SECTION B – SUPPLIES, SERVICES AND PRICES

The Government has set a ceiling of $300,000,000.00.

B.1 GS1385 - INDIRECT COST – BILLING AND CEILING RATES

a) As provided in FAR 52.216-7, Allowable Cost and Payment, the contractor will invoice using interim billing rates approved by the Contracting Officer or cognizant Government auditor. The contractor shall notify the Contracting Officer of any proposed or approved billing rate changes. Once approved, the new interim billing rates may be applied prospectively or retroactively, as necessary to prevent substantial overpayment or underpayment.

(b) Ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any amount on account of indirect costs in excess of the ceiling rate(s) listed below:

Cost	Contract Year	Ceiling Rate	Base
Overhead	All Years		Direct Labor
Procurement Burden	All Years		Subcontract Costs and Materials
G&A	All Years		Total Costs less Subcontractors & Materials
Fee/Profit	All Years		

The ceiling rate(s) specified above is/are applicable from the effective date of the contract through the end of the period of performance. In the event final indirect cost rates are less than the negotiated ceiling rates above, the ceiling rates will be reduced to conform to the lower rates.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS - PERFORMANCE WORK STATEMENT

U.S. GEOLOGICAL SURVEY

EARTH RESOURCES OBSERVATION AND SCIENCE (EROS) CENTER

TECHNICAL SUPPORT SERVICES CONTRACT

C.1 BACKGROUND

The Earth Resources Observation and Science (EROS) Center was established in 1971 to receive, process, and distribute data from Landsat satellites, as well as aerial photographs and other data gathered for the U.S. Geological Survey (USGS) and other agencies. EROS is located 16 miles northeast of Sioux Falls, South Dakota.

The mission of EROS has evolved and today EROS is a USGS science center and one of the world's largest land remote sensing centers, the operator of the Landsat 7 and Landsat 8 earth imaging satellites, operator and maintainer of the National Satellite Land Remote Sensing Data Archive, and operator and maintainer for NASA of their Land Processes Distributed Active Archive Center (LPDAAC). Additionally EROS has been designated as a Core Data Center by the Department of Interior and USGS as part of the Federal Data Center Consolidation Initiative.

Today at EROS, approximately 140 Government employees comprise 23 percent of the Center's workforce. The remaining 78% are contractors. A combined Government and contractor work environment has proven to be successful for over 40+ years at EROS. This partnership combines government and industry strengths and ensures workforce flexibility.

Work under this contract includes, but is not limited to software development, systems engineering, project management, computer operations/systems administration, network engineering, satellite data acquisition, scanning of aerial photography, long-term data preservation, data distribution, data management (including ingest, archive, and access), and scientific applications of satellite remote sensing data (such as applications to address issues of sustainable development, resource management, land cover change, and famine early warning in many countries around the world).

The table below identifies historical labor trends for the Technical Support Services Contract (TSSC) workforces. The information is based on several basic labor classifications and the historical level of effort for each for the last four (4) contract years. This solicitation includes actions under the previous TSSC contract.

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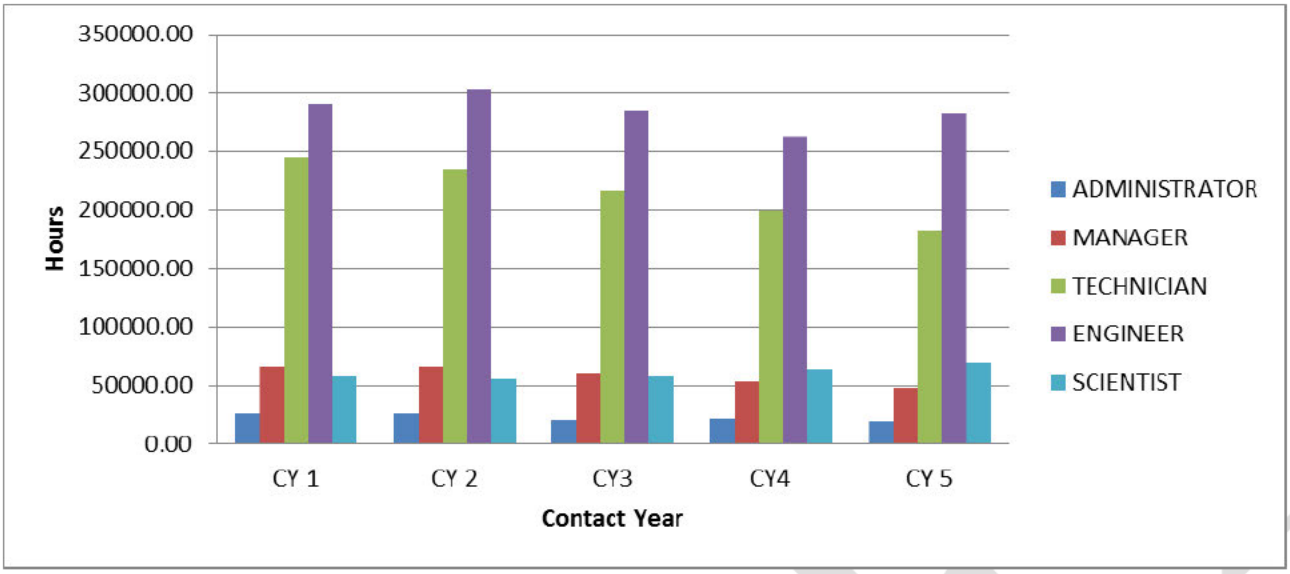

C.2 OVERVIEW

The EROS Center advances remote sensing research and science applications that increase an understanding of our planet and help address societal needs. The USGS/EROS is responsible for

- Satellite operations of the current Landsat missions (Landsat 7 and Landsat 8) and any future Landsat missions to include development and operation of the ground systems
- Satellite data reception, processing, archiving, distribution
- Research for remotely sensed data and other forms of geographic information.
- Collection and distribution of many types of remotely sensed and earth science data
- Conducting research and development of applications for use of land information to better understand the earth.
- EROS has been designated as a Core Data Center by the Department of Interior and USGS as part of the Federal Data Center Consolidation Initiative, and as such EROS hosts IT systems from other Federal government organizations.

For a more detailed overview please refer to the EROS home page at http://eros.usgs.gov

C.3 PURPOSE

This Performance Work Statement (PWS) defines the requirements for science, engineering and technical support necessary to assist the USGS EROS Center in fulfilling its mission. These requirements include, but are not limited to, technical support in the functional areas of statistical analysis, algorithm development, data analysis, software engineering, systems engineering, network engineering, information

technology, information assurance/security, computer operations, satellite data reception and processing, systems maintenance, archiving and data management, and user support.

C.4 GENERAL SCOPE

The Contractor shall furnish all labor and materials that are not provided by the Government (as specifically listed in the contract as GFE) to provide contract services and deliverables in accordance with the terms and conditions herein and the specifications set for under the IDIQ. All technical support requirements will be communicated by the Government via Statements of Objective (SOO) or Statements of Work (SOW) and result in task orders. This work statement defines the broad scope of work areas in which defined task orders may be issued. The contractor performance shall be in compliance with Federal, agency and EROS specific policies, procedures, and regulations as specified in the contract. Potential exists for increases or decreases in the contract activities due to appropriation level changes or program changes to include future satellite missions, national security programs (such as Unmanned Aerial work), unanticipated mission failures or decommissioning, new partnerships (e.g., Experimental Airborne Advanced Research Lidar (EAARL)), and other various increases or decreases from various USGS programs or reimbursable funding from partners:

The following work is expressly excluded from the scope of this contract:

a. Services covered under other EROS support contracts, including janitorial, grounds maintenance, construction maintenance of physical facility, mailroom, logistics and warehouse, guard services, and specific lead scientific research.
b. Support services for USGS components other than work performed for EROS projects or projects requiring EROS on-site support.

C.4.1 Science Support

A key mission element of the EROS Center is to promote new uses and new understanding of land information, so that others can better understand our planet. The work demonstrates to the world the high value of the National Satellite Land Remote Sensing Data Archive and related information.

Applications include land resource management, land process monitoring and modeling, natural hazards, and global change studies. Cooperation with established and potential users of remote sensing data is required in order to meet their discipline-specific information needs. The work involves use of advanced processing techniques to ingest, display, and analyze land surface data such as geology, soils, vegetation, hydrology, and land use. These data are analyzed in combination with remotely sensed data to monitor environmental change, characterize landscapes, and contribute to the study of land processes on regional, continental, and global scales. Activities include:

- identifying data and information requirements of the land management and earth science community for understanding Earth systems, climate change, and identifying relevant information that can be derived using remotely sensed data and other geocoded data;
- developing techniques to format and display earth science data and information for inventorying, monitoring, and managing Earth resources;
- prototyping and developing advanced scientific infrastructure to support near real-time land

change detection and tiled, multi-temporal access to support scientific assessment and applications;

- promoting the use of appropriate standards in the transfer of geospatial data, development of metadata, and generation of application products;
- assisting in the design and implementation of complex spatial analysis models that incorporate satellite, spatial, and disparate tabular data, and developing predictive models related to land processes, human activities and global climate change;
- transferring remote sensing and spatial data analysis technologies to users such as cooperative applications projects, and technical consultations;
- conducting user requirements investigations and systems capabilities assessments;
- documenting results via USGS-sanctioned publications;
- providing day-to-day user assistance regarding remote sensing and spatial data handling technologies and applications;
- carrying out other functions, such as cooperation with professional societies;
- coordinating and preparing periodic reporting, including quarterly and annual reports.

Investigations are required in the areas of radiometric, geometric, spatial, spectral, and temporal characteristics of data received from various sensor systems. This understanding is required to identify and correct systematic observational biases or instrument artifacts, and to enable scientists to accurately relate sensor data to surface phenomena. Technical support will be required in the following:

- developing physical models necessary for investigating new processing techniques and validation procedures to understand orbital and imaging properties of sensors, atmospheric radiative transfer, and first-order surface processes required to simulate data acquisition;
- developing new and improved processing methods, such as data retrieval procedures, image compression, geometric correction, radiometric and spectral calibration, noise filtering, and spatial deconvolution and re-sampling;
- developing exploratory data analysis and data visualization tools to aid in the analysis of sensor characterization;
- developing new and improved production algorithms, providing support to other projects, as required, and publishing technical reports.

Also required are investigations to derive useful land information from geospatial and (especially) remotely sensed data. This activity requires close cooperation with users to identify their information needs. The workforce utilizes remote sensing data and computer systems to develop (1) techniques for digital image processing, (2) techniques for spatial data handling, and (3) new data products. Specific areas of technical focus that will require support are:

- improving image processing methods for the production of digital image data and enhance image processing techniques (i.e., change detection, spatial and frequency domain filtering, image enhancement, and image classification);
- Developing spatial data handling methods for the analysis and understanding of spatial data. This includes enhancement of spatial analysis tools and exploratory data analysis and data visualization tools. This also includes the integration of data models, databases and analytic methods within geographic information systems (GIS), development of techniques for

incorporating image and non-image data into GIS, and the investigation of spatial data quality measures;

- Prototyping methods and techniques to create new products for distribution by EROS. This includes assessment of the needs of the user community, development of prototype data products that address user needs, and transfer of product generation methods to production staff.

C.4.2 Data and Information Support

EROS provides customers, cooperators, partners, and scientists with information about and access to Earth science and digital cartographic data sets distributed by the EROS. Products are available to customers in a variety of formats.

