

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 0040656280	PAGE OF 1   71		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 140G0324Q0157	6. SOLICITATION ISSUE DATE 05/08/2024		
7. FOR SOLICITATION INFORMATION CALL: ➤		a. NAME Gerald Lewandowski		b. TELEPHONE NUMBER (No collect calls) 916-278-9340	8. OFFER DUE DATE/LOCAL TIME 05/22/2024 1500 ED		
9. ISSUED BY CODE GSB				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR:  <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB)      NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)      541690 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A)      SIZE STANDARD: \$19			
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING 14. METHOD OF SOLICITATION REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)		
15. DELIVER TO CODE 0006366964				16. ADMINISTERED BY CODE GSB USGS OAG SACRAMENTO ACQUISITION BR. MODOC HALL, CSUS 3020 STATE UNIVERSITY DRIVE EAST SACRAMENTO CA 95819-6027			
17a. CONTRACTOR/ OFFEROR CODE				18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a total small business set-aside. The U.S. Geological Survey (USGS) has a requirement for a non-personal services firm fixed price purchase order to provide deep learning and remote sensing analyses to characterize coastal flooding and erosion impacts of large storms. The proposed action will be awarded in accordance with FAR 13.5 Simplified Acquisition Procedures. This requirement is currently subject to the availability of funds.						
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Government Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Gerald Lewandowski		31c. DATE SIGNED		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This combined synopsis/solicitation for a firm fixed price commercial service contract is prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will be issued. The solicitation number is 140G0324Q0157 and is issued as a Request for Quotation (RFQ).</p> <p>The solicitation, incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2024-04, effective May 1, 2024. Please see solicitation with CLINS, technical specifications, provisions, and clauses.</p> <p>All questions pertaining to this solicitation must be submitted to the Contracting Officer by 3:00pm ED on May 15, 2024.</p> <p>Quotations are due no later than 3:00pm ED on May 22, 2024. The Government anticipates award of a commercial, Firm-Fixed Price type purchase order on or about June 1, 2024.</p> <p>NOTE: All information submitted in response to this announcement is voluntary - the Government Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	<p>will not pay for information requested nor will it compensate any respondent for any cost incurred in developing information provided to the Government. Materials submitted to the Government for review will not be returned.</p> <p>It is the responsibility of all interested parties to check back periodically for any amendments to the synopsis or solicitation. All amendments must be signed and included when the quote is submitted.</p> <p>All contractors must be registered and have an active registration in the System for Award Management (SAM) at the time of submitting a quote to be considered for an award of a federal contract. For information, review the SAM website at <a href="https://www.sam.gov">https://www.sam.gov</a>.</p> <p>The applicable North American Industry Classification System (NAICS) code is 541690 Other scientific/technical consulting services with the associated small business size standard \$19M.</p> <p>NOTE: All interested parties shall submit their quotes directly to the contracting officer via email. Quotes submitted by any other means will not be accepted or considered.</p> <p>Contracting Officer, Gerry Lewandowski, email: glewando@usgs.gov .</p> <p>Period of Performance: 08/01/2024 to 07/31/2026</p>				
00020	<p>YEAR 1</p> <p>Product/Service Code: B517</p> <p>Product/Service Description: SPECIAL STUDIES/ANALYSIS- GEOLOGICAL</p> <p>Period of Performance: 08/01/2024 to 07/31/2025</p> <p>YEAR 1 TRAVEL</p> <p>Product/Service Code: B517</p> <p>Product/Service Description: SPECIAL</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00030	<p>STUDIES/ANALYSIS- GEOLOGICAL</p> <p>Delivery: 07/31/2025</p> <p>Period of Performance: 08/01/2024 to 07/31/2025</p> <p>Option Year (Option Line Item)</p> <p>Anticipated Exercise Date 08/01/2025</p> <p>Product/Service Code: B526</p> <p>Product/Service Description: SPECIAL</p> <p>STUDIES/ANALYSIS- OCEANOLOGICAL</p> <p>Period of Performance: 08/01/2025 to 07/31/2026</p>	1	JB		
00040	<p>Option Year - Travel (Option Line Item)</p> <p>Anticipated Exercise Date 08/01/2025</p> <p>Product/Service Code: B526</p> <p>Product/Service Description: SPECIAL</p> <p>STUDIES/ANALYSIS- OCEANOLOGICAL</p> <p>Period of Performance: 08/01/2025 to 07/31/2026</p>	1	JB		

## **PERFORMANCE WORK STATEMENT (PWS)**

### **Deep Learning and Remote Sensing Analyses**

#### **General Information**

**GENERAL:** This is a non-personnel services firm fixed price purchase order to provide deep learning and remote sensing analyses to characterize coastal erosion impacts associated with large storms and climate change. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the contractor who, in turn is responsible to the Government.

**Description of Services/Introduction:** The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform deep learning and remote sensing analyses as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this order. The work will be conducted for a year-long interval (“Base Year”), which may be followed by an additional year of work if the Government selects this option (“Option Year One”).

The work requires strong programming skills using languages such as Python, expertise in the development and implementation of deep learning techniques from imagery of coastal landforms, and strong background in optimization of structure-from-motion (SfM) photogrammetry workflows. Intimate knowledge of oceanography, sediment transport, coastal hazards, and nearshore processes is essential. Working experience developing, applying, and troubleshooting deep learning models is required.

**Background:** The U.S. Geological Survey seeks services to support artificial intelligence, including deep learning applications, for remote sensing analyses to characterize coastal landforms, coastal flooding and change hazards, and coastal processes such as the dynamics of sediment and wood. The work will inform coastal hazard risk management and general coastal planning in the light of climate change, sea-level rise and human impacts. Services are needed to help in the development and refinement of deep learning algorithms that result in well-documented, published tools operating with remotely sensed imagery and other geospatial data. These tools will be used to evaluate the extent, style and impacts of coastal flooding and erosion, the trends and patterns of coastal landform change, and new insights in the spatial and temporal patterns of coastal waves and the transport of sediment and wood that help shape the coast. In addition, services are needed to help develop and implement operational deep learning models that can provide storm impacts within hours of imagery collection. The contractor will utilize existing USGS satellite and aerial photography imagery for the Alaskan coasts to characterize landforms, sea ice, coastal processes, coastal change and impacts to coastal communities and habitats. The deep learning work must be integrated with the implementation of existing satellite-based analyses, including CoastSat and CoastSeg. The contractor will work in close cooperation with the USGS Pacific Coastal and Marine Science Center.

#### **Base year**

**Period of performance:** August 1, 2024 to July 30, 2025

#### **Primary Tasks:**

- Developing deep learning approaches, models, and published tools
- Model validation techniques and assessments
- Methods for enhancing efficiency by using high-speed or cloud-based computing
- Scientific application of machine learning tools to coastal change assessments

**Scope:** The contractor will provide services to support artificial intelligence, including deep learning applications, for remote sensing analyses to characterize coastal change hazards, including the flooding and erosion impacts of large storms. The work will inform coastal hazard risk management and general coastal planning in the light of climate change, sea-level rise, and human impacts. Services are needed to help in the development and refinement of deep learning algorithms that result in well-documented, published tools operating with remotely sensed imagery and other geospatial data. These tools will be used to evaluate the extent, style and impacts of coastal flooding and

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Tasks include developing deep learning approaches and models, model validation techniques and assessments, methods for enhancing efficiency by using high-speed or cloud-based computing, and scientific application of machine learning tools to coastal change assessments. The work requires strong programming skills using languages such as Python, expertise in the development and implementation of deep learning techniques from imagery of landforms, and strong background in optimization and application of satellite-derived shoreline techniques of CoastSat and CoastSeg.

The contractor will frequently use independent judgment to insure efficient accomplishment of work tasks.

- Supports the implementation and development of deep learning assessment and classification models, including organization of workflows, writing of code, testing and refinement of models, and validation assessments using Python and other codes.
- Performs storm flooding and erosion analyses on coastal imagery obtained before and after large storms. Prepares written reports or parts of reports (illustrations, plots, maps) describing data collection, analysis techniques and interpretation for publication of reports and peer-reviewed journal articles, and for presentations at scientific meetings.

## **DELIVERABLES**

- Deep learning models are constructed/refined for imagery sets the Alaskan coasts using state-of-the-art tools. Reports are submitted as the following phases of the modeling are completed: (1) construction/refinement and stability testing, (2) initial validation and sensitivity testing, (3) final deep learning products, including output data. Reports also document and link to codes that were used to process data, run models, and evaluate results. Final data are published in USGS ScienceBase or another database.
- Presentation of project results at team meetings (2-3 times per year)
- Tools developed from these activities are documented and published in the peer-reviewed scientific literature and made available through outlets such as GitHub.
- Contributions to the scientific understanding of coastal change and the processes that dictate these changes are published in the peer-reviewed scientific literature and presented at international-level scientific meetings.

### **Option Year One**

Period of performance: August 1, 2025 to July 30, 2026

#### Primary Tasks:

- Developing deep learning approaches, models, and published tools
- Model validation techniques and assessments
- Methods for enhancing efficiency by using high-speed or cloud-based computing
- Scientific application of machine learning tools to coastal change assessments

Scope: The contractor will provide services to support artificial intelligence, including deep learning applications, for remote sensing analyses to characterize coastal change hazards, including the flooding and erosion impacts of large storms. The work will inform coastal hazard risk management and general coastal planning in the light of climate change, sea-level rise, and human impacts. Services are needed to help in the development and refinement of deep learning algorithms that result in well-documented, published tools operating with remotely sensed imagery and other geospatial data. These tools will be used to evaluate the extent, style and impacts of coastal flooding and erosion, the trends and patterns of coastal landform change, and new insights in the spatial and temporal patterns of coastal waves and the transport of sediment and wood that help shape the coast. In addition, services are needed to

help develop and implement operational deep learning models that can provide storm impacts within hours of imagery collection. The contractor will utilize existing USGS satellite and aerial photography imagery for the Alaskan coasts to characterize landforms, sea ice, coastal processes, coastal change and impacts to coastal communities and habitats. The deep learning work must be integrated with the implementation of existing satellite-based analyses, including CoastSat and CoastSeg. The contactor will work in close cooperation with the USGS Pacific Coastal and Marine Science Center.

