design/User Experience and Information Resources Consultation

The contractor shall ensure and provide highly skilled personnel with demonstrated knowledge, experience and abilities required to perform the tasks in the PWS and ensures skills are kept current and that appropriate and timely training is provided.

5.0. SPECIFIC TASKS AREAS:

The following tasks are required to be provided immediately upon Award.

Task Area 1- Human Centered Design/User Experience and Information Resources Consultation

Outcome: This task provides senior level strategic consultation and advanced technical support on Human Centered Design/User Experience and Information Resources Consultation on ePermits/Open Forest and NRM Applications with a specific focus on the needs of the Heritage Application.

Provide Human Centered Design/User Experience and Information Resources Consultation: Support the advancing implementation of HCD/UX principles ePermits/Open Forest and NRM Applications.

The FS deputy area RIMs are responsible for the stewardship and governance of a diverse and extensive portfolio of IT, administrative, and business information resources. The purpose of this work is to continue the maturation and implementation of its Information Resource Strategic Framework focusing on business-driven strategies to manage the existing portfolios and implement practices that enable total lifecycle management of existing and new portfolio investments. Knowledge, experience, and professional certifications in the areas of Human Centered Design/User Experience, business analysis, and project management are highly desirable and will determine the focus of the Contractor's assignment.

The Contractor shall, in cooperation with the Enterprise ePermits/Open Forest and NRM:

This task is for a level of effort that shall result in the following contractor accomplishments:

- Provide senior level consultation on the theory and practice of Human Centered Design/User Experience and Information Resources Consultation for ePermits/Open Forest and NRM Applications.
- Develop research and discovery recommendations based on industry, government, and professional institution best practices on HCD and UX best practices.
- Focus area will include but not be limited to the Heritage business area and associated application and permitting business areas with a focus on the implementation and scale-up of ePermits/Open Forest system.
- Heritage business area deliverables will follow possible outputs stated below in relation to information conveyance needs associated USFS heritage programs and the information needs of State Historic Preservation Offices that work with USFS.
- Goals, inputs and outputs of Human Centered design will resemble but are not limited to those in the following table.

Goals, inputs and outputs of human-centered design

Goals	Important inputs	Possible outputs
Find challenges or opportunities for better meeting your mission	<ul style="list-style-type: none"> • A clear audience, or group people you're trying to better serve • A broad, but understandable, mission or objective 	<ul style="list-style-type: none"> • Problem statement(s) • Journey maps of the existing process
Find concrete reasons for a particular challenge	<ul style="list-style-type: none"> • A single, important problem • Background, existing research 	<ul style="list-style-type: none"> • A set of research findings • Service blueprints for existing processes • Personas or archetypes
Generate solutions for potential problems	<ul style="list-style-type: none"> • A problem statement that's measurable, narrow and audience-targeted 	<ul style="list-style-type: none"> • Sketches • Prototypes • Wireframes
Test whether solutions actually work	<ul style="list-style-type: none"> • Working websites or software, or • Prototypes, or • Wireframes 	<ul style="list-style-type: none"> • A set of suggested changes or additional user stories

Task Area 2– Contract Transition

Outcome: A seamless transition to new contract support service with no interruption of service to and its customers. A phase-out plan in accordance with Federal Acquisition Regulation (FAR) 52.237-3, "Continuation of Services."

It is essential to the Government that services required under the PWS are performed without interruption. At the conclusion of any performance period, including option periods, if applicable or extensions, the services provided under the PWS may be awarded to another contractor. The contractor in place shall be required to assist in the transition activities.

Within 3 business days of its kickoff meeting with the Government, the Contractor shall finalize the draft Transition Plan provided in its initial proposal that provides sufficient details as to how it will perform and manage the transition required to successfully migrate support from the incumbent Contractor to its proposed solution, including, but not limited to:

- Approach for managing the transition from the current Contractor.
- How the Contractor will work with the current Contractor to facilitate the transition of each of the required services from the current Contractor.
- A list of all Government dependencies and assumptions for Government services to be used during the transition.
- Transition risks and risk mitigation recommendations.
- Schedule risks, if anticipated, and their likely impacts on affected personnel, and transition issues.
- Transition schedule that includes, at a minimum: specific tasks to be performed and the resources assigned to them; task dependencies and relationships; proposed task duration; and major milestones, including the deliverable milestones.
- A phase-out plan in accordance with Federal Acquisition Regulation (FAR) 52.237-3, "Continuation of Services."
- The Contractor shall coordinate with incumbent Contractor.