The contractor shall provide customer support, which includes providing prompt and professional service for information, assistance with data base searches, and ordering related to all products and services; providing applications support and consultation to users of remotely sensed and geospatial data products; and assisting users in selecting and working with data appropriate for their requirements. Customer contacts occur via telephone, facsimile, electronic mail, web-based customer interfaces, regular mail, and walk-in visitors.

The contractor shall provide support associated with archiving, which involves data management and maintaining the integrity of the digital and film archives, monitoring the integrity of data inventories on computer systems, receiving and inventorying new data, performing data quality assessments, designing data bases, entering data into and updating data bases, scanning the film archive and making it available in digital form, development, operations, and maintenance of public, web-based user interfaces, and disseminating data base information. Digital and film archives shall be monitored for media degradation and technical staff shall keep abreast of new and emerging technologies associated with digital recording media and techniques and recommend data conversion to avoid both technology obsolescence and media degradation within the archive.

The contractor shall provide support that includes the management of information systems used to reference and provide user access to data. Information management includes requirements analysis, data base planning, data base development, and researching technologies associated with information services on the World Wide Web (WWW), cloud computing infrastructure; metadata gathering, preparation, and maintenance in compliance with federal, department and agency standards and guidelines; and the design and development of web-enabled data discovery and order.

C.4.3 Systems Operations and Maintenance Support

The projects of the Center require a broad range of computer systems operations and maintenance services and support. The services and support functions range from basic office automation support to high-performance computing, storage, and networking. The Contractor support shall include such services as the operation of computers, peripherals, and specialized equipment; hardware maintenance; digital tape library operation; network maintenance; systems administration; operating and maintaining film scanners; and maintenance contract administration. Also, the contractor shall provide support pertaining to center-wide Information Technology (IT) such as the Center help desk (Tier 1 support), computer/peripheral installation,

troubleshooting, and maintenance (Tier 2 support), center-wide software license management, hardware management through a shared equipment pool, and technical instruction services. Additional IT services include integration of center-wide capabilities utilizing Enterprise IT solutions, network engineering and maintenance services (Local, Campus, and Wide Area Networks), Information Assurance and security monitoring, documentation, and patching, support for Data Center Consolidation efforts, and on-going support for systems from other agencies hosted at EROS. The contractor will ensure that Role-Based Access Control (RBAC) standards are followed. For instance, a contractor with Firewall Administrator rights will not have administrator rights to other areas, and will not share passwords across systems and security zones.

The contractor shall provide system administration and maintenance support services, which include such work activities as:

- Troubleshoot installing, maintaining and supporting operating systems, applications, utilities, on-line resources, and other common use software including troubleshooting and performance tuning; supporting the installation and testing of security patches, new operating system software releases, vendor package installation and upgrades, and specialized hardware devices;
- optimize current change management practices, work flows, hardware and software standards, and patch management processes;
- performing process improvement reviews and architecture design reviews / recommendations focusing on cost, benefits and risk;
- providing and coordinating engineering and repair of electronic/IT equipment at EROS;
- performing tasks related to IT system administration, information security, risk management, resource utilization, and cost allocation;
- installing and integrating new computers (e.g., laptops, thin clients, and workstations), servers (virtual and stand-alone), storage, special purpose systems, subsystems, peripherals and other electronic equipment;
- establishing, monitoring and/or performing preventive maintenance activities, making repairs as necessary, designing modifications to IT and electronic equipment to improve performance, and overseeing on site activities of equipment vendors during major equipment repairs or installations;
- monitoring equipment failures, spare parts usage, and vendor call ins to establish and maintain a viable spare parts inventory;
- making Course of Action (COA) recommendations related to equipment purchase, replacement, enhancement, and maintenance;
- recommending, ordering, and installing all engineering change notices received from the various manufacturers required to keep systems current.

The contractor shall provide computer operations support services, which include such work activities as:

- operating all computers, peripherals, and specialized equipment within the computer room and in designated secure areas;
- operating and maintaining film scanners in designated secure areas;
- preparing, coordinating, scheduling, and performing production control and dissemination of scheduled computer tasks and resulting outputs;
- documenting and maintaining forms, logs, and standard operational procedures and processes;
- ensuring disaster recovery and business continuity of operations are documented, updated and

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tested as well as performing and maintaining required file backups to ensure against loss of data;

- inspecting and verifying incoming digital media for ingest processing and subsequent archiving;
- ensuring expendable supplies are kept at levels appropriate for contractor operations;
- ensuring that the computer room and support infrastructures are maintained and consistent with known computer room standards. Responsibilities extend to supporting and assisting projects and Center Facilities Management with monitoring and reporting environmental (e.g., temperature, humidity, and dust levels), system uptime and achievement of service level agreements, infrastructure planning such as anticipated electrical changes (system moves or adds), space utilization planning and design;
- performing process improvement reviews and architecture design reviews / recommendations focusing on cost, benefits, and risk.

The contractor shall provide desktop support services, which include planning, integration, hardware and software installation, and maintenance of computer and support systems such as Windows, Macintosh, and Linux operating systems and involving such work activities as:

- managing and operating a service-orientated Help Desk function responding to requests for support of IT systems and software used by the contractor's workforce, federal employees, and employees of other agencies and other contract companies following the ITIL framework; providing the help desk user interface, forwarding calls to appropriate technicians, problem management, problem resolution, and reporting;
- coordinating and/or providing support of training activities for either EROS developed or vendor supplied software systems;
- providing general setup and administration and/or maintenance support for desktop computers with Windows, Macintosh and Linux OS, printers, and other peripherals;
- providing general support services and assistance to users, support end user systems training activities (e.g., office automation software, SharePoint document management), assist with desktop computer hardware and software configurations, configuration of new equipment, monitor of web pages, wiki, blog, information pages and communications systems for internal employee message postings, and support their communication between desktop computers and other computer systems;
- implementation of identified DOI or USGS bureau wide system management or security settings and processes on end user equipment and mobile devices.

The contractor shall provide network services support, which include planning, integration, hardware and software installation, security, monitoring, and maintenance of network appliances across multiple zones, vendors and application types such as switches, firewalls, web application firewalls, routers, Intrusion Prevention Systems, and other such work activities as:

- providing configuration, operations, and maintenance for a robust network infrastructure to include routing, switching, VLAN configuration, security zones, etc.
- configuring and managing firewall configurations in support of mission requirements
- perform configuration change board reviews for all network changes

- support multiple WAN route paths and coordinate with outside agencies for configuration, maintenance, routes, etc.
- performing process improvement reviews and architecture design reviews / recommendations focusing on cost, benefits and risk.

C.4.4 Engineering Support

A key requirement is the provision of a full range of computer systems engineering, development, and integration services to projects and programs. The contractor shall provide support, which includes such services as systems engineering, systems and software development, project management, end-to-end system and/or software development, system and software project planning and estimation. These services are intended to support both the ongoing maintenance and enhancement of existing systems, and the development and implementation of potential new large and complex systems.

The contractor shall provide technical support and assistance with the development and maintenance of center-wide systems architecture and information infrastructure strategies. These activities are intended to promote interoperability, standards, and reuse; and include hardware, software, networks, storage, servers, virtual server infrastructure, web applications, databases, and procedures. The contractor shall provide support for evaluations of future technologies related to EROS strategic goals. The contractor shall support activities performing trade studies, system benchmarks, and developing system prototypes and may involve partnerships with outside contractors and/or organizations. Also, the contractor shall support the planning, design, development, and implementation of infrastructure items not addressed through specific programmatic initiatives such as wide-area and local-area networks infrastructure and shared computational or storage services.

The contractor shall provide systems engineering support in such areas as satellite data reception, archival technology, information systems, data set engineering, mass-storage, networking and telecommunications, system configuration, film scanning, computer security and systems software. Roles performed by systems engineering staff include project leaders, project engineer, system integrator, test engineer, systems analyst, and technology investigator. The contractor shall provide technical advice and support for hardware and software procurements, hardware and software maintenance, performs resource management and capacity planning, and integrates computer and support systems based on primarily the Linux and Windows operating systems. The contractor shall provide network-engineering expertise in the areas of planning, implementation, and day to-day maintenance support for the Local Area Networks and Wide Area Networks.

In addition, the contractor shall provide systems engineering activities that support ground systems development efforts conducted in partnership with NASA and/or other federal agencies and will work closely with NASA Goddard Space Flight Center (GSFC), Jet Propulsion Laboratory (JPL) and other agency partners, and will generally adhere to the NASA systems engineering processes, including formal milestone reviews. There will be some tailoring of processes depending upon the partner and type of project.

The contractor shall provide software engineering support including the analysis, design, development, testing, documentation, and maintenance of a variety of software systems used to support EROS projects and mission objectives. The contractor shall support this activity by utilizing high-level software languages

and language capabilities inherent in relational data base management systems and tools such as ORACLE, SYBASE, SQL Server, SDE, MongoDB, Postgres and associated SQL languages; other commercial-off-the-shelf software tools and enabling technologies such as SAS, SPLUS, EXCEED, ENVI/IDL, ERDAS IMAGINE, and ESRI ARC GIS; and Computer Aided Software Engineering tools such as Oracle Designer 2000, Codevision, Code Wright, and System Architect, which are used in analysis, design, and development processes. Other programming languages and tools include (but not limited to): PERL, JAVA, C, C++, .NET, Python, PHP, and Javascript. Commercial-off-the-shelf packages are used to support project management, including IRIS to support risk management, Docushare and SharePoint to support document management, Serena Business Manager for change requests and configuration management. Drupal and SharePoint are used for web content management at the Center level and within projects. The contractor shall provide software architecture support for and recommendation of future software platforms such as cloud computing.

The contractor shall provide support for information system software activities including inventories of metadata, user interfaces, order entry, and production control. Requirements typically include enhancements to existing systems as well as support for troubleshooting problems and maintenance support. Specific tasks include data base development, user interface development, management of software to support browse imagery, and documentation development (both hard copy and on-line).
The contractor shall provide support for scientific system software activities including in-house image processing requirements, geographic information systems applications, and cartographic support systems. This includes investigating and implementing raster and vector data processing techniques, supporting satellite image acquisition systems, film scanning, and providing expertise for processing various types of satellite and remote sensing data. The requirements include developing user interfaces on various platforms, assisting in cartographic research, investigating new data processing techniques, developing Internet client software, prototyping tools to view and access data, and packaging applications into an integrated system.

C.4.5 Satellite Data Reception and Operations

The satellite ground stations at EROS tracks multiple satellites and typically supports multiple passes per day from current missions. These operations are conducted on GFE that includes 10-meter, 5.4-meter, and 3-meter antenna assets. Data reception occurs with a 99%+ capture success rate. Some of the data are received from other ground stations and are ingested into the USGS archive. Satellites are tracked and controlled via the antenna infrastructure. Satellite telemetry and ranging information is collected and transferred to the mission operations center. Command loads are transferred from the mission operations centers for transmission to the satellites. Spacecraft health and safety data received from the satellites is routed to the mission operations centers for spacecraft monitoring and trending. Science data received from the satellites are processed, archived, and distributed to the public at no cost to the user. The data are tracked to assess and verify the geometric and radiometric performance of the on-board instruments. Calibration parameter files are generated regularly to accurately process data based on current knowledge of spacecraft and instrument performance.