Tasks include developing deep learning approaches and models, model validation techniques and assessments, methods for enhancing efficiency by using high-speed or cloud-based computing, and scientific application of machine learning tools to coastal change assessments. The work requires strong programming skills using languages such as Python, expertise in the development and implementation of deep learning techniques from imagery of landforms, and strong background in optimization and application of satellite-derived shoreline techniques of CoastSat and CoastSeg.

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- Tools developed from these activities are documented and published in the peer-reviewed scientific literature and made available through outlets such as GitHub.
- Contributions to the scientific understanding of coastal change and the processes that dictate these changes are published in the peer-reviewed scientific literature and presented at international-level scientific meetings.

### General Information

**Quality Control:** The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which the contractor assures herself or himself that the work complies with the requirement of the purchase order.

***Note: A clear and concise quality control plan is due at the time of submission of the quote.***

**Quality Assurance:** The government shall evaluate the contractor's performance under this purchase order in accordance with the Quality Assurance Surveillance Plan agreed upon between the government and contactor at the time of submission of the quote.

**Hours of Operation:** The contractor is expected to work hours outside the standard work schedule (i.e. 9am – 5pm) in order to accomplish work deliverables. This is likely to include long hours at a workstation under tight deadlines, as well as studying extreme storm events, which may occur outside of regular working hours. Work schedules will comply with nonstandard work-hour guidelines.

When working within the parameters of the standard works schedule. The contractor is responsible for conducting business, between the hours of 9am to 5pm Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The contractor will not be reimbursed when the government facility is closed for the above reasons. The contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential.

Place of Performance: The work to be performed under this order will be performed at either the contractor's facility or at shared (visitor/contractor/student) workspace provided by Pacific Coastal and Marine Science Center, Santa Cruz, California. Choice of location is at the discretion of the contractor.

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.

Key Control: The contractor shall establish and implement methods of making sure all keys/key cards issued to the contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the contractor by the Government shall be duplicated. The contractor shall develop procedures covering key control that ***shall be included in the Quality Control Plan***. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

In the event keys, other than master keys, are lost or duplicated, the contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the contractor.

The contractor shall prohibit the use of Government issued keys/key cards by any persons other than the contractor's employees. The contractor shall prohibit the opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

Lock Combinations: The contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures ***shall be included in the Contractor's Quality Control Plan***.

Special Qualifications for Contractor Employees: The contractor will possess and maintain current professional certifications during the execution of this contract.

Post Award Conference/Periodic Progress Meetings: The contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, technical liaison, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

Key Personnel: The follow personnel are considered key personnel by the government: Contract Manager. If not operating as an independent contractor, the contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The

contract manager or alternate shall be available between 9 a.m. to 5 p.m., Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons.

Qualifications for all key personnel are listed below:

- Ph.D. in coastal oceanography, civil and environmental engineering, coastal geology, coastal engineering, geography, environmental sciences, or related field, with strong research experience in hydrodynamics, sediment transport, nearshore processes, and coastal hazards.
- Strong background in computer programming, applied mathematics, statistics, and artificial intelligence – with understanding, experience, and documented peer-reviewed publication of deep learning techniques and tools – is necessary.
- Knowledge of coastal processes and data types characterizing nearshore physical processes and hazards, especially coastal flooding and erosion.
- Field, laboratory, and modeling experience of coastal landform change is required.
- Skill and knowledge to evaluate quality and interpret modeling and oceanographic data.
- Strong oral and written communication skills, with the ability to effectively communicate project components to both a technical and general public audience.
- Experience with data collection and data quality assurance/quality control procedures, maintaining comprehensive notes of field and analytical tasks and training others in such procedures.
- Physical ability to work in the field including wading in wetlands and along intertidal beaches and work from a boat commonly in extreme condition hot/cold, sunny/rainy/snowy.

Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor personnel will not be required to obtain and wear badges in the performance of this service, because they will not be working in situations where their contractor status is not obvious to third parties or members of the public.

Contractor Travel: Contractor will be required to travel to USGS offices at Woods Hole, MA during the performance of this contract to attend multiple day project meetings. Contractor will be authorized travel expenses consistent with the substantive provisions of the GSA Joint Travel Regulation (JTR) and the limitation of funds specified in this purchase order. All travel requires Government approval/authorization and notification to the technical liaison and Contracting Officer.

Data Rights: The Government has unlimited rights to all documents/material produced under this purchase order. All documents and materials, to include the source codes of any software, produced under this purchase order shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor or without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

#### **GOVERNMENT FURNISHED ITEMS AND SERVICES:**

**Services:** The Government will provide technical personnel to assist the contractor with production set-up.

**Facilities:** The Government will provide an optional workspace for the contractor staff to provide the support outlined in the PWS to include desk space, telephones, computers, and other items necessary to maintain an office environment.

**Utilities:** The Government will provide all utilities in the facility and these will be available for the contractor's use in performance of tasks outlined in this PWS. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

Equipment: The Government will provide the following equipment to be accessible to the contractor: scanners, printers, and plotters.

Materials: The Government will provide Standard Operating Procedures and Policies and all fundamental remote sensing data (photographs, geospatial data, ground control points) for the development of the mapping products.

#### **CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under the Government furnished items and services section of this PWS.

Facility Clearance: The contractor and employees shall possess and maintain a facility clearance for the life of the order. **Facility clearance will be arranged after award.**

Materials: Not Applicable.

Equipment: Not Applicable.

#### **Performance Requirements Summary**

The contractor service requirements are summarized into deliverables that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

#### **Base Year:**

Requirement	Metric	Standard
Model Development and Implementation	Stability/Sensitivity Analyses	<i>Models are stable and can simulate land cover changes representative of the area and with accuracies of 80-99%.</i>
Coastal Change Assessment Reports (n=3)	Clarity/Delivery	<i>Reports summarizing each step of deep learning modeling (e.g., model construction/testing, initial validation/sensitivity testing, and simulation results) are completed according to timelines determined through meetings with USGS team within 60 days of start date.</i>
Presentations	Clarity/Delivery	<i>Presentations are delivered 2-3 times per year at team meetings to summarize activities and to gain technical input from the team.</i>

#### **Option Year One:**

Requirement	Metric	Standard
Model Development and Implementation	Stability/Sensitivity Analyses	<i>Models are stable and can simulate land cover changes representative of the area and with accuracies of 80-99%.</i>
Coastal Change Assessment Reports (n=3)	Clarity/Delivery	<i>Reports summarizing each step of deep learning modeling (e.g., model construction/testing, initial validation/sensitivity testing, and simulation results) are completed according to timelines determined</i>

		<i>through meetings with USGS team within 60 days of start date.</i>
Presentations	Clarity/Delivery	<i>Presentations are delivered 2-3 times per year at team meetings to summarize activities and to gain technical input from the team.</i>

## DELIVERABLES SCHEDULE

### BASE YEAR:

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Classified maps from deep learning algorithms of Alaskan coastal landforms and change	Once, during first year of the contract	One copy of the digital data, summary reporting and associated metadata.	Maps in in GEOTIFF, LAZ, or other standard mapping product, report, report as PDF, metadata at text.	Delivered to the Government Technical Liaison via external harddrive.
Summary presentations to the research project.	2-3 per year	One copy of the presentation slides	Presentation is in person, slides provided in .PPTX format	Delivered to the Government Technical Liaison via email.

### OPTION YEAR ONE:

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Classified maps from deep learning algorithms of Alaskan coastal landforms and change	Once, during second year of the contract	One copy of the digital data, summary reporting and associated metadata.	Maps in in GEOTIFF, LAZ, or other standard mapping product, report, report as PDF, metadata at text.	Delivered to the Government Technical Liaison via external harddrive.
Deep Learning algorithms and published tools to be applied to coastal imagery following large storms.	Once, during second year of the contract	One copy of the code and associated metadata.	Code and metadata in text.	Delivered to the Government Technical Liaison via external harddrive.
Summary presentations to the research project.	2-3 per year	One copy of the presentation slides	Presentation is in person, slides provided in .PPTX format	Delivered to the Government Technical Liaison via email.

### Authorities and Delegations (SEP 2011)

- (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
- (b) The Contracting Officer hereby appoints as Technical Liaison (TL):

**TBD**

The TL is responsible for technical monitoring of the contractor's performance and deliveries. Changes to this appointment must be made in writing by the Contracting Officer.

- (c) The TL is not authorized to perform, formally or informally, any of the following actions:
  - (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
  - (2) Waive or agree to modification of the delivery schedule;
  - (3) Make any final decision on any contract matter subject to the Disputes Clause;
  - (4) Terminate, for any reason, the Contractor's right to proceed;
  - (5) Obligate in any way, the payment of money by the Government.
- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer and his authorized representative(s), such as the TL, acting within the scope and authority of their appointments. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, if the TL or any other USGS employee has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the individual's authority, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
- (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the TL.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the TL acting within the scope of his authority, shall be at the Contractor's risk.

**52.252-2 Clauses Incorporated by Reference    Feb 1998**

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

<http://www.acquisition.gov/far/>

**52.204-13 System for Award Management Maintenance Oct 2018  
52.212-4 Contract Terms and Conditions—Commercial Items Nov 2023**

**The following Clauses are incorporated by full text:**

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items. (Feb 2024)**

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky

Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

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

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).

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

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

— (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).

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

— (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).

— (6) [Reserved].

— (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

— (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

— (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115-390, title II).

— X (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115- 390, title II).

— (ii) Alternate I (DEC 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

— (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

— (14) [Reserved].