- The Contractor shall complete the initial transition within 1 Month from the initial transition start date (which covers all activities regardless of the date of the existing contract).
- The Contractor shall deliver a Transition Summary Report, including an inventory of all Government assets received from the incumbent Contractors and “lessons learned,” 10 working days after the end of the Transition Period.
- Transition Out: The Contractor shall provide comprehensive assistance and documentation requested by the Government and/or Contractors to facilitate an orderly exit, and possible transition to a new Contractor, upon notice of termination. During the phase out period, the Contractor shall allow the incumbent contractor personnel to observe all performance duties, and provide access to all documents and materials produced/maintained as part of this requirement. This assistance and documentation includes, but is not limited to, the following:
 - Return all Government assets, including equipment, software, and documentation.
 - Hand in property held by individuals, such as linc pass cards and tokens.
 - Submit a final invoice and annotate “final” on every page of invoice
 - Support Government audit.

6.0 STANDARDS:

The following standards shall apply.

Services Required	Standard	AQL	Monitoring Method
The Contractor shall manage task schedule, budget accurately and effectively.	All ePermits/Open Forest and NRM tasks are completed accurately, on-time and within budget.	No more than two (2) of the deliverables may be completed and submitted beyond the due date. No tasks may be completed more than 5 business days past the due date.	COR/designee periodic inspection; review of Weekly Status Reports; review of deliverables.
The Contractor shall ensure effective communications and cooperation. Contractor must have excellent communication skills and enjoy assessing and implementing client needs as well as be able to communicate effectively both verbally	<p>Communication is effective and provides required information about technical, business and operational issues and pre-planned leave.</p> <p>Contractor works cooperatively with Government and other Contractors by proactively identifying and resolving</p>	No deviation.	COR/designee observations and interactions.

and in writing in the spoken dialogue.	issues, prompting attention to faults and failures, and prompting effective dialogue through appropriate lines of communication.		
<p>The Contractor shall support the sustainment and revision of documentation to include technical documentation and training materials.</p> <p>Produce clearly written, well-structured documents with proper sentence construction, punctuation, and grammar.</p>	Verbal and written requests are responded to within 4 business days and the final solution is delivered to the client as agreed upon. Work is thorough, accurate and free of errors.	No deviation without prior COR/designee approval.	COR/designee review of deliverables.
The Contractor shall review documentation, address any issues that arise, and develop recommendations for improvements.	Analysis and documentation are thorough, accurate and free of errors. Recommendations are practical, economical and leverage industry and government best practices.	No deviation.	COR/designee review/inspection.
The contractor shall identify and implement best practices, new technologies and streamlined approaches that afford the agency and other customers' best value, best priced in Human Centered Design/UX, the ability to improve their business processes (e.g. consultation, and practices for migration to enterprise resource planning.	Proposed by Contractor	Proposed by Contractor	COR/designee reviews/inspections.

The contractor shall continuously seek ways to increase customer satisfaction through delivery of best value and superior services.	Review of CPARS reports and QSR feedback to ensure customer(s) are receiving at least satisfactory performance.	Resolution of any disputes/questions received from the customers 75% of the time.	COR/designee CPARS review
<p>Incentives: 1. After five months of contract performance, if the Contractor meets or exceeds all standards for three (3) consecutive months (including contract months 4-5), then the Contractor shall submit a measurement report(s) every other month rather than on a monthly basis.</p> <p>Disincentives: 1. If contractor does not meet the required standard, more frequent reporting is required, as directed by the COR. 2. Rework required for unsatisfactory performance or deliverables shall be done at no expense to the government.</p>			

7.0 DELIVERABLES:

7.1 Delivery Address

The Contractor shall submit all deliverables (hard copy and electronic) to the COR/designee and Contracting Officer.

7.2 Method of Delivery

Electronic copies shall be delivered using Microsoft Office suite of tools (for example, MS WORD, MS EXCEL, MS POWERPOINT, MS PROJECT, or MS ACCESS format, PDF), unless otherwise specified by the COR/designee. Electronic submission shall be made via email, unless otherwise agreed to by the COR/designee or as sated in the below table.