The contractor shall operate all data capture subsystems to provide satellite telemetry, tracking and commanding ensuring that all operational objectives and requirements are met. The contractor shall operate all data capture systems that capture science data from the satellites and data transferred from ground stations ensuring all operational objectives and requirements are met. The contractor shall work collaboratively with the various satellite Mission Operations Centers to coordinate and communicate

operational activities, mission data management and maintenance activities.

The contractor shall operate data ingest and storage subsystems to provide all data to the archive and perform any required initial image processing, work with the Data Archive/Access project staff to resolve any operational issues or inventory discrepancies. The contractor shall operate data processing subsystems to perform image assessment and produce products as required. The contractor shall support testing of all ground data capture, ingest, storage and data processing subsystems. The contractor shall report on operational status and performance of all ground data capture, ingest, storage and data processing subsystems.

C.4.6 Communications and Outreach Support

The contractor shall provide support for EROS Communication and Outreach activities, which include developing informational materials about EROS activities and products. Support services include the Center's library, visitor Center, designing and producing graphics, designing producing and implementing general-purpose web pages, and ensuring those publications, reports, brochures, videos, and other EROS communications.

C.5 BUDGET AND EXPENSE TRACKING

The contractor must regularly provide contract budget and expense data to the Government. This reporting is to meet three requirements:

(1) Government project managers and contractor work managers require budget and expense data. As a guideline, the expense data shall be reportable at multiple work levels from the task to the project. The contractor shall have capabilities to report expenses by pay period, monthly, quarterly, and yearly and in several categories such as labor, travel, sub-contracts, consultants, other direct costs, and indirect costs for cost reimbursement task orders only.

(2) Capital Planning and Investment Control (CPIC) and Office of Management and Budget Exhibit 300's require selected projects to report Earned Value Management (EVM) metrics. The contractor shall provide monthly EVM metrics based on industry standards and as described in an agreed upon project in LSDS-456 Land Satellites Data System (LSDS) Financial and Performance Reporting Requirements Document see Section J, Attachment A.

(3) The contract shall provide expense data in order to monitor the contract (see Contract Section F.9, Deliverables or Performance) for all task orders.

(4) As this solicitation represents a performance based effort, contractor staff is expected to be fully trained. No training costs may be expensed to the resultant contract except for USGS specific requirements.

C.6 GENERAL REQUIREMENTS -- GOVERNMENT FURNISHED PROPERTY/MATERIAL (GFP/M) PROVIDED

Except for those items specifically identified in Section J, Attachment B of this solicitation/contract as "Government Furnished Property/Material," the contractor shall furnish all facilities, labor, and materials to

provide contract services and deliverables in accordance with the terms and conditions herein and the specifications set forth below under the Performance Work Statement.

C.7 TELEWORK AND OFF-SITE EMPLOYEES

The Department of Interior recognized the value of telework as an innovative tool that allows employees to balance work and home life, provides flexibility to respond to changing work conditions, along with many other benefits. EROS has a Virtual Private Network (VPN) capability that allows off-site/virtual employees access to the internal network. Although the current system is not capable of handling all employees at the same time, periodic telework and a limited number of off-site/virtual staff are supported. Government Furnished Equipment must be used to access internal systems and will be furnished for off-site or virtual employees. However, other costs such as network access or other facility costs at the contractor employee site are not considered an allowable expense. Any travel of an off-site/virtual employee to EROS for routine work is also not considered an allowable expense. Requests by the government for an off-site/virtual contractor employee to travel to EROS must follow the standard travel request process and will be reimbursed.

Although DOI telework policies only apply to government staff, the contractor is also encouraged to use telework where suitable. At times, the EROS Center may be unexpectedly closed (e.g., inclement weather) or implement a liberal leave statement for on-site Federal employees. Telework is often used as a means to continue progress on work efforts.

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SECTION D – PACKAKING AND MARKING

D.1 Package and ship deliverables to:

United States Geological Survey
Earth Resources and Science (EROS) Center
Sioux Falls, SD 57198
ATTN: TO BE DETERMINED AT EACH TASK ORDER

D.2 Packing and packaging of items for shipment shall be in accordance with commercial practice and adequate for acceptance by common carrier for safe transportation at the most economical rates. The contractor shall mark each shipment with the company name, the contract number, the item identification and notice of partial or final delivery.

D.3 Deliverables specified under task orders shall be delivered to the address above, unless specified otherwise.

D.4 GS0515 MARKING – MAGNETIC MEDIA (INCLUDING SOFTWARE) July 2001

Packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS."

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this address:

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

Clause	Title	Date
52.246-02	Inspection of Supplies--Fixed Price	August 1996
52.246-03	Inspection of Supplies--Cost-Reimbursement	May 2001
52.246-04	Inspection of Services--Fixed-Price	August 1996
52.246-05	Inspection of Services--Cost-Reimbursement	April 1984
52.246-15	Certificate of Conformance	April 1984
52.246-16	Responsibility for Supplies	April 1984

E.2 GS0701 INSPECTION -- SUPPLIES AND SERVICES JULY 2001

(a) The Inspection of Supplies clause incorporated above applies to the following contract line item number(s):

TO BE DETERMINED AT TASK ORDER LEVEL

(b) The Inspection of Services clause incorporated above applies to the following contract line item number(s):

TO BE DETERMINED AT TASK ORDER LEVEL

E.3 GS0721 INSPECTION AND ACCEPTANCE PERIOD JULY 2001

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

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

E.4 GS0725 DEMONSTRATION OF SATISFACTORY OPERATION JULY 2001

The demonstration of satisfactory operation of the equipment shall include the actual operation of all elements of the equipment in order to establish that the equipment is one complete operating unit. The contractor shall demonstrate to the Contracting Officer or an authorized representative that the equipment will meet all the operating specifications of the contract. At time of demonstration of satisfactory operation, the contractor shall thoroughly acquaint the Geological Survey personnel with all aspects of the maintenance of the equipment.

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E.5 GENERAL ACCEPTANCE CRITERIA

- General quality measures, as set forth below, will be applied to each work product received from the contractor under this contract.
- Accuracy - Work Products shall be accurate in presentation, technical content, and adhere to accepted elements of style.
- Clarity - Work Products shall be clear and concise all diagrams shall be organized and relevant to the supporting narrative(s).
- Consistency to Requirements - All work products shall satisfy the requirements of this contract.
- File Editing - All text and diagrammatic files shall be editable by the Government.
- Format - Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission, unless otherwise specified herein. Hard copy formats shall follow any specified Directives or Manuals.
- Timeliness - Work Products shall be submitted on or before the due date specified herein or submitted in accordance with a later scheduled date determined by the Government.

E.6 QUALITY ASSURANCE

The COR or designated inspector will review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the COR will not relieve the Contractor of the responsibility for complying with the requirements of this work statement. Final approval and acceptance of documentation required herein shall be by letter of approval and acceptance by COR. The Contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this address:

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

Clause	Title	Date
52.242-15	Stop-Work Order	August 1989
52.242-15 Alt I	Stop-Work Order	April 1984
52.247-34	F.o.b. Destination	November 1991

F.2 GS0905 PLACE OF PERFORMANCE JULY 2001

Services may be provided off-site, on-site, or a combination of, depending on program requirements. However, the majority of the work will be performed at the USGS Earth Resources and Science (EROS) Center, located in Sioux Falls, SD.

F.3 GS0910 PERIOD OF PERFORMANCE JULY 2001

The period of performance of this contract shall be from July 1, 2015 through June 30, 2020.

F.4 GS0916 PERIOD FOR EXERCISE OF OPTION TO EXTEND SERVICES JULY 2001

For the purposes described in FAR 37.111, the Government may exercise the option to extend the contract under the clause 52.217-8, Option to Extend Services, by written notice issued to the Contractor prior to the expiration of the initial contract period or any option period, including any previous extensions under this clause. When such date falls on the last day of a fiscal year, notification must be provided within 7 days after funds are appropriated and available for the new fiscal year.

F.5 GS0919 LEGAL HOLIDAYS JANUARY 2002

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
Independence Day	July 04
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October

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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.

F.6 GS0924 UNSCHEDULED CLOSURES JULY 2001

(a) The USGS facility where contractor employees are working may occasionally have unscheduled closures in which federal employees are dismissed on administrative leave (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 are considered critical and require continued performance. In most cases, the Contractor employees not performing critical tasks will not be allowed to remain in the facility after federal employees are dismissed.

(b) If the contractor opts to treat these nonproductive hours as paid leave, these hours are billable at the established contract rates. The total number of hours billed on such days may not exceed the number scheduled for affected employees and may not include overtime hours.

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

F.7 GS0925 UNSCHEDULED CLOSURES - FIXED PRICE MARCH 2003

(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.

F.8 GS0938 SUBCONTRACTING PLAN REPORTS (MODIFIED) NOV 2005

(a) The Contractor shall submit a report for subcontracting under this particular contract and/or a summary report on subcontracts in all contracts between the Contractor and the Department of the Interior which contain subcontract goals for awards to small business, small disadvantaged business concerns, HUB zone business, service-disabled veteran owned small businesses, or woman-owned business. Reports will be prepared and submitted electronically in accordance with the instructions at the electronic Subcontract Reporting System (eSRS) accessible at www.esrs.gov.

(b) Individual Contract Report data (formerly Standard Form 294) is due on the 25th day following the close of the reporting period, unless the contract incorporates the contractor's approved, annual company-wide or division-wide commercial product plan. Summary Report data (formerly Standard Form 295) is due 30 days after the close of the Government's fiscal year. Paper copies of these reports are no longer required.

F.9 MEETINGS, REPORTS AND OTHER DELIVERABLES

In fulfillment of this contract, the Contractor shall be required to provide deliverables. All deliverables shall be submitted to the Contracting Officer's Representative (COR), unless otherwise agreed upon.

Unless otherwise specified, the Government will have a maximum of ten (10) working days from the day the draft deliverable is received to review the document, provide comments back to the contractor, approve or disapprove the deliverable(s). The contractor will also have a maximum of ten (10) working days from the day comments are received to incorporate all changes and submit the final deliverable to the Government. All days identified below are intended to be workdays unless otherwise specified.

F.9.1 Orientation Briefing

Within two (2) days from date of award, the contractor shall schedule an orientation briefing/initial strategy session. Both parties will mutually agree upon the specific date, time, and location of the briefing. The Government does not desire an elaborate orientation briefing nor does it expect the contractor to expend significant resources in preparation for this briefing. Rather, the intent of the briefing is to initiate the communication process between the Government and the contractor by introducing key participants and explaining their roles, reviewing communication ground rules, and assuring a common understanding of requirements and objectives, goals, constraints, policies, expected benefits, other relevant background information, and discussing near-term deliverables.

F.9.2 Monthly Status Reports

The contractor shall prepare and submit a monthly status report, for each Task Order (TO), in accordance with the requirements of this contract. The monthly status report shall include, as a minimum the following and shall be limited to two (2) pages per TO:

- Progress for the period: detailed progress report of findings, key relevant activities and accomplishments during the reporting period, including any partner activities;
- Activities planned, to include any partner activities, for the next reporting period: planned activities, as well as the status of any and all deliverables, including planned delivery date(s) and actual and/or anticipated delivery date(s);
- Problems encountered: identification of any problems, issues or delays and recommendations as to their resolution, and any corrective action that was taken to correct identified problems.
- Risk Mitigation: identification of any risk and proactive mitigation actions undertaken by the contractor.
- Cost expenditures: depict the planned versus actual expenditures (labor and all other expenditures to include direct, indirect and subcontractors) on this contract. Show data from the previous month, current reporting period, planned for the next reporting period, as well as cumulative contract report. Cumulative cost expenditures shall be reported for contract year as well as fiscal year.