— (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

— (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

- (17) [Reserved]
- X (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).  
— (ii) Alternate I (MAR 2020) of 52.219-6.
- (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).  
— (ii) Alternate I (MAR 2020) of 52.219-7.
- X (20) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)).
- (21) (i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).  
— (ii) Alternate I (NOV 2016) of 52.219-9.
- (iii) Alternate II (NOV 2016) of 52.219-9.
- (iv) Alternate III (JUN 2020) of 52.219-9.
- (v) Alternate IV (SEP 2023) of 52.219-9.
- (22) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).  
— (ii) Alternate I (MAR 2020) of 52.219-13.
- (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 637s).
- (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).
- X (26) (i) 52.219-28, Post Award Small Business Program Rerepresentation (FEB 2024) (15 U.S.C. 632(a)(2)).  
— (ii) Alternate I (MAR 2020) of 52.219-28.
- (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).
- X (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2024).
- X (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (34) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).  
— (ii) Alternate I (FEB 1999) of 52.222-26.
- X (35) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).  
— (ii) Alternate I (JUL 2014) of 52.222-35.
- X (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).  
— (ii) Alternate I (JUL 2014) of 52.222-36.
- X (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (39) (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).  
— (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (40) 52.222-54, Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- (41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)  
— (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (44) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).  
— (ii) Alternate I (OCT 2015) of 52.223-13.
- (45) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).  
— (ii) Alternate I (Jun2014) of 52.223-14.
- (46) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

— (47) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

— (ii) Alternate I (JUN 2014) of 52.223-16.

X— (48) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

— (49) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

— (50) 52.223-21, Foams (Jun2016) (E.O. 13693).

— (51) (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

— (ii) Alternate I (JAN 2017) of 52.224-3.

— (52) (i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

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#### SUBPART 52.2 - TEXT OF PROVISIONS AND CLAUSES 52.212-5

— (ii) Alternate I (OCT 2022) of 52.225-1.

— (53) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

— (ii) Alternate I [Reserved].

— (iii) Alternate II (DEC 2022) of 52.225-3.

— (iv) Alternate III (FEB 2024) of 52.225-3.

— (v) Alternate IV (Oct 2022) of 52.225-3.

— (54) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X— (55) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (56) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

— (57) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

— (58) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

— (59) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

— (60) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

— (61) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X— (62) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

— (63) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

— (64) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

— (65) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

— (66) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

— (67) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

— (ii) Alternate I (APR 2003) of 52.247-64.

— (iii) Alternate II (NOV 2021) of 52.247-64.

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

— (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).

— (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

— (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for

Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

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

— (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

— (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

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

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

under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

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

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

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

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(x) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).

(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xvi) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).  
(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).  
(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).  
(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).  
(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).  
(xxii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).  
(B) Alternate I (JAN 2017) of 52.224-3.

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(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart GNote).  
(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.  
(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.  
(xxvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.  
(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.  
(End of clause)

(End of clause)

#### **52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor anytime; provided that the Government gives the Contractor a preliminary written notice of its intent to extend anytime before the contract expires. The preliminary notice does not commit the Government to an extension.  
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.  
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years  
(End of Clause)

#### **52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to

return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

**52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/>

**52.204-7 System for Award Management Oct 2018**

**52.212-1 Instructions to Offerors -- Commercial Items Sep 2023**

**52.212-2 -- Evaluation -- Commercial Items Nov 2021**

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
  - (i) Qualifications and Experience of proposed contractor / personnel: see PWS section “Key Personnel” for the required qualifications, experience and a quality control plan: see PWS section “Quality Control Plan”
  - (ii) price;

Qualification and experience are more important than price.

**ADDITIONAL INSTRUCTIONS TO OFFERORS:**

Quotations shall only be accepted through electronic mail addressed to the Contracting Officer at glewando@usgs.gov All documents required by this solicitation must be uploaded and received in their entirety no later than the date and time indicated in block 10 of this solicitation or the most recent amendment extending the submission date. Proposals submitted by any other means will not be accepted or considered.

Quotations will be evaluated based on the information presented in your submittal. Please note the provisions of FAR 52.212-2 “Evaluation – Commercial Items” above, which in turn, refers to required and desirable qualification and experience factors which are noted in the Performance Work Statement (PWS). The Government’s evaluation of responses to this solicitation will include both price and non-price factors as indicated in the said provision (52.212-2), above. If your response does not present enough information (qualifications and experience as outlined in the PWS) along with your price quotation, we will not be able to meaningfully evaluate that aspect of your quote.

Your submissions should include:

- 1 – **Signed SF 1449 form** (filled in with firm information, person signing, and line item prices, offered, etc.).
- 2 - **If applicable – All amendments to the solicitation must be signed**
- 3 – **Technical submission** (information regarding technical qualifications and experience enough for government

to evaluate your qualifications to perform this work. Examples are resumes, published works, listings of prior relevant and recent contracts, etc.

#### **4 – Quality Control Plan**

**5 – Additional pricing information.** Provide your fully burdened rate per hour for person (or persons) you are intending to perform this effort and all other costs associated to the total quoted price (i.e. Travel etc.)

(End of provision)

#### **Unilateral De-obligation**

The contractor shall submit all invoices under this award no later than ninety (90) calendar days after the period of performance has expired, unless a request for extension has been submitted to, and granted by, the Contracting Officer.

After 120 calendar days have passed after the expiration of the period of performance, the Contracting Officer reserves the right to issue a unilateral modification de-obligating any unexpended funds, and to initiate closeout procedures.

(End Local Clause)

#### **GS0919 (Jan 2002) Legal Holidays**

The following legal holidays are observed by this Government agency:

New Year's Day	January 01
Martin Luther King's Birthday	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 04
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

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

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

(End Local Clause)

#### **GS0925 (Mar 2003) Unscheduled Closures - Fixed Price**

(a) The USGS facility where contractor employees are working may occasionally be closed temporarily and federal employees dismissed, such as for inclement weather, holiday early closings, power outages, or other emergencies.

In these cases, the Contracting Officer or COR will advise the contractor whether any of the contractor's activities on Government facilities are considered critical and require continued performance. In most cases, the Contractor will be required to dismiss employees at Government facilities who are performing noncritical tasks after federal employees are dismissed.

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

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

(End Local Clause)

#### **GS01371 (May 2018) Availability of IT Security Standards, Guides and Other Publications**

One or more of the following documents relating to Information Technology (IT) security has been incorporated by reference into the solicitation/contract work statement.

The following documents may be accessed electronically at these addresses:

- NIST Special Publications: <http://csrc.nist.gov/publications/nistpubs/>
- Federal Information Processing Standards: <http://csrc.nist.gov/publications/nistpubs/>
- DOI Privacy Impact Assessment: <https://www.doi.gov/privacy/pia>
- Secretarial Order 3255, Delegation of Authority for Certification and Accreditation of Information Technology Systems: [http://elips.doi.gov/app\\_so/index.cfm?fuseaction=home](http://elips.doi.gov/app_so/index.cfm?fuseaction=home)

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

- DOI SDLC Security Integration Guide
- DOI Enterprise Computer Incident Response Plan
- DOI Contingency Plan Guide

(End Local Clause)

#### **GS1406 (JUL 2001) Confidentiality of Data**

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

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

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

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

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

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

subcontracts.

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

(End Local Clause)

#### **GS1420 (Sep 2018) Use of Government Computers**

(a) USGS rules regarding security of information technology systems apply to all personnel with access to Government IT equipment or data or to non-Government computer equipment (e.g. company or personal laptops) connected to USGS systems, networks or internet services. The rules are contained in the following directives:

(1) Survey Manual 600.5, Information Technology Systems Security - General Requirements

(2) USGS Computer and Network Security Handbook (available internally only)

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

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

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

(End Local Clause)

#### **SECURITY REQUIREMENTS: FACILITY ACCESS and INFORMATION TECHNOLOGY (AUG 2016)**

(a) All Contractor employees must have an "Enter on Duty" (EOD) approval issued by the Bureau Personnel Security Office (PSO) before they begin performing work on any Bureau contract. The Contractor must ensure that all employees requesting an EOD are citizens of the United States of America, or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Immigration and Naturalization Service documentation and the employee must have resided in the United States for a minimum of 3 years. The EOD may be issued in advance of a completed Background Investigation and may be rescinded by the PSO at any time. However, all contractors who require network access are required to complete the identity proofing process, and must be able to obtain a successfully adjudicated National Criminal History Check (NCHC) and National Agency Check with Inquiries (NACI) or higher to stay on the contract.

(b) Starting Work - Contractor employees with an approved EOD may begin performing unsupervised work on Bureau contracts. To remain on the contract, the Contractor employees will need a completed favorable Background Investigation.

(c) Rescission of EOD - The PSO may rescind the EOD at any time. This may occur as the result of additional information obtained or the final results of the background investigation.

(d) Background Investigation - Contractor employees who will have unsupervised access to Bureau facilities, access to the Department of the Interior (DOI) information technology (IT) systems or DOI data, or will develop custom applications, must have a favorably adjudicated background investigation from the Office of Personnel Management (OPM). Existing clearances at the same or higher level are acceptable upon the PSO's review and approval. If the employee does not already have a complete investigation, they

must apply for one. The employee may begin work with an EOD, but must receive a favorable background investigation to continue working on the contract. The background investigation includes obtaining fingerprints through a USAcces Credentialing Center for an FBI criminal history and a credit report. Once the investigation has been scheduled by OPM, the Bureau will receive advance reports. If those reports are favorable, the Bureau PSO will issue the EOD. The type of background investigation required is based on the risk/sensitivity level designation. Citizenship requirements and guidance for determining the appropriate type of background investigation required for the designated risk/sensitivity level are contained in DOI Departmental Manual (DM) Part 441. The DM is available on the Internet at [http://elips.doi.gov/app\\_home/index.cfm?fuseaction=home](http://elips.doi.gov/app_home/index.cfm?fuseaction=home).