7.3 Government Acceptance Period

7.3.1 The COR/designee will have fifteen (15) workdays to review draft deliverables and make comments. The Contractor will have five (5) workdays to make corrections. Upon receipt of the final deliverables, the COR/designee will have five (5) workdays for final review prior to acceptance or providing documented reasons for non-acceptance. Should the Government fail to complete the review within the review period the deliverable will become acceptable by default.

7.3.2 The COR/designee will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR/designee of the specific reasons for rejection. The Contractor shall have five (5) workdays to correct the rejected deliverable and return it per delivery instructions.

7.3.3 The following table contains the basic deliverables in the PWS that are required and apply. The following table is not all-inclusive, as deliverables will result from day-to-day work under the objective areas. The Government does not waive its right to request deliverables under the contract, even if such requirements are not specifically listed in this table. The contractor must deliver products specified by the designate project manager for

each task. Different tasks under this contract will have different delivery requirements. Any questions associated with the quality, format, or other characteristics of deliverables must be clearly identified prior to the contractor proceeding with work.

7.3.4 The Contractor shall provide, electronically via email a status reports, due by COB every other Monday, which must cover activities of the previous month and plan for the current month. These reports must be delivered to the Government Program Manager (PM) and Contracting Officer Representative (COR) specified at award. These reports must include, at a minimum, the following:

- Overview of work completed, in progress, and planned for each task;
- Hours expended on tasks, labor categories, and personnel used for each task;
- Status of individual deliverables, planned activities,
- Identification of problem areas with recommended remedial actions;
- Status of all outstanding issues identified during previous months status reports;
- Summary of resource expenditures;
- Projected leave
- Any other information pertinent to the Government in administering the performance of this contract effort.

Deliverable	Due Date	Deliver To
Provide senior level consultation and advanced technical support in implementing in Human Centered Design, User Experience and Information Resources	On-going	COR/PM/APM
Support FS communications and reporting activities that respond to requirements established by OMB	On-going	COR/PM/APM
Provide advanced training support to FS deputy area Resource Information Managers best practices in Human Centered Design, User Experience and Information Resources. Support the design and delivery of training resources delivered to IM leadership.	On-going	COR/PM/APM
Weekly Status – Progress Report/Contractor Performance Report. Produce clearly written, well-structured documents with proper sentence construction, punctuation, and grammar.	COB every Monday except when the office is closed due a federal holiday or other reason; then the report is due by COB the next working day.	COR/PM/APM/ Designee
Monthly Performance Monitoring Report.	As necessary.	COR/PM/APM
Project Work Plan.	As necessary.	COR/APM

Draft Transition Plan.	Within 3 business days of its kickoff meeting to the Government.	CO/COR
Trip Report/Notification.	Submitted <u>prior</u> to travel.	COR
Transition Summary Phase-Out Plan.	90 days prior to call expiration.	COR
Quarterly Self-Assessment Report (QSR)	Quarterly	COR

Deliverables for this PWS shall include processes, procedures, reports, tools, and services as described above

8.0 INSPECTION AND ACCEPTANCE:

The Government has the right to perform periodic surveillance of the Contractor to ensure that the Contractor's work products and Quality Control (QC) processes are in compliance with the contract requirements. The Government and the Contractor will coordinate Government surveillance in a manner that will not unduly delay or disrupt the Contractor's performance of the contract.

Certification by the Government of satisfactory services provided is contingent upon the Contractor performing in accordance with the terms and conditions of the referenced contract, and all amendments. The following Inspection and Acceptance Criteria are to be used to determine acceptance of all deliverables under this effort:

1. All deliverables must contain technically correct information based on Financial Management requirements.
2. All deliverables must adhere to all applicable USDA standards.
3. All deliverables must be grammatically correct and properly formatted based on the SDLC formatting and documentation requirements.
4. All deliverables must have value added by demonstrating insight into the particular issues by system users. The Contractor will provide technical and functional activities at the contract level needed for productivity and management methods such as quality assurance and configuration and other related functions.
5. The Contractor shall document and apply quality control procedures used throughout the performance of this contract for itself and any Subcontractors. The Contractor shall document and conform to quality standards and best practices and identify and remedy quality issues in a timely manner.

9.0 PERIOD AND PLACE OF PERFORMANCE:

9.1 Estimated Period of Performance:

This contract will have the estimated period of performance.

Base Period 1 year July 1st, 2018 – June 30th, 2019

9.2 Place of Performance:

Place of performance can be performed at contractors location or virtually.