DRAFT

F.9.3 Special Organization Conflict of Interest Mitigation Plan

The contractor shall provide an OCI Plan within 45 days after award, to the CO. It is the contractor's responsibility to update this document in order to maintain the integrity of the Plan. (Reference Section H.4 GS1310 – Organizational Conflict of Interest – General (July 2001) (Modified).)

F.9.4 Weekly Status Report

The contractor shall prepare and submit a weekly status report in accordance with the requirements of this contract. This report shall be briefed to the COR during weekly status meetings. The weekly status report shall include, as a minimum the following:

- Current contract staffing levels
- Current contract open position
- Status of contract expenditures in the areas of travel, direct labor, subcontract, and other direct costs
- Noteworthy activities
- Upcoming activities at least 2 weeks prior to event
- Corporate reachback
- Safety incidents if any
- Action items and status

F.9.5 Deliverable Table – Unless otherwise agreed upon, all deliverables shall be submitted to the COR identified in Section G of this contract, with a copy of the transmittal letter to the Contracting Officer.

Reference	Milestone/Deliverable	Responsibility	Date
F.9.1	Orientation Briefing Schedule	Contractor	Contract Award (CA) + 2 Days
F.9.2	Monthly Status Report	Contractor	Monthly
F.9.3	Special Organizational Conflict of Interest Mitigation Plan (OCI Plan)	Contractor	Contract Award (CA) + 45 days
F.9.4	Weekly Status Report	Contractor	Weekly – TBD at award
F.8	Subcontracting Plan Reports	Contractor	See F.8(b)
F.11	Final Transition-In Task Order Plan	Contractor	Contract Award (CA) + 10 days
F.12	Transition-Out Plan	Contractor	no later than ninety (90) calendar days prior to the expiration of the contract period

F.10 OTHER PERFORMANCE REQUIREMENTS

F.10.1 Hours of Work

EROS federal employee general time and attendance guidelines allow for a flexible work schedules. Generally, federal staff begins work no earlier than 6 a.m. on work days and end no later than 6 p.m. Federal staff is generally required to be present for work during core hours of 9 a.m. – 3 p.m. Contractor personnel are generally expected to maintain work hours during EROS Center operating hours of 6 a.m. to 6 p.m. Monday through Friday.

DRAFT

Some activities require different types of shifts including but not limited to: (1) 3 shifts per day, 5 days per week and (2) a minimum of 20 hours per day, 7 days per week, and anticipated requirements supporting full 24 hours per day, 7 days per week. The Government will require a differential shift rate for each anticipated task order.

The first shift (day shift) is generally performed during regular business hours, the second shift (swing shift) is generally performed after the day shift ends, and the third shift (graveyard) is generally performed after the second shift ends.

F.10.2 Productive Direct Labor Hours

The contractor can only charge the Government for "Productive Direct Labor Hours". "Productive Direct Labor Hours" are defined as those hours expended by Contractor personnel in performing work under this effort. This does not include sick leave, vacation, Government or contractor holidays, jury duty, military leave, or any other kind of administrative leave such as acts of God (i.e., hurricanes, snow storms, tornadoes, etc.), Presidential funerals or any other unexpected government closures.

F.11 TRANSITION PLANS

F.11.1 Transition In -- Phase-in shall begin at contract award. The contractor shall complete all phase-in efforts in accordance with the approved transition plan (to include the Government's validation of the Transition Plan, containing critical events, schedules and approach) and be prepared to begin performance immediately and to be completed no later than ten (10) calendar days after award. The contractor shall submit a weekly status report during the phase-in period and operational activities to the Contracting Officer's Representative (COR) beginning the 20th calendar day following award. The status report shall address those items identified as being key to the success of the transition as identified in the plan.

NOTE: Awardee and incumbent contractor are expected to work together during the transition phases to ensure continuity of services as applicable. The incumbent contractor recognizes that the services provided by this contract are vital to the Government's overall effort, that the continuity thereof must be maintained in a consistently high level without interruption, that upon expiration of this contract a successor—either the Government or another contractor—may continue these services. That the successor, be it the Government or another contractor, will need phase-in training by the incumbent contractor, and that the incumbent contractor must give their best effort and cooperation in order to effect an orderly and efficient transition to a successor.

NOTE: Awardee and incumbent contractor are expected to work together during the transition phases to ensure continuity of services as applicable. The incumbent contractor agrees to cooperate with the successful offeror, whether it's the Government or another contractor, in allowing as many personnel as practicable to remain on the job in order to enhance the continuity and consistency of the services called for by this contract. If said employees are agreeable to the change and are accepted by the successor, then the incumbent contractor shall release them at a mutually acceptable date.

F.11.2 Transition Out -- At the end of the period of performance, the incumbent contractor shall transition activities to the incoming contractor with minimal disruption of services to the government. The contractor shall maintain sufficient qualified staff to meet all requirements of this effort services. The contractor shall submit a written phase-out plan to the COR no later than ninety (90) calendar days prior to the expiration of the contract period, unless otherwise agreed upon. The plan shall detail phase-out activities to assure continuity of operations and the execution of a smooth and timely transition. Phase-out activities shall be coordinated through the COR. The outgoing contractor shall submit a weekly status report of phase-out activities to the COR beginning the 7th calendar day following the award of a successor contract until otherwise notified by the COR to discontinue.

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F.12 EARNED VALUE MANAGEMENT (EVM)

Earned Value Requirements - The contractor shall utilize a certified Earned Value Management (EVM) System (EVMS) for specifically designated USGS Information Technology acquisitions. EVMS shall fully comply with all requirements documented in the current revision of the Intent Guide, ANSI/EIA-748A, published by the National Defense Industrial Association (NDIA), and it shall be available for audit by the Government or a representative. The contractor shall incorporate Project Management Institute (PMI) Body of Knowledge (PMBOK)-compliant earned value processes to manage project scope, schedule, and cost throughout the project's life. Specific details will be defined via specific project Task Orders but overall EVM requirements and constraints are documented in LSDS-456 Land Satellite Data System (LSDS) Financial and Performance Reporting Requirements Document in Section J, Attachment A.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 GS1101 CONTRACT ADMINISTRATION OFFICE JULY 2001

(a) This contract will be administered by:

United States Geological Survey
12201 Sunrise Valley Drive
Reston VA 20192

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

G.2 GS1104 AVAILABILITY OF FUNDS UNDER CONTINUING RESOLUTION JULY 2001

(a) In the event funding is appropriated under one or more Continuing Resolutions covering less than the full fiscal year, the Contracting Officer will advise the Contractor in writing of the amount of funds available and the period of performance covered by such funding. Under a Continuing Resolution, the contract price will be prorated for the period of time covered by the Continuing Resolution.

(b) The Government's obligation under this contract for performance after the period covered by any Continuing Resolution is contingent upon the availability of additional appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment in excess of the amount obligated hereunder may arise until funds are made available to the Contracting Officer for this contract and the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. Until such notice is received, the contractor is not obligated or authorized to continue performance beyond the period covered by previously obligated funds.

(c) In the event of a lapse in funding upon expiration of an annual appropriation or Continuing Resolution, the contractor will not be paid for any costs incurred during the unfunded period, including unrecovered indirect costs, unless and until funds are appropriated and authorized for retroactive payment of Government employees and contractors. If non-availability of contract funding requires the contractor to suspend work, the contractor will entitled to an equitable adjustment under the clause FAR 52.242-14, Suspension of Work, if and when the Contractor is notified by the Contracting Officer that additional appropriations are available to resume performance under the contract.

(d) If the Government has not provided additional funds to resume performance within 30 days after expiration of the period established in (a) above, the contractor may, by written notice, require that the contract be considered to be completed without prejudice to him or further liability to the Government. Such a termination shall not be considered to be a termination for convenience under the terms of the clause FAR 52.249-02, Termination for Convenience of the Government.

(e) The provisions of this clause also apply in the event future full year appropriations are not available for funding of option periods.

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G.3 GS1106 INCREMENTAL FUNDING - CPFF JULY 2002

Pursuant to the Limitation of Funds clause, incremental funding in the amount of $ [*] is obligated to cover estimated cost. Funds in the amount of $ [*] are obligated to cover the corresponding increment of fixed fee. The amount obligated is estimated to cover the contractor's performance through [*].

***TO BE DETERMINED ON EACH TASK ORDER IF APPLICABLE**.

G.4 GS1108 LIMITATION OF FUNDS -- FIXED PRICE JUNE 2003

(a) The total obligated amount for the basic contract period/current option period is $[*]. It is anticipated that additional funds will become available through subsequent appropriations by the Congress of the United States and additional funds will be allotted to this contract until the total basic contract price is obligated. Additional funding shall be accomplished through the issuance of one or more unilateral modifications to the contract.

(b) The funds presently obligated are estimated to be sufficient to cover performance through [*] [with the following effort levels]:

[*] **TO BE DETERMINED ON EACH TASK ORDER IF APPLICABLE.**

The contractor is not obligated to continue contract performance beyond the period and/or level of effort funded; unless and until written notification is provided by the Government of the availability of additional funding.

(c) Notwithstanding any other provision of this contract, the Government obligation under this contract is limited to the amount of funds obligated for performance hereunder. The unfunded balance of the contract is subject to the clause FAR 52.232-19, "Availability of Funds for the Next Fiscal Year." It is expressly understood that the Government does not represent that any or all of the funds covering these estimates will be appropriated by the Congress or will be reserved for earnings under this contract.

(d) Should it become apparent to the contractor that existing fund reservations will be exhausted at any time prior to the date in paragraph (b) above; the contractor shall give written notice to the Contracting Officer with an estimate of the additional funding required. If additional funds cannot be made available, the Contracting Officer will give written notice thereof to the contractor.

(e) No payment will be made for any work done after funds have been exhausted unless and until sufficient additional funds have been provided by the Congress and obligated for performance under this contract. No claim may be made by the contractor for delays in payments due to lack of funds for any work performed beyond the obligated amount of the contract. Should work under this contract be suspended pending notification of the availability of additional funds, additional time for completion will be allowed equal to the period during which the work is necessarily so suspended. Such a suspension of work shall not be considered to be a failure to make delivery of the supplies or to perform the services or a failure endangering performance of the contract.

(f) If the Government notifies the contractor that additional funds are not available and has not provided such funds within 30 days after exhaustion of available contract funds, the contractor may, by written notice, require that the contract be considered to be completed without prejudice to him or further liability to the Government. Such a termination shall not be considered to be a termination for convenience of the Government under the terms of the clause FAR 52.249-02, Termination for Convenience of the Government.

(g) If at any time the Contracting Officer finds that the balance of this funding reservation is in excess of the estimated amount required to meet all payments due and to become due the contractor because of work performed prior to the beginning of the next fiscal year, the Government may submit to the contractor an estimate of funding required for the

DRAFT

remainder of the current contract/option period or request the Contractor to provide such an estimate. The agreed reduced funding level will be set forth in a modification to the contract.