(e) Electronic Questionnaire for Investigations Processing (e-QIP)'s The Bureau uses the e-QIP for all background investigations or reinvestigations. To initiate an investigation, the Contractor, in collaboration with the COR, will complete an e-QIP Request Form. This request form is available through the COR. The COR will submit the completed request form to the Bureau PSO. The PSO will enter the information into e-QIP to either establish a new applicant profile or determine if an existing investigation that meets Bureau requirements is on file. The PSO will then contact the applicant to provide additional information and instructions. Generally, the Contractor is required to complete the following forms:

e-QIP application (on-line)

Fair Credit Release

OF-306

Fingerprints via USAcces Credentialing Centers

The Contractor shall complete the required background investigation forms and submit them to the PSO. The PSO shall determine if individuals meet the required background investigation standards and citizenship requirements, and then make a suitability determination. Minimum standards used in suitability determinations are contained in the DOI Departmental Manual Part 441. The Government will pay for any background investigations required for contractor employees. If the Contractor employee's background investigation is returned as unfavorable, the Government reserves the right to request reimbursement of the actual costs for the investigation from the Contractor.

(f) Reinvestigation - Contractor employees occupying high risk public trust positions must be reinvestigated every 5 years. A reinvestigation may be initiated prior to the normal periodic reinvestigation schedule when an individual's continued ability to meet the minimum background investigation standards is in question. The electronic fingerprints on file in the USAcces system will be electronically submitted to OPM for the reinvestigation. The PSO shall review the records and documentation and make the suitability determination.

(g) Disputes - In the event of a disagreement between the Contractor and the Government concerning the suitability of a particular employee to perform work under this contract, the Government has the right of final determination. Determinations under this requirement are subject to the Disputes Clause, FAR 52.233-1. Failure of the Contractor to comply with the requirements of this clause could constitute grounds for termination for default.

(h) Physical Security Requirements - DOI Access Cards.

(1) Contractor employees must have a DOI Access Card before being given unsupervised access to a Government facility.

(2) To gain unsupervised access to Government facilities, Contractor employees must present their DOI Access Card for examination by the security guard or electronically authenticate their DOI Access Card, as required. Contractor employees must keep their DOI Access Card in a shielded card holder, and visually display the card at all times while in the facility. Refusal or repeated neglect to display

the DOI Access Card may result in limiting Contractor employee's access to Government facilities or revoking of authorized access.

(3) When a Contractor employee is no longer working under this award, the Contractor is responsible for returning all DOI Access Cards, keys, and other Government property issued to that employee. The Contractor shall coordinate all returns with the COR. The COR is responsible for ensuring the Contractor complies with these requirements. However, failure by the Contractor to comply with these requirements may result in the Contractor's liability for all costs associated with correcting any resultant breach in building security.

(i) Issuance & Maintenance - DOI Access Cards

(1) Process: To obtain a DOI Access Card the COR will use the online DOIAccess System to initiate the access request. Contractor employees will receive email notifications to enroll at a USAcces Credentialing Center with two forms of identification, and after adjudication, a second email notification to pick up and activate their DOI Access Card. The Contractor employee shall schedule an enrollment appointment at a USAcces center at least two weeks prior to the targeted EOD.

(2) Contractor Responsibilities: Contractor employees must complete actions in a timely manner to prepare for on-boarding and access to DOI network resources. The Contractor shall allow their personnel sufficient time to schedule and attend an enrollment appointment at the USAcces center prior to the contract start date. If the Contractor employee's DOI Access Card becomes lost or stolen, the contractor employee shall notify the COR immediately to request a new DOI Access Card.

(3) COR Responsibilities: The COR (or designated individual) and Contractor shall maintain a listing of all Contractor employees who received a DOI Access Card, the date the card was issued, the date the electronic certificates expire (3 years from issue date), and the date the DOI Access Card expires (5 years from issue date). If the Contractor employee's DOI Access Card or certificates will expire before the contract is completed, the COR (or designated individual) and Contractor is responsible for ensuring that the Contractor employee visits a USAcces center to update certificates on the existing card or obtain a new DOI Access Card. No later than one week prior to the DOI Access Card's certificate or card expiration, the COR (or designated individual) shall notify the Contractor that DOI Access Card actions are required. The COR (or designated individual) and the Contractor shall update their listing to reflect the new issue date, certificate expiration date and card expiration date.

(i) Information Technology Security Requirements.

(1) Training - If contractor employees require access to any DOI/IT systems, the Contractor shall ensure its employees complete all Bureau/DOI required IT security training. The Contractor's employees shall complete this training before being granted access to Bureau/DOI data or being issued network access. The current training requirements are: (i) annual end-user IT Security Awareness, (ii) annual IT Resources Rules of Behavior, and (iii) annual Role-Based Security training for IT professionals. The Contractor shall comply with all Bureau/DOI IT security training requirements in effect during contract performance. The COR will notify the Contractor of all Bureau mandatory IT training. The Contractor shall submit training completion certificates to the COR for all required training. Failure to meet this training requirement may result in removal of the contractor employee from the contract. The Bureau will determine if the contractor can later return to the contract.

(2) Access to Contractor's Facilities for IT audit purposes - The Contractor shall afford Bureau and the Department of the Interior Office of Inspector General access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit that will safeguard against threats and hazards to the integrity, availability, and confidentiality of Government data or to the function of computer systems operated on behalf of the Government and to preserve evidence of computer crime. If the Contractor questions the Government employee's right to access its facilities, it should contact the CO for resolution.

(3) Contractor Location - Custom software development and outsourced operations shall be located in the United States to the maximum extent practical. If such services are proposed to be performed abroad, the Contractor shall provide an acceptable security plan that addresses the mitigation of problems related to communication, control, and protecting the confidentiality, integrity, and availability of IT systems and information.

(4) Applicable Standards - The Contractor shall follow all applicable Federal, DOI, and Bureau Bulletins, Directives, Guidelines, Manuals, Processing Standards, Memoranda, Policies and Standards; applicable OMB Memoranda; and all current National Institute of Standards & Technology (NIST) Special Publications. To comply with Federal Acquisition Regulation Subpart 39.101(d), contractors shall use the common security configurations available from the NIST website at <http://checklists.nist.gov>. NIST documents are available on the internet at <http://csrc.nist.gov/publications/PubsSPs.html>. OMB memoranda are available on the internet at <http://www.whitehouse.gov/omb/memoranda/>. The Contractor shall request copies of DOI and Bureau documents by contacting the COR.

(5) Incident Reporting - The Contractor shall immediately report computer security incidents affecting Bureau/DOI data and systems in accordance with the Bureau Computer Incident Response policy. The Contractor shall request copies of the Bureau Computer Incident Response policy by contacting the COR.

(6) Assessment and Authorization (A&A) and Continuous Monitoring. - The Contractor shall comply with Bureau policy when developing, upgrading, modifying or supporting applications and/or systems that require A&A and Continuous Monitoring. The Contractor shall request copies of Bureau A&A policy by contacting the COR. The A&A requirement does not apply when the Contractor's employees merely access data or have "read only" access.

(j) Documentation - The Contractor shall document all work performed and ensure that the appropriate Certification & Accreditation documents are updated to reflect the work performed and the current state of Bureau systems and networks. The Documentation requirement does not apply when the Contractor's employees merely access data or have "read only" access.

(k) Personnel Changes, Contractor Request - The Contractor shall immediately notify the COR and PSO when an employee is reassigned or leaves the Contractor's employment and prior to any termination. The Contractor must adhere to the Bureau or Office's mandatory exit clearance procedure. Once the COR has been notified that a Contractor employee is leaving the contract, the COR will initiate the exit clearance process in the DOI Access System and forward to the Contractor the necessary instructions and form required to be completed prior to the contractor's employee's departure. This form must be completed by the Contractor's employee and signed by both the Contractor's employee and the COR and then forwarded to the bureau/office specific program responsible for employee, volunteer, and contractor departures.

(l) Personnel Removal, Government Request - The Government retains the right to direct the Contractor to remove any prime or subcontractor personnel, regardless of prior clearance or background investigation adjudication status, whose actions, while assigned to this contract, clearly conflict with the security interests of the Government. The justification for the Government's direction to remove Contractor personnel will be documented and provided to the Contractor by the CO.

(m) Subcontract Inclusion - The requirements of this clause must be incorporated into any subcontract if the subcontractor's employee must have access to Bureau facilities.

(End Local Clause)

## **Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)**

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

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

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: None.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to contract award date, but no more than 3-5 business days to the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

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

(End Local Clause)

## **52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (Feb 2024)**

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

(a) Definitions. As used in this provision—

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

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

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

Sensitive technology—

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

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

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

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

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

(1) (i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and  
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern—

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

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership,

common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

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

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

- (1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

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

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

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

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

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that—

(i) It  is,  is not a small business concern; or

(ii) It  is,  is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [ The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.]

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

(3) SDVOSB concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents that it  is,  is not an SDVOSB concern.

(4) SDVOSB concern joint venture eligible under the SDVOSB Program. The offeror represents that it  is,  is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.]

(5) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(7) WOSB joint venture eligible under the WOSB Program. The offeror represents that it  is,  is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [ The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.]

(8) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it  is,  is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.]

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246- (1) Previous contracts and compliance. The offeror represents that-

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

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

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

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

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

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

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

- (1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.
- (ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".
- (iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).
- (iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No. \_\_\_\_\_ Country of Origin \_\_\_\_\_ Exceeds 55% domestic content (yes/no)

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[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_\_\_

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

- (g) (1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)
- (i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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

Line Item No.      Country of Origin

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[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.      Country of Origin      Exceeds 55% domestic content (yes/no)

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[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. \_\_\_\_\_

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

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

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Israeli End Products:

Line Item No.

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[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms “Korean end product”, “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Korean End Products or Israeli End Products:

Line Item No.      Country of Origin

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[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

Line Item No.      Country of Origin

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[List as necessary]

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

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

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

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product      Listed Countries of Origin

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

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

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

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

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

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

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that—

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

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

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

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

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

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

(s) [Reserved].

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

(End of Provision)

#### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)**

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

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

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

(d) Representation. The Offeror represents that—

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

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

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

(e) Disclosures. (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:

(i) For covered equipment—

(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);

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

(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.

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

(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)(2) of this provision.