9.3 Hours of Operation:

The standard hours of operations are as follows:

Available during regular business working hours,
i.e. 7am to 7pm Eastern Time weekdays, Saturday 8am to 8pm ET and Sunday 12 noon to 12 midnight.

9.3.1 Recognized Holidays:

New Year's Day	January 1st
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4*
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25*

*If the date falls on a Saturday, the Government holiday is the preceding Friday. If the date falls on a Sunday, the Government holiday is the following Monday.

10.0 TRAVEL:

Travel may be required under this contract. The Contractor shall include all travel costs in their firm fixed pricing/proposal. In person meetings shall be coordinated in advance with the COR. The Contractor is responsible for ensuring that travel time is kept to a minimum and verifying expenses incurred are for official Government travel only. Local travel for day-to-day activities in support of contract performance shall not be reimbursed. The Government will not reimburse the Contractor for any relocation expenses for contractor employees. Typical travel could include attendance at symposia, conferences, coordination meetings, and ePermits/Open Forest NRM site visits. The Estimated Travel trips for the base period is 6 trips). Travel associated with this contract will be in accordance with the Federal Travel Regulation currently effective on date of travel.

11.0 TRAINING:

Please see overarching PWS

12.0 CONTRACTORS STAFF AND LABOR CATEGORIES:

Please see overarching PWS

13.0 GOVERNMENT FURNISHED PROPERTY (GFP):

Please see overarching PWS

14.0 SECURITY REQUIREMENTS:

By accepting this contract, the Contractor and other external organizations (hereafter called Contractor) providing Information Technology (IT) services to the US Forest Service (FS) agrees

to comply with the applicable IT security policy as outlined in this document. The Contractor and other external organizations will be responsible for IT security for all systems connected to the FS network or operated by the Contractor and other external organizations for the FS, regardless of location. This clause is applicable to all or any part of the contract that includes IT resources or services in which the Contractor and other external organizations must have physical or electronic access to FS sensitive information that directly support the mission of the FS. The term “information technology,” as used in this clause, means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This includes both major applications and general support systems as defined by OMB Circular A-130.

The Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of work under this task. The Contractor shall also protect all unclassified Government data, equipment, etc., by treating information as sensitive business, confidential information, controlling and limiting access to the information, and ensuring the data and equipment are secured within their facility.

The Contractor or other external organization will not publish or disclose in any manner, without the FS Contracting Officer’s written consent, the details of any programs, documentation, data, or safeguards either designed or developed by the Contractor or other external organization under this Contract or otherwise provided by the Government. The Contractor may be required to sign non-disclosure or other appropriate security agreements. A written agreement between the FS and any contractors and other external organizations will be entered into before FS data and information otherwise exempt from public disclosure may be disclosed to the contractors and other external organizations. The Contractor and other external organizations will agree to establish and follow security precautions considered by the FS to be necessary to ensure proper handling of data and information. As may be identified elsewhere in this contract, the Contractor agrees that:

- The draft and final deliverables and all associated working papers and other materials deemed relevant by the COR that have been generated by the Contractor in the performance of this contract are the property of the U.S. Government and must be submitted to the COR at the conclusion of the tasks.
- All documents produced for this project are the property of the U.S. Government and cannot be reproduced or retained by the Contractor.

To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor will afford the Government access to the Contractor’s or other external organization’s facilities, installations, technical capabilities, operations, documentation, records, and databases. The Contractor will cooperate with Federal agencies and their officially credentialed representatives during official inspections or investigations concerning the protection of FS information. Cooperation may include providing relevant documentation showing proof of compliance with federal and agency requirements, and rendering other assistance as deemed necessary. If new or unanticipated threats or hazards are discovered by either the Government or the Contractor or other external organization, or if existing safeguards have ceased to function, the discoverer will immediately bring the situation to the attention of the other party. The Contractor will report real or suspected incidents or violations immediately upon discovery to the FS Computer Incident Response Team (CIRT), by e-mail, at CIRT@fs.fed.us.

The Contractor shall insert these clauses in all subcontracts when the subcontractor is required to have routine physical access to a federally controlled facility and/or routine access to a federally controlled information system. Failure to comply with said requirements will constitute cause for termination.

The Contractor Agrees To –

(a) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(b) Include the Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(c) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract that requires the design, development, or operation of such a system of records.