G.5 GS1109 OBLIGATION OF FUNDS JULY 2001

No funds are obligated by this contract. All funds shall be obligated by individual delivery or task orders citing applicable fiscal year and accounting data when issued. The minimum guarantee will be met by issue of delivery or task orders equal to or exceeding the minimum guarantee.

G.6 GS1116 PAYMENT OFFICE FEBRUARY 2005

Payments will be made by USGS Office of Accounting and Financial Management, Reston, VA. For purposes of the Prompt Payment Act, this is the designated payment office, and the address designated in block 12 (SF 26), block 27 (SF 1442), block 14 (SF 1447), or block 21 (OF 347) is the billing office.

G.7 GS1305 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM JULY 2010

(a) FAR 42.1502 direct 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 are 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

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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, pre award 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.

G.8 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INTERNET PAYMENT PLATFORM (IPP) APRIL 2011

Beginning May 1, 2011, payment requests for all new awards must be submitted electronically through the U.S. Department of the Treasury's Internet Payment Platform System (IPP). Payment terms for existing contracts and orders awarded prior to May 1 remain the same. The Contractor must use IPP for contracts and orders awarded May 1 and later, and must use the non-IPP invoicing process for those contracts and orders awarded prior to May 1.

"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 FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. 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:

Contractor invoices must include all the informational detail required by the Prompt Payment clause, including line items numbers, descriptions, quantities, unit prices, travel with receipts and amounts.

The Contractor must use the IPP website to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email 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.

G.9 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTOR (DEVIATION) AUGUST 2012

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16,

Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontractors with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

G.10 UNILATERAL DEOBLIGATION OF UNEXPENDED FUNDS MAY 2013

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

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

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

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

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

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

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this address:

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

Clause	Title	Date
52.202-01	Definitions	November 2013
52.234-04	Earned Value Management System	May 2014

H.2 GS0330 SECTION 508 APPLICABLE STANDARDS JULY 2001

The resources acquired in this investment must meet all applicable standards established by the Access Board in 36 CFR Part 1194, including technical, functional performance, information, documentation, and support standards. The products, services, information and data that are provided to the Government or the public as a result of this acquisition shall afford individuals with disabilities access comparable to that afforded to individuals without disabilities.

Standards applicable to this acquisition include:

_X_ Software Applications and Operating Systems 1194.21
_X_ Web-based Intranet and Internet Information and Applications 1194.22
_X_ Telecommunications Products 1194.23
_X_ Video or Multimedia Products 1194.24
_X_ Self-Contained, Closed Products 1194.25
_X_ Desktop and Portable Computers 1194.26
_X_ Functional performance criteria 1194.31
_X_ Information, Documentation, and Support 1194.41

The full text of the above referenced standards can be found at: http://www.section508.gov/final_text.html .

H.3 GS1308 COMPLIANCE WITH SUBCONTRACTING LIMITATIONS - INDEFINITE DELIVERY CONTRACTS JULY 2008

(a) Every 6 months from the contract effective date, the contractor will report on the nature and volume of subcontracting under this contract, with supporting cost detail necessary to demonstrate compliance with the subcontracting limitations in FAR 52.219-14 and any set-aside clause contained herein.

(b) The report will be delivered to the Contracting Officer administering the contract no later than 30 days after the end of each 6 month reporting period.

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H.4 GS1310 ORGANIZATIONAL CONFLICTS OF INTEREST--GENERAL JULY 2001

(a) The term "organizational conflict of interest" means a situation where a contractor has interests, either due to its other activities or its relationships with other organizations, which place it in a position that may be unsatisfactory or unfavorable (i) from the Government's standpoint in being able to secure impartial, technically sound, objective assistance and advice from the contractor, or in securing the advantages of adequate competition in its procurement; or (ii) from industry's standpoint in that unfair competitive advantages may accrue to the contractor in question.

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

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

H.5 GS1311 RESTRICTION ON FUTURE CONTRACTING WITH USGS JULY 2001

(a) It is agreed by the parties to this contract that the contractor will be restricted in its future contracting with USGS in the manner described below except as specifically provided in this clause; the contractor shall be free to compete for USGS business on an equal basis with other companies.

(b) If the contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, the contractor shall be ineligible to perform the work described within that solicitation as a prime or first-tier subcontractor under an ensuing USGS contract. Such restrictions shall remain in effect for 3 years following completion of work under this contract. It is further agreed that USGS will not unilaterally require the contractor to prepare such specifications or statements of work under this contract.

(c) The restrictions of paragraph (b), above, may be waived by the Contracting Officer if it is determined that such restrictions would be detrimental to the USGS program.

H.6 GS1326 INDEMNITY JULY 2001

The contractor herein is "an independent contractor" and shall obtain all necessary insurance to protect himself from liability arising out of this contract.

The contractor hereby agrees to indemnify and hold the Government harmless in connection with, any loss or liability from damage to or destruction of property or from injuries to or death of persons (including the agents and employees of both parties) if such damage, destruction, injury or death arises out of, or is caused by performance of work under this contract, unless such damage, destruction, injury or death is caused solely by the active negligence of the Government, its agents or employees. The contractor agrees to include this clause, appropriately modified, in all subcontracts to be performed under this contract.

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H.7 GS1330 KEY PERSONNEL JULY 2001

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

Position/Function **Name**

- Program Manager
- Deputy Program Manager
- Business Manager
- Up to three additional upper level management position(s) of your choice

TO BE DETERMINED AT TIME OF CONTRACT AWARD

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

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

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

H.8 GS1332 CONTRACTOR'S REPRESENTATIVE JULY 2001

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

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

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

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H.9 GS1338 NOTICE TO THE GOVERNMENT OF DELAYS (JUL 2001) (MODIFIED)

(a) In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or any date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the Contracting Officer's Representative, in writing, giving pertinent details, provided that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

(b) If the Contractor fails to respond in a timely manner to any portion of this contract, delay will be attributed to the Contractor. Although the period of performance may change due to the delay, the price may be subject to a downward adjustment.

(c) If the Government delays performance of this contract, the period of performance and/or price may be revised upon mutual agreement between the Government and the Contractor.

H.10 GS1346 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT -- GOVERNMENT-OWNED FACILITIES/EQUIPMENT APRIL 2003

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

H.11 GS1348 ACCIDENT REPORTING APRIL 2003

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

H.12 GS1350 SUPERVISION OF CONTRACTOR'S EMPLOYEES JULY 2007

(a) Personnel assigned to render services under this contract shall at all times be employees of the Contractor (or a subcontractor) and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder.

(b) If the Contractor finds clarification necessary with respect to the scope of services to be performed or the manner in which the services are to be performed hereunder, he shall request in writing such clarification from the Contracting Officer.

(c) Contractor personnel shall not at any time during the contract period be employees of the U.S. Government.

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

H.13 GS1359 TRAVEL AND TRANSPORTATION JULY 2001

(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.

H.14 GS1362 NONPERSONAL SERVICES JULY 2007

(a) This contract is a "nonpersonal services contract" as defined in FAR 37.101. It is therefore, understood and agreed that the contractor and/or the contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

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

H.15 GS1366 NONDISCRIMINATION NOTICE TO U.S. DEPARTMENT OF THE INTERIOR CONTRACTORS, SUBCONTRACTORS, AND LESSORS JANUARY 2000

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

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H.16 GS1371 AVAILABILITY OF IT SECURITY STANDARDS, GUIDES AND OTHER PUBLICATIONS (MODIFIED) SEPTEMBER 2007

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

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/fips/
- DOI Privacy Impact Assessment: http://www.doi.gov/ocio/information_assurance/privacy/index.cfm

The following Department of the Interior documents are not publicly available.
- DOI SDLC Security Integration Guide
- DOI Computer Incident Response Guide
- DOI Contingency Plan Guide

H.17 GS1376 SOFTWARE LICENSING AGREEMENTS JULY 2001

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

H.18 GS1378 PROHIBITION ON USE OF LOCKING OR SCRAMBLING DEVICES JULY 2001

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

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

H.19 GS1391 COMPLETION FORM CONTRACT (CPFF) JULY 2001

(a) The contractor is required to complete the end product(s) specified within the estimated cost and performance period, if possible, as a condition of payment of the entire fixed fee. In the event that work cannot be completed within the estimated cost and/or performance period, the Government may require the contractor to provide the additional effort needed to complete the specified work by increasing the estimated cost and/or extending the contract performance period, without any increase in fee. Where this failure to complete work arises from causes within the control of the contractor, including lack of diligence, misapplication or diversion of resources, or poor project management or planning, the Government shall be entitled to a reduction in the amount of the fee.

(b) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

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H.20 GS1395 PUBLICATION OF PROJECT RESULTS JULY 2001

(a) Publication of the results of this project is authorized in professional journals, trade magazines, or may be made by the U.S. Geological Survey. Manuscripts submitted to journals or professional publications for publication will be accompanied by the following notation:

> "This manuscript is submitted for publication with the understanding that the United States Government is authorized to reproduce and distribute reprints for governmental purposes."

(b) One copy of each article planned for publication shall be submitted to the Contracting Officer's Representative (COR) simultaneously with its submission for publication. One (1) reprint of each published article shall be submitted to the COR immediately following publication. The COR shall be notified in advance of proposed lectures, oral presentations, etc., and the technical content thereof.

(c) Except for formal publication, presentations (talks) at scientific meetings or symposia, or academic presentations by students (including thesis or dissertation papers), disclosure of information gained as a result of work performed under this contract shall be accomplished according to U.S. Geological Survey procedures or through USGS channels.

(d) Acknowledgment and Disclaimer. All manuscripts submitted for publication in books, magazines, journals, or trade papers must acknowledge the sponsorship of the U.S. Geological Survey, Department of the Interior and shall carry the following notation:

> "The content of this document does not necessarily represent the views or policies of the Department of the Interior, nor does mention of trade names, commercial products or organizations imply endorsement by the U.S. Government."

H.21 GS1396 RELEASES OF INFORMATION JULY 2001

(a) Disclosure of information gained as a result of work performed under this contract shall be accomplished according to U.S. Geological Survey procedures or through USGS channels. As used in this clause, the term "information" includes raw data, data derivative there from, and analysis or interpretations thereof, regardless of form. The term includes data developed or acquired by the contractor during performance of this contract, including analysis of samples provided by the Government and samples or recordings made by the contractor during contract performance.

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

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

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

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H.22 GS1406 CONFIDENTIALITY OF DATA OCTOBER 2005

(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.

H.23 GS1410 GOVERNMENT-FURNISHED DATA JULY 2001

(a) The Government shall deliver to the Contractor the Government-furnished data described in individual task orders . If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when (1) the Contractor submits a timely written request for an equitable adjustment, and (2) the facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government and the Contractor shall use the Government-furnished data only in connection with this contract.

(c) The data will be furnished to the Contractor as specified in Section F.

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H.24 GS1413 GOVERNMENT PROPERTY -- USE AT GOVERNMENT FACILITY JULY 2001

(a) In the performance of work under this contract, the Government will make available to the contractor, on a no-charge-for-use basis, certain Government property identified in this contract. Such property shall be utilized in the performance of this contract at the Government installation administering this contract or at such other location(s) specified elsewhere in this contract. Under this clause, the Government retains accountability as well as title to the property. Property to be made available under this clause is **Section J, Attachment B.**

(b) In the event the Government fails to provide the Government property specified in this contract, such as to adversely affect the contractor's ability to perform hereunder, the Contracting Officer shall, upon timely written request made by the contractor, make a determination of the effect occasioned the contractor and shall equitably adjust the contract in accordance with the procedure provided in the clause of the General Provisions hereof entitled "Changes."