(ii) For covered services—

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

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

(End of provision)

#### **52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)**

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) (1) Representation. The Offeror represents that it  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it  does,  does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

### **GS 1305Contractor Performance Assessment Reporting System (CPARS)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) **We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award.** Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 - 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of notice)

#### **GS0199 June 2018 Prevention of Malicious Code**

##### **(a) Definitions**

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

(End Local Clause)

#### **GS1359 July 2001 - Travel and Transportation**

(a) The contractor shall be reimbursed for actual transportation costs and travel allowances of contractor employees in accordance with the travel cost principle in FAR 31.205, and Government Travel Regulations. Charges exceeding the amounts established in the Government Travel Regulations for individuals engaged in comparable functions may be disallowed as unreasonable unless approved in advance by the Contracting Officer.

(b) Costs for air transportation will not be reimbursed in an amount greater than the cost of commercially scheduled economy class (tourist) air travel by the most expeditious route, except as provided in the applicable cost principles cited in paragraph (a) above.

(c) All travel itineraries not included in the contractor's approved cost proposal for the contract or individual task order must receive the prior written approval of the contracting officer.

(End Local Clause)

#### **GS2125 Information and Communications Technology (ICT) Compliance with Section 508 Accessibility Standards**

(a) Contractors should indicate in quotations/ proposals whether offered ICT items comply with the accessibility standards of 36 CFR part 1194 which are cited in the specifications or work statement. (See [www.section508.gov](http://www.section508.gov) for full text of the standards.)

(b) Contractors are requested to provide a VPAT™ (<https://www.section508.gov/sell/vpat/>) for each ICT item.

(c) Only offers/quotes proposing to provide a technically acceptable solution within the Government's required delivery or performance dates will be further evaluated for Section 508 compliance. Compliance with applicable 508 standards is not scored as an evaluation factor nor is it traded off against other technical factors.

(d) Award on ICT items which do not comply with one or more of the applicable standards may be made only in accordance with FAR 39.2.

(e) Between multiple, technically acceptable proposals offering 508 compliant solutions, award will be made based on evaluation and award factors described elsewhere in this solicitation and in accordance with FAR 39.2

(End Local Clause)

### **Work Statement Attachment - Information Technology Security Requirements Summary**

#### **1. Background Investigation**

Contractor employees who will have access to federal information technology (IT) systems are subject to background investigations by the Federal Office of Personnel Management. Procedures for investigations and obtaining identity credentials are described in clause GS1414 (or GS1419 if working on the Denver Federal Center). The level of investigation required will be the same as would be required for federal employees holding positions involving similar duties.

Based on the risk and sensitivity of duties performed and system access authorities to be granted, the following type of background investigations will be required, as described in DOI Departmental Manual Part 441, Chapter 3, Attachment 5 (available at: [http://elips.doi.gov/app\\_dm/act\\_getfiles.cfm?relnum=3631](http://elips.doi.gov/app_dm/act_getfiles.cfm?relnum=3631)).

Duties	Investigation Level 1
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Access to network	
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#### **2. Non-disclosure Agreement**

Prior to receiving access to USGS computers, contractor employees shall be required to sign nondisclosure or other system security agreements, depending on the systems to be used and level of access granted. The required non-disclosure agreement will be similar to the attached but may be customized as needed to reflect the data involved. Restrictions on use, duplication and disclosure of sensitive and proprietary data are covered in clause GS1406.

#### **3. Training**

Contractor employees shall complete USGS-defined Federal Information Systems Security Awareness computer security training before being granted system access and must renew the training annually. Failure to complete training within the required timeframe may result in loss of system access for that user. Contractor employees with significant IT security responsibilities shall also complete specialized role-based training.

#### **4. Personnel Changes**

Not applicable

#### **5. Contractor Location**

No portion of the services to be performed hereunder may be performed outside the United States without the express written permission of the Contracting Officer. If a contractor proposes to perform services outside the United States, the contractor must submit a Security Plan to address mitigation of security issues due specifically to location. The Security Plan Template is available upon request from the Contracting Officer. Such proposals will

not be accepted unless the contractor can demonstrate that the Government systems or data would be no more vulnerable than if work were performed domestically.

## **6. Applicable Standards**

Not applicable.

## **7. Security Categorization**

Not applicable.

## **8. Property Rights**

The Government's rights in software delivered hereunder shall be as described in software developer's commercial software license agreement or the clause FAR 52.227-19, Commercial Computer Software-Restricted Rights, whichever is greater.

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

Not applicable

## **10. Certification & Accreditation**

Not applicable.

## **11. Internet Logon Banner**

Not applicable

## **12. Incident Reporting**

Contractor employees must report any computer security incidents (viruses, intrusion attempts, system compromises, offensive e-mail, etc.) which may affect Government data or systems in accordance with the DOI Computer Incident Response Guide. Report computer security incidents to USGS help desk or Security Point Of Contact (SPOC). In many cases, your local system administrator is your Security Point Of Contact. The help desk or SPOC will investigate and coordinate with the Computer Security Incident Response Team (CSIRT).

## **13. Quality Control**

All software or hardware purchased must be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc.

Validation of this must be written into the contract.

## **14. Self Assessment**

Not applicable.

#### **15. Vulnerability Analysis**

Not applicable

#### **16. Logon Banner**

Not applicable.

#### **17. Security Controls**

Not applicable.

#### **18. Contingency Plan**

Not applicable

##### ***1. Background Investigation***

**Instructions:** This topic applies whenever any contractor employee has frequent access to a USGS facility or any unsupervised access to a USGS system (on site or remote access). This topic is largely covered in a separate clause to be inserted by the Contracting Officer (GS1414 or in Denver GS 1419).

Nature of Service	Model SOW Attachment Language				
<b>COTS Hardware or Software:</b>	Not applicable.				
<b>For all other services involving user-level access (or higher) to any USGS/DOI system –</b> <ul style="list-style-type: none"><li>• <i>User Access to USGS IT Systems (includes contracts for other than IT services)</i></li><li>• <i>IT Support services (greater than user access)</i></li><li>• <i>Development or Maintenance of Custom Applications</i></li><li>• <i>On-site contractor support and management of IT system</i></li><li>• <i>Off-site contractor Oversight and Mgmt of IT System</i></li></ul>	<p>Contractor employees who will have access to federal information technology (IT) systems are subject to background investigations by the Federal Office of Personnel Management. Procedures for investigations and obtaining identity credentials are described in clause GS1414 (or GS1419 if working on the Denver Federal Center). The level of investigation required will be the same as would be required for federal employees holding positions involving similar duties.</p> <p>Based on the risk and sensitivity of duties performed and system access authorities to be granted, the following type of background investigations will be required, as described in DOI Departmental Manual Part 441, Chapter 3, Attachment 5 (available at: <a href="http://elips.doi.gov/app_dm/act_getfiles.cfm?relnum=3631">http://elips.doi.gov/app_dm/act_getfiles.cfm?relnum=3631</a>).</p> <table><thead><tr><th>Duties</th><th>Investigation Level</th></tr></thead><tbody><tr><td><i>[List the tasks or system/access triggering the clearance level]</i></td><td><i>[For each task or position, assign</i></td></tr></tbody></table>	Duties	Investigation Level	<i>[List the tasks or system/access triggering the clearance level]</i>	<i>[For each task or position, assign</i>
Duties	Investigation Level				
<i>[List the tasks or system/access triggering the clearance level]</i>	<i>[For each task or position, assign</i>				

<b>Nature of Service</b>	<b>Model SOW Attachment Language</b>
<ul style="list-style-type: none"> <li>• <i>IT Security Services</i></li> </ul> <p><i>[Requisitioner must determine appropriate clearance levels using guidance in DM DOI Departmental Manual Part 441, Chapter 3, Attachment 5 and complete the fill-in section. Human Resources and the system security manager may also be consulted.]</i></p>	<p><i>level 1 – 6, as shown in the DM]</i></p>

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

**Instructions:** This topic applies whenever any contractor employee has unsupervised access to a USGS system (even if only basic network, internet or Lotus email). It is primarily covered in a separate clause to be inserted by the Contracting Officer (GS1405 or GS1406). The DOI model nondisclosure agreement is found at the end of this document.

<b>Nature of Service</b>	<b>Model SOW Attachment Language</b>
<b>COTS Hardware or Software</b>	Not applicable.
<b>For other services involving user-level access (or higher) to any USGS/DOI system-</b> <ul style="list-style-type: none"> <li>• <i>User Access to USGS IT Systems known to contain sensitive or proprietary data</i></li> <li>• <i>IT Support services (greater than user access)</i></li> <li>• <i>Development or Maintenance of Custom Applications</i></li> <li>• <i>On-site contractor support and management of IT system</i></li> <li>• <i>Off-site contractor Oversight and Mgmt of IT System</i></li> <li>• <i>IT Security Services</i></li> </ul>	Prior to receiving access to USGS computers, contractor employees shall be required to sign nondisclosure or other system security agreements, depending on the systems to be used and level of access granted. The required non-disclosure agreement will be similar to the attached but may be customized as needed to reflect the data involved. Restrictions on use, duplication and disclosure of sensitive and proprietary data are covered in clause GS1406.
<i>[If contractor will have access to a Privacy Act covered system of records, add the following paragraphs to the above.]</i>	<p>Work under this contract will involve design, development or operation of (access to) the following system(s) of records containing personal information protected by the Privacy Act (5 U.S.C. Section 552a).</p> <p>System: <i>[Identify covered system(s) to which the contractor may have access]</i></p> <p>Work to be performed: <i>[Summarize the nature of the contractor's use of such records, such as</i></p> <p style="padding-left: 20px;"><i>User-level access to system containing protected records</i></p> <p style="padding-left: 20px;"><i>Operation or maintenance of Privacy Act System of records or computers hosting such system</i></p>

<b>Nature of Service</b>	<b>Model SOW Attachment Language</b>
	<p><i>Design or modification of a Privacy Act system of records ]</i></p> <p>The contractor will not be required or permitted to respond to requests for Privacy Act data or to make decisions about releases of data under the Act. Contractor will ensure its employees are instructed to safeguard against improper use or release of such data and advise them that violation of the Act may involve criminal penalties. The contractor will comply with FAR clause 52.224-2, Privacy Act, incorporated herein by reference, and with DOI Privacy Act regulations at 43 CFR 2, Subpart D, available at: <a href="http://www.doi.gov/foia/43cfbsub.html">http://www.doi.gov/foia/43cfbsub.html</a> .</p>