In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

Definitions of the clause:

(a) “Operation of a system of records,” as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(b) “Record,” as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(c) “System of records on individuals,” as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

The contractors and other external organizations will ensure that the following banner is displayed on all FS systems that contain Privacy Act information operated by the contractors and other external organizations prior to allowing anyone access to the system:

The contractors and other external organizations will ensure that the following banner is displayed on all FS systems that contain Privacy Act information operated by the contractors and other external organizations prior to allowing anyone access to the system:

“This system contains information protected under the provisions of the Privacy Act of 1974 (Public Law 93-579). Any privacy information displayed on the screen or printed must be protected from unauthorized disclosure. Employees who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both.”

IT Security Training: The Contractor and other external organizations will ensure that its employees performing under this contract fulfill all Forest Service requirements for mandatory security awareness and role-based advanced security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, and sign all applicable FS statements of responsibilities.

Background Investigations: All non-government employees with unescorted access to FS facilities, computer systems and/or FS information must have background investigations commensurate with the level of risk and magnitude of loss or harm. The FS will determine the level of background investigation and position classification needed.

Personal Identity Verification of Contractor Personnel: The Contractor shall be responsible for ensuring compliance by its employees with all applicable federal regulations, to include those of GSA, NIST, USDA, FS and HSPD-12. Contractors and their employees are subject to all Federal laws applicable to Government installations and are under the jurisdiction of the Federal Protective Service (FPS). The Contracting Officer Representatives or other designated program/project officers, in conjunction with the FS HCM HSPD-12 staff, will assist the Contractor in processing the required Security Background Investigations/Clearances.

- (1) The Contractor shall comply with the personal identity verification (PIV) policies and procedures established by Department of Agriculture (USDA) Directives 3800 series.
- (2) Should the results of the PIV process require the exclusion of a Contractor's employee, the Contracting Officer will notify the Contractor in writing.
- (3) The Contractor must appoint a representative to manage this activity and to maintain a list of employees eligible for a USDA PIV ID Badge required for performance of the work.
- (4) The responsibility of maintaining a sufficient workforce remains with the Contractor. Employees may be barred by the Government from performance of the work should they be found ineligible or to have lost eligibility for a USDA PIV ID Badge. Failure to maintain a sufficient workforce of employees eligible for a USDA PIV ID Badge may be grounds for termination of the contract.
- (5) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a Federally controlled facility or information system.
- (6) The PIV Sponsor for this contract is the Contracting Officer Representative (COR), unless otherwise specified in this contract. The PIV Sponsor will be available to receive contractor identity information from *(hours and days) to *(hours and days) at *(office

address for registration). The Government shall notify the Contractor if there is a change in the PIV Sponsor, the office address, or the office hours for registration.

(7) At this time, the Government will pay for and process all required security investigations/clearances, except as identified differently within this clause.

(8) The Contractor should be aware of any of its employees possibly having had a background investigation through another government agency. The investigation that was conducted, if verifiable by the FS HSPD-12 staff, and if it was completed within the last 5 years, can be accepted by the Government in lieu of a background check.

(9) The Contractor shall comply with any facility badging requirements for the issuance of building access, badges, etc.:

- Ensure that each of the Contractor's employees has been issued either a temporary or permanent badge from the Government. A permanent badge will not be issued until the security questionnaire has been completed and favorably reviewed. Temporary or visitor badges will be provided for persons who are identified as having an infrequent or temporary legitimate business need for access to the site. As noted above, periods that exceed 180 days will require a permanent badge. The badge must be worn at all times while in the facility. It must be displayed above the waist. The individual will retain possession of the badge as long as continued admittance to the site is needed.
- Ensure the safekeeping, wearing, and visibility of Government-furnished badges.
- Immediately return all badges and permits to the Government when such need ceases to exist.

(10) The Contractor shall comply with any facility security requirements for access to the facility.

(11) The Contractor shall comply with all applicable rules governing parking at USDA locations.

Secure Coding Skills: Contractor certifies that at least one member of each programming team working on any code (including C, Java, .Net, ASP.NET, Visual Basic) to be delivered to the Forest Service. Contractor is allowed to train their staff to oversee all programming requirements.

Source code testing, binary code testing, application scanning, and penetration testing: At least one week prior to delivery of any code due under this contract, Contractor will deliver to the COR the following reports covering all code that will be delivered:

A. Source code testing results showing all potential security flaws identified by at least one of the commercial source code testing tools approved by the Office of the Chief Information Officer of USDA. On the report, the Contractor will highlight all vulnerabilities rated "critical" and "high." The Contractor must then correct the vulnerabilities, resend the code, and ensure the health of delivered source code.