(c) The official accountable record-keeping and financial control and reporting of the property subject to this clause shall be retained by the Government. However, the Government will provide the contractor with a record of all items of property, including copies of all transaction documents used to describe changes to this record. The contractor shall maintain this record and transaction documentation in such a condition that at any stage of completion of work under this contract, the status of the property rate and identification may be readily ascertained. The contractor shall also adhere to all other procedures (and sanctions related thereto) prescribed by the Government installation administering this contract. The records and documentation shall be made available, upon request, to the Contracting Officer and to other formally designated representative(s) of the Contracting Officer.

(d) The provisions of this clause apply only to the items of property listed above, and not to any other items that may be identified elsewhere in the contract as government property. Such other items, if any, are subject to the "Government Property" clause.

H.25 GS1414 CONTRACTOR PERSONNEL CLEARANCE AND IDENTITY CREDENTIALS (MODIFIED) FEBRUARY 2010

(a) Final government-wide credentialing standards to be used by all Federal departments and agencies in determining whether to issue or revoke personal identity verification (PIV) cards to their employees and contractor personnel, including those who are non-United States citizens was issued by memorandum on July 31, 2008, by the Director of the Office of Personnel Management, subject: Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12, available at http://energy.gov/ea/downloads/memorandum-final-credentialing-standards-issuing-piv-cards-july-31-2008
Final_Credentialing_Standards_for_issuing_PiV_Cards.pdf. USGS rules and directions for initiating the contract credentialing process are available at http://internal.usgs.gov/ops/security/wwwps2 html.

(b) During all operations on Government premises, contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. Government-issued identity credentials must be worn upon entry and displayed at all times while on federally controlled property, unless otherwise instructed by the COR.

(c) The Government reserves the right to require a re-submission of clearance forms and a new background investigation at any time. Failure to provide the documents within the specified time period will result in removal of the employee until such time that the documents are submitted and clearance granted. Should removal be necessary, salary/wages and other costs associated with the removed employee are not allowable or allocable under this contract. If removal would result in understaffing or non-performance of contract requirements, the Contractor shall provide a qualified and cleared replacement. Failure to do so will entitle to Government to a downward adjustment in price reflecting the reduced level of performance.

(d) When any of their personnel leaves the company's employ, is reassigned to other work, or otherwise no longer requires access to USGS facilities or USGS computer systems, the contractor shall immediately advise the USGS COR so that those user accounts and credentials can be cancelled. The contractor will ensure that the ID badge and keys (if any) are retrieved and promptly returned to the COR, who will forward them to the issuing USGS security official. The COR must be notified in advance of any potentially unfriendly termination of an employee or subcontractor.

(e) The contractor will report any lost keys or badges to the COR within 24 hours. The COR will relay the information to the responsible building security officials. All badges and keys shall be returned to the COR at the completion of this contract.

(f) Contractor Personnel Security and Suitability Requirements (Pursuant to DIAPR 2010-04)

Performance of this contract requires contractor personnel to have a Federal government-issued Personal Identity Verification (PIV) credential before being allowed unsupervised access to a DOI (facility and/or information system). The Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR) will be the requesting official, and will make arrangements through a DOI Access Card Sponsor for personal identity verification and DOI Access Card issuance.

At least two weeks before start of contract performance, the Contractor must identify all contractor and subcontractor personnel who will require (physical and/or logical) access for performance of work under this contract. Physical Access means routine, unescorted or unmonitored access to non-public areas of Federally-controlled facility. Logical Access means routine, unsupervised access to a Level 3 or 4 Federally controlled information system. The Contractor must make their personnel available at the place and time specified by the COR/COTR or DOI Access Card Sponsor in order to initiate screening and background investigations. The following forms and inquiries, or their equivalent, will be used to initiate the credentialing process:

- OPM Standard Form 85 or 85P
- OF 306
- National Criminal History Check (NCHC) (local procedures may require the fingerprinting to be done at a police station; in this case, any charges are to be borne by the contractor)
- Release to Obtain Credit Information
- PIV card application (web-based)

Before starting work under this contract, a NCHC will be initiated to verify the identity of the individual applying for clearance and to determine the individual's suitability for the position. If the NCHC adjudication is favorable, a DOI Access Card will be issued for that individual. If the adjudication is unfavorable, the credentials will not be issued and the contractor must make other arrangements for performance of the work. In the event of a disagreement between the Contractor and the Government concerning the suitability of an individual to perform work under this contract, DOI shall have the right of final determination.
Contractor employees must give, and authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the contractor personnel being screened or investigated in person, by telephone or in writing, and the Contractor must ensure they are available for such contact.

Alternatively, if an individual has already been credentialed by another agency through OPM, and that credential has not yet expired, further investigation may not be necessary. In that case, the contractor must provide the COR/COTR with documentation that support the individuals' credentialed status.

Contractor employees who have been successfully adjudicated will be issued DOI Access Cards, which must be activated

at USAccess Credentialing Center. Those Contractor employees not located within a reasonable travel time of a USAccess Credentialing Center will be screened and issued alternate credentials.

During performance of the contract, the Contractor must keep the COR/COTR apprised of changes in personnel to ensure that performance is not delayed by compliance with credentialing processes. Card that have been lost, damaged, or stolen must be reported to the COR/COTR and Issuing Office within 24 hours. If reissuance of expired credentials is needed, it must be coordinated through the COR/COTR.

At the end of contract performance, or when a contractor employee is no longer working under this contract, the Contractor must ensure that all identification cards are returned to the COR/COTR.

This requirement must be incorporated into any subcontracts that require subcontractor personnel to have routing unsupervised access to a federally controlled facility for more than 180 calendar days or any unsupervised access to a Federally controlled Level 3 or 4 information system.

(g) Specific procedures for In-processing and Out-processing of non-Federal personnel are documented in the USGS/EROS Procedures EROS-GEN-07 and EROS-GEN-08.

H.26 GS1415 ACCESS TO GOVERNMENT FACILITIES JULY 2001

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

H.27 GS1416 STORAGE SPACE FOR CONTRACTOR'S USE JULY 2001

(a) Space will be assigned at no expense to the contractor, for the storage of his bulk supplies, replacement parts and the equipment which he will use in the performance of work under the contract. The contractor will be responsible for maintaining adequate stock levels of supplies and equipment and for keeping the storage area in neat and clean condition.

(b) The Government will not be responsible in any way for the contractor's stored supplies or equipment.

H.28 GS1417 UTILITIES PROVIDED JULY 2001

For the purpose of this contract, utilities such as water, electricity, etc., will be furnished by the Government at no cost to the contractor. The contractor will be required to participate in all USGS utility conservation programs. Long distance, FTS telephone services, fax and e-mail will be provided for government official use only.

H.29 GS1420 USE OF GOVERNMENT COMPUTERS APRIL 2008

(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:

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(1) Survey Manual 600.5, Information Technology Systems Security – General Requirements, available at http://www.usgs.gov/usgs-manual/600/600-5.html
(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 have correctly identified themselves 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.

H.30 GS1431 CONTRACT MAXIMUM JULY 2001

The total amount of all orders placed under this contract shall not exceed $300,000,000.00.

H.31 GS1432 CONTRACT GUARANTEED MINIMUM JULY 2001

(a) During the effective contract period, the Government shall order at least the stated minimum quantity for each individual line item in Section B. If no minimum quantities are stated, the Government shall order quantities totaling a minimum of $100,000.00.

(b) Unless specifically identified in Section B as minimums, the quantities shown are estimates only, and are not purchased hereby. In the event the Government's needs for items under this contract do not result in orders in the amounts or quantities described as "estimated" in Section B, such event shall not constitute the basis for an equitable price adjustment under this contract.

(c) If the Government fails to place orders for the minimums computed under paragraph (a), above, the contractor will not be entitled to payment of the contract price for the unordered quantities, but will be entitled to damages suffered as a result of the Government's failure to order the minimum quantity. If the Government notifies the contractor, prior to expiration of the contract ordering period, that the contract minimum will not be required, such action will constitute a Termination for Convenience of the Government, and the Contractor will be entitled to recover under the Termination for Convenience clause of the contract.

(d) If the Government fails to order the contract minimum during the stated contract period to extend the contract for additional periods are rendered void.

H.32 GS1438 TASK AND DELIVERY ORDER OMBUDSMAN JULY 2007

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

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Name: Megan Olsen
Address: Office of Acquisition and Property Management,
U.S. Department of the Interior
1801 Pennsylvania Avenue NW
4th Floor Washington, DC 20006.
Email: megan_olsen@ios.doi.gov
Fax: 202-513-0699

H.33 GS1440 WAGE DETERMINATION APPLICABLE JULY 2001

In the performance of this contract, the contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number 2005-3025; Revision Number 16 dated July 25, 2014. The wage determination is incorporated into this contract as Attachment C.

H.34 AUTHORITY TO OBLIGATE THE GOVERNMENT

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

H.35 CONTRACTOR EMPLOYEES

Contractor personnel shall present a neat appearance and be easily recognized as contractor employees by wearing a Security Identification Badge at all times while on Government premises. When Contractor personnel attend meetings, answer phones, and work in other situations where their status is not obvious to third parties they must identify themselves as such to avoid creating the impression that they are government employees.

Contractor employees shall comply with all applicable Federal Government and USGS internal regulations procedures during the performance period of this contract, which includes the prohibition of personal use of all government equipment by contractor employees.

Contractor employees shall conduct only such business as covered by this contract during periods paid for by the government. Business not directly related to this contract shall not be conducted on government premises. The contractor employees shall not be diverted to other company business while performing on this contract.