### **3. Training**

<b>Nature of Service</b>	<b>Model SOW Attachment Language</b>
<b>COTS Hardware or Software</b>	Not applicable.
<p><b>For other services involving user-level access (or higher) to any USGS/DOI system</b></p> <ul style="list-style-type: none"> <li>• <i>User Access to USGS IT Systems (Contracts for other than IT services)</i></li> <li>• <i>IT Support services (greater than user access)</i></li> <li>• <i>Development or Maintenance of Custom Applications*</i></li> <li>• <i>On-site contractor support and management of IT system</i></li> <li>• <i>Off-site contractor Oversight and Mgmt of IT System</i></li> <li>• <i>IT Security Services*</i></li> </ul> <p>* may be "not applicable" if work will be performed off-site and contractor will not have unsupervised access to any USGS system.</p>	<p>Contractor employees shall complete USGS-defined Federal Information Systems Security Awareness computer security training before being granted system access and must renew the training annually. Failure to complete training within the required timeframe may result in loss of system access for that user. Contractor employees with significant IT security responsibilities shall also complete specialized role-based training.</p>

#### **4. Personnel Changes**

<b>Nature of Service</b>	<b>Model SOW Attachment Language</b>
<b>COTS Hardware or Software</b>	Not applicable.
<p><b>For other services involving user-level access (or higher) to any USGS/DOI system</b></p> <ul style="list-style-type: none"> <li>• <i>User Access to USGS IT Systems</i></li> <li>• <i>IT Support services (greater than user access)</i></li> <li>• <i>Development or Maintenance of Custom Applications*</i></li> <li>• <i>On-site contractor support and management of IT system</i></li> <li>• <i>Off-site contractor Oversight and Mgmt of IT System</i></li> <li>• <i>IT Security Services*</i></li> </ul> <p><i>* may be "not applicable" if work will be performed off-site and contractor will not have unsupervised access to any USGS system.</i></p>	<p>Before starting work, the contractor will provide a listing to the COR/technical liaison identifying contractor and subcontractor employees requiring access to USGS systems for performance of work hereunder and will assign each person a unique user ID. The contractor shall immediately advise the USGS Project Officer when any of their personnel no longer require USGS computer access so that those ID's and access privileges can be cancelled. When possible, the COR must be notified in advance of any potentially unfriendly termination of an employee or subcontractor.</p>

## **5. Contractor Location**

**Instructions:** As a practical matter, the requirement for background clearance for user access to USGS system effectively precludes us from allowing performance in a foreign country for any service involving work requiring user access (or greater) to a USGS system. DOI policy is that custom software development and outsourced operations must also be located in the United States to the maximum extent practical. Unless national security issues are involved, we have to stop short of an outright prohibition. If a contractor or prospective offeror proposes to perform some or all of the services abroad, the contractor must provide an acceptable security plan specifically to address mitigation of the resulting problems of communication, control, data protection, personnel clearances, etc. Location within the US may be considered in source selection as part of a security evaluation factor.

Nature of Service	Model SOW Attachment Language
<b>COTS Hardware or Software</b>	Not applicable.
<b>User Access to USGS IT Systems</b>	
<b>For other services involving user-level access (or higher) to any USGS/DOI system</b> <ul style="list-style-type: none"><li>• <i>IT Support services (greater than user access)</i></li><li>• <i>Development or Maintenance of Custom Applications</i></li><li>• <i>On-site contractor support and management of IT system</i></li><li>• <i>Off-site contractor Oversight and Mgmt of IT System</i></li><li>• <i>IT Security Services</i></li></ul>	No portion of the services to be performed hereunder may be performed outside the United States without the express written permission of the Contracting Officer. If a contractor proposes to perform services outside the United States, the contractor must submit a Security Plan to address mitigation of security issues due specifically to location. The Security Plan Template is available upon request from the Contracting Officer. Such proposals will not be accepted unless the contractor can demonstrate that the Government systems or data would be no more vulnerable than if work were performed domestically.

## **6. Applicable Standards**

Nature of Service	Model SOW Attachment Language
<b>Development or Maintenance of Custom Applications</b>	<p>Contractors shall follow the NIST SP 800-64, and the DOI SDLC Security Integration Guide. NIST SP 800-64 is available at <a href="http://csrc.nist.gov/publications/nistpubs/index.html">http://csrc.nist.gov/publications/nistpubs/index.html</a>. The DOI SDLC Security Integration Guide will be provided by the Contracting Officer upon request.</p>
<b>For other services involving user-level access (or higher) to any USGS/DOI system</b> <ul style="list-style-type: none"><li>• <i>COTS Hardware or Software</i></li><li>• <i>User Access to USGS IT Systems</i></li><li>• <i>IT Support services (greater than user access)</i></li><li>• <i>On-site contractor support and management of IT system</i></li><li>• <i>Off-site contractor Oversight and Mgmt of IT System</i></li><li>• <i>IT Security Services</i></li></ul>	Not applicable.

## 7. Asset Valuation

**Instruction:** Applies only to Major Applications and General Support Systems as defined in OMB Circular A-130, Appendix III and NIST SP800-53. For all others, use "Not applicable - not a Major Application or GSS." The security categorization is generally the responsibility of the government unless it is specifically stated in the SOW.

Nature of Service	Model SOW Attachment Language
<b>COTS Hardware or Software</b>	Not applicable.
<b>User Access to USGS IT Systems</b>	Security categorization on USGS systems to which the Contractor may have access under this contract will be conducted by the Government or another of its contractors.
<b>IT Support services (greater than User-level access)</b>	<p><i>[If contractor is not responsible for system security controls, use language from row above.]</i></p> <p><i>[If contractor is responsible for system security controls, use language from row below.]</i></p>
<b>Development or Maintenance of Custom Applications</b>  <b>On-site contractor support and management of IT system</b>	<p>The Government has defined the <i>[insert name of system to be developed, operated or maintained by the contractor]</i> to be a <i>[Major Application]</i>, <i>[Minor Application]</i> or <i>[General support system]</i> as defined in OMB Circular A-130, Appendix III and NIST SP800-53. The following risk and sensitivity levels have been assigned based on the FIPS 199 and the NIST SP 800-60.</p> <p>Mission impact:</p> <p>Data sensitivity</p> <p>Risk level:</p> <p>Bureau/departmental/national criticality:</p>
<b>Off-site contractor Oversight and Mgmt of IT System</b>	The Contractor shall use the FIPS 199 and the NIST SP 800-60 to determine information types and security categorization based on mission impact, data sensitivity, risk level, and bureau / departmental / national criticality for Contractor-owned and operated systems used to provide services under this contract. Solicitations must include either the complete publication or a reference to public facilities, such as a website or office, where it may be accessed.
<b>IT Security Services *</b> <i>[Applies only if the purpose of the contract includes obtaining asset valuation services.. Otherwise, use "not applicable."]</i>	The Contractor shall use the FIPS 199 and the NIST SP 800-60 to determine information types and security categorization based on mission impact, data sensitivity, risk level, and bureau / departmental / national criticality for Contractor-owned and operated systems used to provide services under this contract. Solicitations must include either the complete publication or a reference to public facilities, such as a website or office, where it

<b>Nature of Service</b>	<b>Model SOW Attachment Language</b>
	may be accessed.

## 8. Property Rights

Nature of Service	Model SOW Attachment Language
<p><b>COTS Hardware or Software</b></p> <p><i>Amplify if greater rights than these minimum are needed. Examples of greater rights may be those necessary for networking purposes or use of the software from remote terminals communicating with a host computer where the software is located. In addition, the specification or work statement must adequately describe the computer programs and/or data bases, the physical form of delivery, and any necessary documentation.</i></p> <p><i>If the acquisition is by lease or license: Also address the disposition of the computer software (by returning to the vendor or destroying) at the end of the term of the lease or license</i></p>	<p><i>[If order under FSS or other existing contract vehicle:]</i></p> <p>Rights to software acquired hereunder are set forth in the basic contract.</p> <p><i>[If open market contract or purchase order:]</i></p> <p>The Government's rights in software delivered hereunder shall be as described in software developer's commercial software license agreement or the clause FAR 52.227-19, Commercial Computer Software-Restricted Rights, whichever is greater.</p>
<p><b>Development or Maintenance of Custom Applications</b></p>	<p>The Government shall be granted unlimited rights in software or data produced hereunder as described in FAR clause 52.227-17, Rights in Data—Special Works, incorporated by reference herein.</p>
<p><b>User Access to USGS IT Systems (Non-IT services)</b></p>	<p>Not applicable.</p>
<p><b>IT Support services (User-level or greater access) On-site contractor support and management of IT system Off-site contractor Oversight and Mgmt of IT System</b></p>	<p><i>[Select either COTS or custom software language as applicable. If both apply, identify software/data deliverables governed by each clause.]</i></p>
<p><b>IT Security Services</b></p>	<p>Not applicable.</p>

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

Nature of Service	Model SOW Attachment Language
<b>COTS Hardware or Software</b>	Not applicable.
<b>User Access to USGS IT Systems</b>	
<b>Development or Maintenance of Custom Applications</b>	Software will be independently verified and validated by the Government or another selected contractor prior to being moved into production.
<b>IT Support services (greater than user access)</b>	
<b>On-site contractor support and management of IT system</b>	<i>[Select paragraph from row above or below, depending on who will perform this function.]</i>
<b>Off-site contractor Operation and Mgmt of IT System</b>	Contractor will ensure that independent verification and validation is performed on software deployed on contractor managed systems containing USGS data, in accordance with DOI SDLC Security Integration Guide <a href="http://internal.usgs.gov/gio/security/doi_sdlc_security_integration_guide_for_doi_it_systems_attachment.pdf">http://internal.usgs.gov/gio/security/doi_sdlc_security_integration_guide_for_doi_it_systems_attachment.pdf</a>
<b>IT Security Service*</b>  <i>[Applies only if the purpose of the contract includes obtaining IV&amp;V services. Otherwise, use "not applicable."]</i>	Contractor will perform independent verification and validation services on the following systems <i>[or for the following software applications:]</i>  <i>[Identify which USGS software the contractor will be responsible for testing]</i>  IV and V will be conducted in accordance with DOI SDLC Security Integration Guide <a href="http://internal.usgs.gov/gio/security/doi_sdlc_security_integration_guide_for_doi_it_systems_attachment.pdf">http://internal.usgs.gov/gio/security/doi_sdlc_security_integration_guide_for_doi_it_systems_attachment.pdf</a>