B. For web applications, web application scanning test results showing all potential security flaws identified by at least one of the commercial web application scanning tools

approved by the Office of the Chief Information Officer of USDA. On the report, the Contractor will highlight all vulnerabilities rated “critical” and “high.”

C. For all applications: application penetration results.

Copyright Management and Responsibility: By delivering applications or programming code to the Federal Government, the vendor or Contractor certifies that they have the proper authority to transfer the property and will defend the Government against copyright or other lawsuit resulting from the application or programming delivered.

The Contractor and other external organizations will ensure that the appropriate security banners are displayed on all FS systems (both public and private) operated by the contractors and other external organizations prior to allowing anyone access to the system.

The Contractors and other external organizations will submit proof to the Contracting Officer that hardware and/or software products acquired as a part of any contract/agreement are appropriate to their risk environment, and will confirm the proof of information assurance showing a cost-effective selection of security measures with appropriate security specifications and requirements.

15.0 PHYSICAL SECURITY:

The Contractor shall be responsible for safeguarding all Government equipment, information and property provided for Contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

16.0 PERSONALLY IDENTIFIABLE INFORMATION:

Please see overarching PWS

17.0 IDENTIFICATION OF CONTRACTOR EMPLOYEES:

Please see overarching PWS

18.0 DATA AND SOFTWARE RIGHTS:

Please see overarching PWS

19.0 KEY CONTROL:

Please see overarching PWS

20.0 CONSERVATION OF UTILITIES:

The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities in work areas. This includes use of electrical power and turning off the water faucets or valves after use.

21.0 POINTS OF CONTACT:

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

Project Manager:

The PM is responsible for managing and has oversight of the purpose and status of the projects in the program and can use this oversight to support project-level activities to ensure the program goals are met by providing a decision-making capacity that cannot be achieved at project level. The PM provides the project manager a program perspective when required, or as a sounding board for ideas and approaches to solving project issues that have program impacts. In a program, there is a need to identify and manage cross-project dependencies and often the project management office (PMO) may not have sufficient insight of the risk, issues, requirements, design or solution to be able to usefully manage these. The program manager may be well placed to provide this insight by actively seeking out such information from the project managers, although in large and/or complex projects, a specific role may be required.

Contracting Officer:

The Contracting Officer has the overall responsibility for the administration of this contract. The Contracting Officer, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the Contracting Officer may delegate certain other responsibilities to his/her authorized representative. The Contracting Officer shall be the only individual authorized to direct and/or redirect the effort or in any way amend any of the terms of this contract. Any changes made by the contractor WITHOUT CO authority will be made at the contractor's own risk.

Contracting Officer Rep:

The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements to the Contracting Officer, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting contract.

22.0 NONDISCLOSURE AGREEMENT:

Please see overarching PWS

23.0 COMPLIANCE WITH INTERNET PROTOCOL VS. 6 (IPv6) IN ACQUIRING INFORMATION TECHNOLOGY:

- (a) Any system, hardware, software, firmware or networked component (voice, video or data) developed, procured or acquired in support or performance of this contract shall be capable of transmitting, receiving, processing, forwarding and storing digital information across system boundaries utilizing system packets that are formatted in accordance with commercial standards of Internet Protocol (IP) version 6 (IPv6) as set forth in the USGv6 Profile (NIST Special Publication 500-267) and corresponding declarations of conformance defined in the USGv6 Test Program. In addition, this system shall maintain interoperability with IPv4 systems and provide at least the same level of performance and reliability capabilities of IPv4 products:
- (b) Specifically, any new IP product or system developed, acquired, or produced must:
 - (1) Interoperate with both IPv6 and IPv4 systems and products, and
 - (2) Have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.
- (c) As IPv6 evolves, the Contractor commits to upgrading or providing an appropriate migration path for each item developed, delivered or utilized at no additional cost to the Government.
- (d) The Contractor shall provide technical support for both IPv4 and IPv6.
- (e) Any system or software must be able to operate on networks supporting IPv4, IPv6 or one that supports both.
- (f) Any product whose non-compliance is discovered and made known to the Contractor within one year after acceptance shall be upgraded, modified or replaced to bring it into compliance at no additional cost to the Government.

24.0 NON-PERSONAL SERVICES:

Please see overarching PWS

25.0 BUSINESS RELATIONS:

Please see overarching PWS