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this address:

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

Clause	Title	Date
52.202-01	Definitions	November 2013
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	May 2014
52.203-06	Restrictions on Subcontractor Sales to the Government	September 2006
52.203-07	Anti-Kickback Procedures	October 2010
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	October 2010
52.203-14	Display of Hotline Poster(s)	December 2007
52.203-16	Preventing Personal Conflicts of Interest	December 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	April 2014
52.204-02	Security Requirements	August 1996
52.204-04	Printed or Copied Double-Sided on Recycled Paper	May 2011
52.204-09	Personal Identity Verification of Contractor Personnel	January 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontractor Awards	July 2013
52.204-12	Data Universal Numbering System Number Maintenance	December 2012
52.204-15	Service Contract Reporting Requirement for Indefinite-Delivery Contracts	January 2014
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	August 2013
52.209-09	Updates of Publicly Available Information Regarding Responsibility Matters	July 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	May 2012
52.215-02	Audit and Records--Negotiation	October 2010
52.215-08	Order of Precedence – Uniform Contract Format	October 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	August 2011
52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications	August 2011
52.215-12	Subcontractor Cost or Pricing Data	October 2010
52.215-14	Integrity of Unit Prices	October 2010
52.215-17	Waiver of Facilities Capital Cost of Money	October 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement	July 2005

	Benefits (PRB) Other than Pensions	
52.215-19	Notification of Ownership Changes	October 1997
52.215.23	Limitations on Pass-Through Charges	October 2009
52.216-07	Allowable Cost and Payment	June 2013
52.216-08	Fixed Fee	June 2011
52.216-18	Ordering	July 2005
52.216-19	Order Limitations	October 1995
52.219-09	Small Business Subcontracting Plan	July 2003
52.219-09 Alt II	Small Business Subcontracting Plan Alt II	October 2001
52.219-14	Limitations On Subcontracting	November 2011
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	October 2008
52.222-01	Notice to the Government of Labor Disputes	February 1997
52.222-02	Payment for Overtime Premiums	July 1990
52.222-03	Convict Labor	June 2003
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	July 2005
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-29	Notification of Visa Denial	June 2003
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2010
52.222-36	Affirmative Action For Workers with Disabilities	October 2010
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2010
52.222-41	Service Contract Act of 1965	November 2007
52.222-50	Combating Trafficking in Persons	February 2009
52.223-05	Pollution Prevention and Right-to-Know Information	May 2011
52.223-06	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	May 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	December 2007
52.223-16	Acquisition of EPEAT-Registered Personal Computer Products	June 2014
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug 2011
52.224-02	Privacy Act	April 1984
52.225-01	Buy American – Supplies	May 2014
52.225-05	Trade Agreements	Nov 2013
52.225-13	Restrictions on Certain Foreign Purchases	June 2008
52.227-01	Authorization and Consent	December 2007
52.227-02	Notice and Assistance Regarding Patent and Copy Infringement	December 2007
52.277-11	Patent Rights – Ownership by the Contractor	May 2014
52.227-14	Rights in Data--General	May 2014
52.227-15	Representation of Limited Rights Data and Restricted Computer Software	December 2007
52.227-16	Additional Data Requirements	June 1987
52.227-17	Rights In Data--Special Works	December 2007
52.227-18	Rights in Data – Existing Works	December 2007

DRAFT

52.228-05	Insurance - Work on a Government Installation	January 1997
52.228-07	Insurance--Liability to Third Persons	March 1996
52.229-03	Federal, State, and Local Taxes	February 2013
52.230-02	Cost Accounting Standards	May 2012
52.230-03	Disclosure and Consistency of Cost Account Practices	May 2014
52.230-06	Administration of Cost Accounting Standards	June 2010
52.232-01	Payments	April 1984
52.232-08	Discounts for Prompt Payment	February 2002
52.232-09	Limitation on Withholding of Payments	April 1984
52.232-11	Extras	April 1984
52.232-17	Interest	May 2014
52.232-18	Availability of Funds	April 1984
52.232-19	Availability of Funds for the Next Fiscal Year	April 1984
52.232-22	Limitation of Funds	April 1984
52.232-23	Assignment of Claims	May 2014
52.232-25	Prompt Payment	July 2013
52.232-33	Payment by Electronic Funds Transfer-Systems for Award Management	July 2013
52.232-39	Unenforceability of Unauthorized Obligations	June 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	December 2013
52.233-01	Disputes	May 2014
52.233-03	Protest after Award	August 1996
52.233-04	Applicable Law for Breach of Contract Claim	October 2004
52.237-02	Protection of Government Buildings, Equipment, And Vegetation	April 1984
52.237-03	Continuity of Services	January 1991
52.242-13	Bankruptcy	July 1995
52.243-01 Alt II	Changes--Fixed Price - Alternate II	April 1984
52.243-02 Alt II	Changes -- Cost-Reimbursement	August 1987
52.243-07	Notification of Changes	April 1984
52.244-02	Subcontracts	June 2007
52.244-05	Competition In Subcontracting	December 1996
52.244-06	Subcontracts for Commercial Items	July 2014
52.245-01	Government Property	April 2012
52.246-17	Warranty of Supplies of a Noncomplex Nature	June 2003
52.246-25	Limitation of Liability--Services	February 1997
52.248-01	Value Engineering	October 2010
52.249-02	Termination for Convenience of the Government (Fixed-Price)	April 2012
52.249-04	Termination for Convenience of the Government (Services) (Short Form)	April 1984
52.249-06	Termination (Cost-Reimbursement)	May 2004
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.249-14	Excusable Delays	April 1984
52.251-01	Government Supply Sources	April 2012

DRAFT

I.2 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCTOBER 1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.3 52.216-18 ORDERING OCTOBER 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from July 1, 2105 through June 30, 2020.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.4 52.216-19 ORDER LIMITATIONS OCTOBER 1995

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $100,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor $300,000,000.00

(1) Any order for a single item in excess of $300,000,000.00;
(2) Any order for a combination of items in excess of $300,000,000.00; or

DRAFT

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

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

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

(End of Clause)

I.5 52.216-22 INDEFINITE QUANTITY OCTOBER 1995

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **June 30, 2020.**

(End of Clause)

I.6 52.216-24 LIMITATION OF GOVERNMENT LIABILITY APRIL 1984

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is __*__dollars.

***TO BE DETERMINED AT AWARD**

I.7 52.217-08 OPTION TO EXTEND SERVICES NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not

DRAFT

exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days from the expiration of the contract.

(End of clause)

I.8 52.228-3 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) JULY 2014

The Contractor shall:

(a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires; and,

(b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of Clause)

I.9 1452.201-70 AUTHORITIES AND DELEGATIONS SEPTEMBER 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 will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

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

Contracting Officer's Representative	**Contracting Officer's Representative**
U.S. Geological Survey Earth Resources Observation Systems 47914 252nd Street Sioux Falls, SD 57198-9801 **TO BE DETERMINED**	U.S. Geological Survey Earth Resources Observation Systems 47914 252nd Street Sioux Falls, SD 57198-9801 **TO BE DETERMINED**

(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.

DRAFT

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. 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, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, 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 COR.

(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 COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

I.10 1452.203-70 RESTRICTION ON ENDORSEMENTS--DEPARTMENT OF THE INTERIOR JULY 1996

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

I.11 1452.204-70 RELEASE OF CLAIMS -- DEPARTMENT OF THE INTERIOR (JUL 1996) JULY 1996

After completion of work and prior to final payment, the Contractor shall furnish to the Contracting Officer a release of claims against the United States relating to this contract. The Release of Claims form (DI-137), Attachment D, shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

I.12 1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION -- DEPARTMENT OF THE INTERIOR (APR 1984) APRIL 1984

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

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

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4),

which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

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

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

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

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

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

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

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

(End of provision)

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I.13 1452.228-70 LIABILITY INSURANCE - DEPARTMENT OF THE INTERIOR (MODIFIED) JULY 1998

With respect to Clauses 52.228-5, 52.228-7 and DIAR 1452.228-70, the contractor shall acquire and maintain the following amounts of insurance.

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

$100,000.00 each person*
$500,000.00 each occurrence*
$100,000.00 property damage*

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

(c) Automobile liability with minimum limits of $200,000 per person and $500,000 per accident or occurrence for bodily injury and $20,000 per accident or occurrence of property damage.

*These amounts to be set by the Contracting Officer.

{End of clause}

I.14 1452.233-2 SERVICE OF PROTEST -- DEPARTMENT OF THE INTERIOR (JUL 1996) (DEVIATION) JULY 1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Department of the Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

I.15 DISCONTINOUS NOTICE

The Government shall give the contractor 60 days prior written notice of discontinuance of services or a shorter notice

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when agreed to by the contractor.

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SECTION J – LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS LOCATED IN THE BIDDER'S LIBRARY

Document	Title	No. of Pages
Attachment A	Earned Value Management (EVM)	9
Attachment B	Government Furnished Property/Material	64
Attachment C	Wage Determination	11
Attachment D	Release of Claims	1
Attachment E	Information Technology Security Requirements	17
Attachment F	Non-Disclosure Agreement	1
Attachment G	Past Performance Questionnaire	3
Attachment H	Subcontracting Plan Sample	9

J.2 LIST OF TASK ORDERS LOCATED IN BIDDERS LIBRARY AS REFERENCED IN SECTIONS L AND M.

1. Transition-In Plan Task Order (Firm Fixed Price)
2. Sample Task Order #1 – Landsat Next Task (Cost Plus Fixed Fee (CPFF))
    a. Reference Document: LDCM-OCD-007
    b. Reference Document: LSDS-456
    c. Reference Document: LSDS-749
    d. Reference Document: NPR 7123.1B
3. Sample Task Order #2 – LPDAAC Systems Maintenance Support (CPFF)
    a. Reference Document: EOS Systems Engineering Management Plan (SEMP)
    b. Reference Document: EOS Architecture
4. Sample Task Order #3 – Science Support Representative Task (CPFF)
    a. Reference Document: Coastal National Elevation Database (CoNED)
    b. Reference Document: LCMAP General Briefing

J.3 Link for Bidders Library for Task Orders and Attachments

http://www.usgs.gov/contracts/acq_opp/EROS_index.html

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SECTION K – REPRESNTATIONS, CERTIFICATION, AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this address:

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

Clause	Title	Date
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	December 2001
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	September 2007
52.204-05	Women-Owned Business Other Than Small Business	May 1999
52.222-38	Compliance With Veterans' Employment Reporting Requirements	September 2010
52.223-05	Pollution Prevention and Right-to-Know Information	May 2011
52.225.25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification	December 2012

K.2 52.204-3 TAXPAYER IDENTIFICATION OCTOBER 1998

(a) Definitions.
"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
(c) 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.
(d) 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;

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[_] Offeror is an agency or instrumentality of a foreign government;
[_] Offeror is an agency or instrumentality of a Federal Government;

(e) 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 CFR 1.6049-4;
[_] Other _____.

(f) Common Parent.

[_] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
[_] Name and TIN of common parent:
Name_____
TIN_____

(End of Provision)

K.3 52.204-08 ANNUAL REPRESENTATIONS AND CERIFICATIONS MAY 2014

(a)
(1) The North American Industry classification System (NAICS) code for this acquisition is **541513**.
(2) The small business size standard is **$27.5**.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
(b)
(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
[_] (i) Paragraph (d) applies.
[_] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
(c)
(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
(C) The solicitation is for utility services for which rates are set by law or regulation.
(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.
(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.
(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
(A) If the acquisition value is less than $25,000, the basic provision applies.
(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.
(C) If the acquisition value is $50,000 or more but is less than $79,507, the provision with its Alternate II applies.
(D) If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.
(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—
(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
(2) The following certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]
___ (i) 52.219-22, Small Disadvantaged Business Status.
___ (A) Basic.

___ (B) Alternate I.
___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
___ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
___ (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
___ (vi) 52.227-6, Royalty Information.
___ (A) Basic.
___ (B) Alternate I.
_X__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. 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.

FAR Clause	Title	Date	Change

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 on SAM.