## ***10. Certification & Accreditation***

<b>Nature of Service</b>	<b>Model SOW Attachment Language</b>
<b>COTS Hardware or Software</b>	Not applicable.
<b>Development or Maintenance of Custom Applications*</b>  <i>*Applies only if the purpose of the contract includes obtaining C&amp;A services. Otherwise, use "not applicable."</i>	<p>The contractor will perform Certification and Accreditation (C&amp;A) services on the application developed or maintained hereunder prior to going into production. The application must be re-accredited every three years or whenever there is a major change that affects security. C&amp;A documents will be provided to the COR in both hard copy and electronic forms. The contractor must follow NIST SP 800-37, 800-18, 800-30, 800-60, 800-53A, Federal Information Processing Standard (FIPS) 199 and 200, the associated DOI guides/templates, the DOI Security Test &amp; Evaluation (ST&amp;E) Guide, and the DOI Privacy Impact Assessment. NIST documents are available on the internet at <a href="http://csrc.nist.gov/publications/nistpubs/">http://csrc.nist.gov/publications/nistpubs/</a>. FIPS documents are available on the internet at <a href="http://csrc.nist.gov/publications/nistpubs/">http://csrc.nist.gov/publications/nistpubs/</a>. The contractor may request copies of DOI documents by contacting the Contracting Officer.</p> <p>The government reserves the right to conduct the ST&amp;E, using either Government personnel or an independent contractor.</p> <p>The contractor will take immediate and timely action to correct or mitigate any weaknesses discovered as necessary to bring the application or system into compliance with the above requirement.</p>
<b>User Access to USGS IT Systems</b>  <b>IT Support services (greater than user access)</b>	Certification and Accreditation on USGS systems to which the Contractor may have access under this contract will be conducted by the Government or another of its contractors.

Nature of Service	Model SOW Attachment Language
<b>On-site contractor support and management of IT system</b>  <b>Off-site contractor Operation and Mgmt of IT System</b>	<p>The Contractor must maintain systems that are compliant with NIST SP 800-18, 800-30, 800-37, 800-53A, 800-60, Federal Information Processing Standard (FIPS) 199 and 200, the associated DOI guides/templates, the DOI Security Test &amp; Evaluation (ST&amp;E) Guide, and the DOI Privacy Impact Assessment.</p> <p>As required by the above, Major Applications and General Support Systems shall be certified and accredited (C&amp;A) prior to going into production and re-accredited every three years or whenever there is a major change that affects security. C&amp;A documents will be provided to the COR in both hard copy and electronic forms.</p> <p>NIST documents are available on the internet at <a href="http://csrc.nist.gov/publications/nistpubs/">http://csrc.nist.gov/publications/nistpubs/</a>. The contractor may request copies of DOI documents by contacting the Contracting Officer.</p> <p>The government will reserve the right to conduct the ST&amp;E, using either Government personnel or an independent contractor.</p> <p>The contractor will take immediate and timely action to correct or mitigate any weaknesses discovered as necessary to bring the application or system into compliance with the above requirement.</p>
<b>IT Security Service*</b>  <i>*Applies only if the purpose of the contract includes obtaining C&amp;A services. Otherwise, use "not applicable."</i>	<p>The contractor will perform Certification and Accreditation (C&amp;A) services on the specified USGS system (s). C&amp;A documents will be provided to the COR in both hard copy and electronic forms. The contractor must follow NIST SP 800-37, 800-18, 800-30, 800-60, 800-53A, Federal Information Processing Standard (FIPS) 199 and 200, the associated DOI guides/templates, the DOI Security Test &amp; Evaluation (ST&amp;E) Guide, and the DOI Privacy Impact Assessment. NIST documents are available on the internet at <a href="http://csrc.nist.gov/publications/nistpubs/">http://csrc.nist.gov/publications/nistpubs/</a>. FIPS documents are available on the internet at <a href="http://csrc.nist.gov/publications/nistpubs/">http://csrc.nist.gov/publications/nistpubs/</a>. The contractor may request copies of DOI documents by contacting the Contracting Officer.</p> <p>The contractor must provide a report recommending actions the Government or its contractors should take to correct or mitigate any weaknesses discovered.</p>

**11. Internet Logon Banner:**

Nature of Service	Model SOW Attachment Language
<b>COTS Hardware or Software</b>	Not applicable.
<b>Development or Maintenance of Custom Applications</b>	Web-based applications developed or maintained under this contract must contain a USGS approved logon banner. See <a href="http://internal.usgs.gov/gio/security/standard_usgs_logon_banner.doc">http://internal.usgs.gov/gio/security/standard_usgs_logon_banner.doc</a> .
<b>User Access to USGS IT Systems (other than IT services)</b>	Not applicable. Contractor will not be required to develop or maintain any public internet pages under this contract.
<b>IT Security Services</b>	
<b>IT Support services (User-level or greater access)</b>	Not applicable.
<b>On-site contractor support and management of IT system</b>	Web-based applications developed or maintained under this contract must contain a USGS approved logon banner. See <a href="http://internal.usgs.gov/gio/security/standard_usgs_logon_banner.doc">http://internal.usgs.gov/gio/security/standard_usgs_logon_banner.doc</a> .
<b>Off-site contractor Oversight and Mgmt of IT System</b>	

**12. Incident Reporting:**

Nature of Service	Model SOW Attachment Language
<b>COTS Hardware or Software</b>	Not applicable.
<b>For services involving user-level access (or higher) to any USGS/DOI system</b> <ul style="list-style-type: none"> <li>• <i>User Access to USGS IT Systems</i></li> <li>• <i>IT Support services (greater than user access)</i></li> <li>• <i>Development or Maintenance of Custom Applications*</i></li> <li>• <i>On-site contractor support and management of IT system</i></li> <li>• <i>Off-site contractor Oversight and Mgmt of IT System</i></li> <li>• <i>IT Security Services*</i></li> </ul> <p><i>* Applies only if contractor is working on-site or has non-supervised access to a USGS system. Otherwise, use "not applicable."</i></p>	Contractor employees must report any computer security incidents (viruses, intrusion attempts, system compromises, offensive e-mail, etc.) which may affect Government data or systems in accordance with the DOI Computer Incident Response Guide. Report computer security incidents to USGS help desk or Security Point Of Contact (SPOC). In many cases, your local system administrator is your Security Point Of Contact. The help desk or SPOC will investigate and coordinate with the Computer Security Incident Response Team (CSIRT).

**13. Quality Control (Malicious Code):**

Nature of Service	Model SOW Attachment Language
<b>COTS Hardware or Software</b>	All software or hardware purchased must be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc.
<b>Development or Maintenance of Custom Applications</b>	Validation of this must be written into the contract.
<b>User Access to USGS IT Systems</b>	
<b>IT Support services (User-level or greater access)</b>	
<b>On-site contractor support and management of IT system</b>	
<b>Off-site contractor Oversight and Mgmt of IT System</b>	
<b>IT Security Services</b>	

**14. Self Assessment:**

**Instruction:** Applies only to Major Applications and General Support Systems as defined in OMB Circular A-130, Appendix III and NIST SP800-53. For all others, use "Not applicable – not a Major Application or GSS."

Nature of Service	Model SOW Attachment Language
<b>COTS Hardware or Software</b>	Not applicable.
<b>User Access to USGS IT Systems</b>	Self-assessment on USGS systems to which the Contractor may have access under this contract will be conducted by the Government or another of its contractors.
<b>IT Support services (greater than User-level access)</b>	<i>[Select paragraph from row above or below, depending on who will perform this function.]</i>
<b>Development or Maintenance of Custom Applications</b> <b>On-site contractor support and management of IT system</b> <b>Off-site contractor Oversight and Mgmt of IT System</b>	The contractor shall conduct an annual self assessment in accordance with NIST SP 800-53 on major applications and General Support Systems operated or maintained under this contract and on any and outsourced applications in production, or other off-site systems used by the contractor for performance under this contract. NIST documents are available on the internet at <a href="http://csrc.nist.gov/publications/nistpubs/">http://csrc.nist.gov/publications/nistpubs/</a> . Both hard copy and electronic copies of the assessment will be provided to the COR.  The government will reserve the right to conduct such an assessment using Government personnel or another contractor.  The contractor will take immediate action to correct or mitigate any weaknesses discovered during such testing to ensure that all systems meet security standards specified elsewhere in this work statement.
<b>IT Security Services</b>	For requisitions to provide this task, the contractor shall conduct the annual self assessment in accordance with NIST SP 800-53 on systems identified by the Government for testing. NIST documents are available on the internet at <a href="http://csrc.nist.gov/publications/nistpubs/">http://csrc.nist.gov/publications/nistpubs/</a> . Both hard copy and electronic copies of the assessment will be provided to the COR.

**15. Vulnerability Analysis:**

Nature of Service	Model SOW Attachment Language
<b>COTS Hardware or Software</b>	Not applicable
<b>Development or Maintenance of Custom Applications</b>	Vulnerability Analysis on USGS systems to which the Contractor may have access under this contract will be conducted by the Government or another of its contractors.
<b>User Access to USGS IT Systems</b>	Vulnerability Analysis on USGS systems to which the Contractor may have access under this contract will be conducted by the Government or another of its contractors.
<b>IT Support services (greater than User-level access)</b>	<i>[Select paragraph from row above or below, depending on who will perform this function.]</i>
<b>On-site contractor support and management of IT system</b>  <b>Off-site contractor Oversight and Mgmt of IT System</b>	<p>All systems operated and managed by the contractor shall be scanned monthly with a vulnerability analysis tool provided by the Government. All "safe" or "non-destructive" checks must be turned on. All electronic copy of each report and session data shall be provided to the COR.</p> <p>The Government may conduct additional independent vulnerability scans, prearranged or unannounced. All high risk systems and systems accessible from the Internet will be tested for penetration. Independent testing may be performed by the Government or by another contractor.</p> <p>The contractor shall take immediate action to correct or mitigate any weaknesses discovered during any vulnerability testing, as needed to bring the system into compliance with security standards invoked elsewhere in this work statement.</p>
<b>IT Security Services</b>	The contractor will perform security testing on designated USGS/DOI systems using testing techniques described in NIST SP800-42, Guideline on Network Security Testing, including vulnerability analysis and penetration testing. When DOI provides the testing tool, all "safe" or "non-destructive" checks must be turned on. All electronic copy of each report and session data shall be provided to the COR.

**16. Logon Banner:**

Nature of Service	Model SOW Attachment Language
<b>COTS Hardware or Software</b>	Not applicable.
<b>Development or Maintenance of Custom Applications</b>	Applications developed or maintained under this contract must contain a USGS approved logon warning advising users of rules, restrictions, and privacy expectations for that application. The text of such warning will be provided by the COR.
<b>User Access to USGS IT Systems</b>  <b>IT Support services (greater than user access)</b>  <b>IT Security Service *</b>  <i>* Applies if contractor may need access to any USGS system</i>	When presented with the USGS logon banner, contractor employees shall read and acknowledge a Government approved logon warning.
<b>On-site contractor support and management of IT system</b>  <b>Off-site contractor Operation and Mgmt of IT System</b>	When presented with the USGS logon banner, contractor employees shall read and acknowledge a Government approved logon warning. Contractor will maintain and update such warnings to accommodate updated regulations and new concerns, as required by the COR.
<b>IT Security Service *</b>  <i>* Applies if contractor will not have user access to any USGS system.</i>	Not applicable. Contractor will not have user access to any USGS system.

**17. Security Controls:**

Nature of Service	Model SOW Attachment Language
COTS Hardware or Software	Not applicable.
<b>Development or Maintenance of Custom Applications*</b>	<p>The Contractor shall be responsible for Information Technology security for all non-government-owned systems used in the development of and systems intended for eventual delivery to the USGS/DOI in fulfillment of contract requirements. This includes information technology, hardware, software, databases, networks, and telecommunications systems.</p> <p>Security functionality in applications or integrated systems delivered hereunder must operate with the Government systems on which or with which it will eventually be deployed. Products delivered hereunder must not cause misoperation of government resources or loss of integrity, confidentiality, or availability of electronic information or data.</p> <p><i>* Below Applies only if contractor creates login access to a USGS application. Otherwise, use "not applicable."</i></p> <p>The Contractor shall ensure compliance with the security control requirements of the current version of NIST SP 800-53 and FIPS 200 appropriate to the sensitivity and criticality of the application/system, assigned by the Government based on FIPS 199 and the DOI Asset Valuation Guide. NIST documents are available on the internet at <a href="http://csrc.nist.gov/publications/nistpubs/">http://csrc.nist.gov/publications/nistpubs/</a>. FIPS documents are available on the internet at <a href="http://csrc.nist.gov/publications/nistpubs/">http://csrc.nist.gov/publications/nistpubs/</a>. DOI documents will be provided by the Contracting Officer upon request.</p>
User Access to USGS IT Systems	Not applicable.
<b>IT Support services (greater than User-level access)*</b>	<i>[Select paragraph from row above or below, depending on who will perform this function.]</i>
<b>On-site contractor support and management of IT system</b>	<p>The Contractor shall ensure compliance with the security control requirements of the current version of NIST SP 800-53 and FIPS 200 appropriate to the sensitivity and criticality of the application/system, assigned by the Government based on FIPS 199 and the DOI Asset Valuation Guide. NIST documents are available on the internet at <a href="http://csrc.nist.gov/publications/nistpubs/">http://csrc.nist.gov/publications/nistpubs/</a>. FIPS documents are available on the internet at <a href="http://csrc.nist.gov/publications/nistpubs/">http://csrc.nist.gov/publications/nistpubs/</a>. DOI documents will be</p>

<b>Nature of Service</b>	<b>Model SOW Attachment Language</b>
	provided by the Contracting Officer upon request.
<b>Off-site contractor Oversight and Mgmt of IT System</b>	<p>The Contractor shall be responsible for Information Technology security for all contractor-operated systems connected to a USGS/DOI network, regardless of location. The Contractor shall ensure compliance with the security control requirements of the current version of NIST SP 800-53 and FIPS 200 appropriate to the sensitivity and criticality of the application/system. FIPS 199 and the DOI Asset Valuation Guide shall be used to determine the applications/systems sensitivity and criticality. NIST documents are available on the internet at <a href="http://csrc.nist.gov/publications/nistpubs/">http://csrc.nist.gov/publications/nistpubs/</a>. FIPS documents are available on the internet at <a href="http://csrc.nist.gov/publications/nistpubs/">http://csrc.nist.gov/publications/nistpubs/</a>. DOI documents will be provided by the Contracting Officer upon request.</p>
<b>IT Security Services</b>	<p><i>[Service is not suitable for acquisition separately from system operation]</i></p>

## **18. Contingency Plan:**

**Instructions:** Contractor's responsibilities during a contingency operation or in contingency planning can vary widely. Examples:

- Contractor will provide advisory service specifically for development of a contingency plan for a USGS system, with no role or responsibility in the event of an actual contingency operation.
- Contractor will be responsible for developing, maintaining and executing a contingency plan for a contractor operated and managed system
- Contractor will be responsible for executing a portion of a USGS-developed system contingency plan, such as responsibility for performing or assisting in recovery and re-establishment of service at an alternate location.
- Contractor has no critical function to perform in the event of a contingency operation and should stop work until notified by the Government where and when to resume contract performance.

In addition to incorporation of basic language provided below, the work statement needs to specify what the contractor's responsibilities will be in the event of a contingency operation and what the Contractor's contingency plan needs to cover. If the contractor has no critical responsibilities, then he should only be required to provide contact information for USGS and a plan for communication with his employees.

Nature of Service	Model SOW Attachment Language
<b>COTS Hardware or Software</b>  <b>Non-IT Services involving User Access to USGS IT Systems *</b>  * If the Government contingency plan depends on this contractor as part of our contingency response, this should be addressed in the work statement, but as the contract is not for IT services, the need for this coverage and plan is not an IT security issue.	Not applicable
<b>Development or Maintenance of Custom Applications*</b>  <i>If contract is for one-time development with no continuing support responsibilities, use "not applicable"</i>	The Contractor shall submit a contingency plan for restoration and testing of software and resumption of maintenance support during a contingency operation. The plan must conform to applicable portions of NIST SP 800-34 and DOI IT Systems Contingency Plan Guide. The Contractor shall submit contingency plans to the COR. NIST documents are available on the internet at <a href="http://csrc.nist.gov/publications/nistpubs/">http://csrc.nist.gov/publications/nistpubs/</a> . The contractor can request copies of the DOI IT Systems Contingency Plan Guide by contacting the Contracting Officer.

<b>Nature of Service</b>	<b>Model SOW Attachment Language</b>
<b>IT Support services (User-level access or greater)</b>	Not applicable.
<b>On-site contractor support and management of IT system</b>  <b>Off-site contractor Oversight and Mgmt of IT System</b>	The Contractor shall submit a contingency plan in accordance with NIST SP 800-34 and DOI IT Systems Contingency Plan Guide. The Contractor shall submit contingency plans to the COR. NIST documents are available on the internet at <a href="http://csrc.nist.gov/publications/nistpubs/">http://csrc.nist.gov/publications/nistpubs/</a> . The contractor can request copies of the DOI IT Systems Contingency Plan Guide by contacting the Contracting Officer.
<b>IT Security Services</b>  <i>[Applies only if the purpose of the contract includes obtaining contingency planning services. Otherwise, use "not applicable."]</i>	The Contractor shall submit a contingency plan in accordance with NIST SP 800-34 and DOI IT Systems Contingency Plan Guide. The Contractor shall submit contingency plans to the COR. NIST documents are available on the internet at <a href="http://csrc.nist.gov/publications/nistpubs/">http://csrc.nist.gov/publications/nistpubs/</a> . The contractor can request copies of the DOI IT Systems Contingency Plan Guide by contacting the Contracting Officer.

### **CONTRACTOR EMPLOYEE NON-DISCLOSURE AGREEMENT**

It is understood that as part of my official duties under Contract No. (TBD), I may come in contact with Government procurement sensitive information or proprietary business information from other contractors (e.g., cost data). I, as an official Government contractor, certify that I will not disclose, publish, divulge, release, or make known, in any manner or to any extent, to any individual other than an appropriate or authorized Government employee, the content of any procurement sensitive information provided during the course of my employment. I understand that for the purpose of this agreement, procurement sensitive information is to include procurement data, contract information, plans, strategies and any other information that may be deemed sensitive.

I further certify that I will use proprietary business information only for official purposes in the performance of Contract No. (TBD), and will disclose such information only to those individuals who have a specific need to know in performance of their official Government duties. I hereby agree not to disclose to others any contractual information, including, but not limited to, proprietary information, trade secrets, financial data, technical proposals which will be presented to me by the Contracting Officer or other Government Official. I agree that the described information is "inside information" and shall not be used for private gain by myself or another person, particularly one with whom I have family, business, or financial ties. For the purposes of this agreement, "inside information" means information obtained under Government authority which has not become part of the body of public information. I specifically will not disclose any such information to employees of my company or any other contractor employees who have not signed this agreement. I will take all reasonable precautions to prevent the unauthorized disclosure and use of such information.

I hereby certify that I have read the non-disclosure agreement described above and I am familiar with the directives and policies governing the disclosure of procurement sensitive information. I will fully and completely observe these directives and will not disclose such information to any unauthorized person, or use any information obtained for private use or gain at any time, including subsequent to the performance of duties under (TBD).

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NAME (Please Print)

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SIGNATURE

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DATE