(End of Provision)

K.4 52.209-07 INFORMATION REGARDING RESPONSIBLITIY MATTERS JULY 2013

Information Regarding Responsibility Matters (Jul 2013)
(a) *Definitions*. As used in this provision—
"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
"Federal contracts and grants with total value greater than $10,000,000" means—
(1) The total value of all current, active contracts and grants, including all priced options; and
(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [_] has [_] does not have current active Federal contracts and grants with total value greater than $10,000,000.
(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.
(iii) In an administrative proceeding, a finding of fault and liability that results in—
(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

(End of provision)

K.5 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEBUARY 1999

The offeror represents that –

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

(b) It * has, * has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K.6 52.222-25 AFFIRMATIVE ACTION COMPLAINCE APRIL 1984

The offeror represents that --

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

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

(End of Provision)

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K.7 52.225-02 BUY AMERICAN CERTIFICATE MAY 2014

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."
(b) Foreign End Products:

Line Item No.:	Country of Origin:

[*List as necessary*]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of Provision)

K.8 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE DECEMBER 2007

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data--General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]—
[ ] (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or
[ ] (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

_____
_____
_____

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

K.9 52.230-01 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION MAY 2012

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.
If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.
I. Disclosure Statement -- Cost Accounting Practices and Certification
(a) Any contract in excess of $700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.
Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.
(c) Check the appropriate box below:
* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:
(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
(ii) One copy to the cognizant Federal auditor.
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)
Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____
The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.
* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:
Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____
The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.
* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.
* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that
(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

* yes * no

(End of Provision)

K.10 52.230-07 PROPOSAL DISCLOSURE – COST ACCOUNTING PRACTICE CHANGES APRIL 2005

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ] Yes [ ] No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

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SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this address:

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

Clause	Title	Date
52.204-06	Data Universal Numbering System Number	July 2003
52.204-07	System for Award Management	July 2013
52.214-34	Submission of Offerors in the English Language	Apr 1991
52.214-35	Submission of Offerors in U.S. Currency	Apr 1991
52.215-01	Instructions to Offerors -- Competitive Acquisition	January 2004
52.215-01 Alt 1	Instructions to Offerors -- Competitive Acquisition	October 1997
52.215-16	Facilities Capital Cost of Money	June 2003
52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation	September 2006
52.222-46	Evaluation of Compensation for Professional Employees	Feb 1993
52.237-10	Identification of Uncompensated Overtime	October 1997

L.2 52.216-1 TYPE OF CONTRACT APRIL 1984

The Government contemplates a performance based, Indefinite Delivery/Indefinite Quantity contract type with Firm Fixed Price (FFP) or Cost Plus Fixed Fee (CPFF) task orders.

L.3 52.233-02 SERVICE PROTEST AUGUST 1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the office designated for receipt of hand carried bids or proposals.

U.S. Geological Survey
Office of Acquisition and Grants, MS 205
ATTN: Robin Doyle
12201 Sunrise Valley Drive
Reston, VA 20192

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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L.4 GS2101 INQUIRIES (MODIFIED) FEBRUARY 2007

Offerors are instructed to contact only the solicitation Issuing Office shown on page 1 (Block 7 on SF 33) for information about any aspect of the solicitation. Prospective offerors are cautioned against contacting Government technical personnel in regard to this solicitation prior to award of this procurement. If such a contact occurs and is found to be prejudicial to competing offerors, the offeror making such a contact may be excluded from award consideration. Accordingly, all communications prior to award must be directed to the Contracting Officer named on page 1 (Block 10 on SF 33). Inquiries must be submitted in writing by e-mail. Questions should be worded so as to avoid disclosing bid strategies or proprietary solutions. Questions and answers to all questions will be posted to the Federal Business Opportunities website. **Questions should be submitted to the Contracting Officer by close of business Tuesday, December 2, 2014 (draft RFP), 11:00 AM, Eastern Standard Time.** The government is under no obligation to answer questions received after this date.

L.5 GS2108 PREPROPOSAL CONFERENCE JULY 2001

A pre proposal conference will be conducted on **Thursday, November 20, 2014 at 10:00 AM Eastern Standard Time (EST) through 2:00 PM EST** at the below location to discuss the Government's requirement and answer questions about this solicitation.

United States Geological Survey
National Center
12201 Sunrise Valley Road
Reston, VA 20192

Offerors planning to attend the conference should notify the Contracting Officer identified on page 1 of this solicitation at least one work day in advance of the conference. If the offeror has questions regarding the solicitation, it is requested that they be submitted in writing in advance so that answers can be prepared and provided at the conference.

Notification of intent to attend the industry day must be submitted via email to the Contracting Officer no later than 2:00 PM EST Tuesday, November 18, 2014. The name of all participants and their contact information must be included in this email. The number of participants is limited to three (3) representatives per company. The Government does not intend and shall not pay for any travel or other costs associated with offerors attending the industry day.

Participants must present one form of Government issued identification with a picture to gain access to the USGS National Center. When entering the USGS campus, please follow the signs to visitor parking and enter the facility at the USGS Visitor Entrance. Proceed through security to the auditorium, where the industry day will begin. Additional information about visiting USGS can be found at http://www.usgs.gov/. Please note the USGS National Center has implemented the new REAL ID guidelines regarding access to Federal facilities that require identification that meets certain standards. Please note that only State Driver's Licenses conforming to REAL ID standards are allowed (Not Allowed: American Samoa, Arizona, Louisiana, Maine, Minnesota, New York, Oklahoma, and Washington). If you happen to have a driver's license from one of these states, you should also bring another form of identification (like a passport) just to assure there are no issues.

All questions and concerns may be submitted to the Contracting Officer via email only at rsdoyle@usgs.gov.

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L.6 GS2109 SCHEDULING OF SITE TOUR JULY 2001

The provision FAR 52.237-1, Site Visit, provides that the contractor will not be entitled to an increase in the contract price for conditions affecting performance which were ascertainable from a reasonably thorough inspection of the site. In view of this, a tour of the site has been scheduled and will meet at the below time and place.

Date: Tuesday, December 2, 2014 Time: 9:00 AM – 4:00 PM CST

United States Geological Survey
Earth Resources Observation and Science (EROS) Center
47914 252nd St,
Sioux Falls, South Dakota 57198

Notification of intent to attend the tour must be submitted via email to the Contracting Officer no later than 2:00 PM EST Wednesday, November 26, 2014. The name of all participants and their contact information must be included in this email. The number of participants is limited to three (3) representatives per company. The Government does not intend and shall not pay for any travel or other costs associated with offerors attending the site tour.

Participants must present one form of Government issued identification (e.g., Federal ID, passport, visa, military, State Driver's License) with a picture to gain access to the USGS EROS Data Center. Please note that only State Driver's Licenses conforming to REAL ID standards are allowed (Not Allowed: American Samoa, Arizona, Louisiana, Maine, Minnesota, New York, Oklahoma, and Washington). Visitor vehicles will be safety/security screened at the EROS gate. Visitors will be directed to the visitor parking area and will be processed through the magnetometer. The site tour will last 1-2 hours. Representatives may be asked to arrive at specific hours depending on the number of participants.

All questions and concerns may be submitted to the Contracting Officer via email only at rsdoyle@usgs.gov.

L.7 GS2112 INVOLVEMENT OF CURRENT/FORMER EMPLOYEES AUGUST 2001

(a) Awards to current Government employees, or firms owned or controlled by them, their spouse or minor child, are restricted by FAR 3.601 to exceptional cases approved by the Head of the Contracting Activity. Restrictions regarding current employees apply to regular employees and special Government employees (such as WAE), as those terms are defined in 43 CFR Section 20.735-1. To avoid an appearance of impropriety, preferential treatment, or unfair competitive advantage, the U.S. Geological Survey has established additional disclosure and review requirements for awards to or involving former USGS regular employees.

(b) The prospective contractor must provide a disclosure statement in its proposal identifying any current Government employees or former USGS employees who will be involved in the proposal and/or resultant contract and the nature of their involvement or financial interests, if

(1) The offeror is a current Government employee, such employee's spouse or minor child, or a former USGS employee;

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

(3) The offeror has employed in the preparation of this proposal or plans to employ on any contract resulting from

this solicitation a current Government employee or former USGS employee.

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

L.8 GS2113 ORGANIZATIONAL CONFLICT OF INTEREST DISCLOSURE JULY 2001

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

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

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

L.9 GS2114 EXCEPTIONS TO SOLICITATION TERMS AND CONDITIONS JULY 2001

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

L.10 GS2115 INDEPENDENT REVIEW OF PROTESTS TO THE AGENCY JULY 2001

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

L.11 GS2121 PRICING OF CONTRACT YEARS – SERVICE CONTRACT ACT ADJUSTMENTS (MODIFIED) APRIL 2006

(a) The offeror shall submit prices for projected out years (5 years) by assuming that the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor, for the initial base

period of performance will apply throughout the life of the contract. Future adjustments for wage and fringe benefit cost increases resulting from incorporation of Wage Determination increases will be made in accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year Contracts).

(b) Projected out year increases for positions exempt from the Service Contract Act and for other costs must be included in the contractor's initial proposal.

L.12 GS2130 USE OF PPIRS PAST PERFORMANCE DATA AND/OR CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (CPARS) JANUARY 2003 (MODIFIED)

In the source selection process, USGS may use past performance information contained in the federal Past Performance Information Retrieval System (PPIRS.GOV) and/or Contractor Performance Assessment Reporting System (CPARS.GOV) in addition to any past performance data required elsewhere this this solicitation.

L.13 GS2149 SUBCONTRACTING PLAN REQUIREMENTS DECEMBER 2007

(a) The requirements of clause FAR 52.219-9 and this provision do not apply when: 1) the offeror is a small business; (2) the work is to be performed entirely outside of any state, territory or possession of the United States, the District of Columbia and the Commonwealth of Puerto Rico; or 3) the contract, including all future modifications, will not exceed $650,000. The requirement may also be waived if the Contracting Officer determines that the resultant contract does not offer subcontracting opportunities.

(b) If an individual contract plan is submitted under this solicitation, it must comply with the format contained in the sample provided in Attachment H. The Contracting Officer must make an affirmative determination regarding the acceptability of the subcontracting plan as one of the elements in determining eligibility for award.

L.14 SYSTEM FOR AWARD MANAGEMENT

The contract resulting from this solicitation will contain FAR clause 52.232-33, "Payment by Electronic Funds Transfer—System for Award Management." All Contractors receiving payments under USGS contracts, purchase orders, delivery orders, or other contractual vehicles must be registered in the System for Award Management (SAM) database. The SAM is a Department of Defense web-base repository of Contractor information. The Electronic Funds Transfer information in the SAM must be accurate in order for Contractors' invoices or contract financing requests to be considered proper invoices for the purpose of prompt payment under DOI contracts.

Interested offerors should read and understand the requirements of FAR 52.232-33. The successful offeror must register in the SAM before submitting any invoices or contract financing instruments to the USGS, and must maintain current, updated information in SAM throughout the performance period of the contract. Offerors can register in SAM at any time and are encouraged to do so immediately.

Offerors may register in the SAM database and obtain additional information at http://www.sam.gov/ or by calling 1-888-227-2423. The Contractor is responsible for the accuracy and completeness of the data within the SAM, and for any liability resulting from the DOI's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor must confirm on an annual basis that its information in the database is accurate and complete.

L.15 INCURRING COSTS

The Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds. Costs shall not be incurred by recipients of the solicitation in anticipation of receiving direct reimbursement from the Government. It is understood that your bid/proposal will become part of the official file on this matter without obligation to the Government.

L.16 ADMINISTRATIVE POINT OF CONTACT

Offerors shall direct all questions to Ms. Robin Doyle via e-mail rsdoyle@usgs.gov only.

L.17 ESTIMATED AWARD DATE

The estimated award date for this acquisition is June 1, 2015 with a period of performance to begin May 30, 2020.

L.18 SUBMITTAL LOCATION

Offeror shall submit an original plus eight (8) copies to the following address prior to the closing date/time listed in Block 9 of the SF33:

Mailing Address: United States Geological Survey
Attn: Robin Doyle, MS 205
12201 Sunrise Valley Drive
Reston, VA 20192
Telephone: 703-648-7346
Fax: 703-648-7901

Note: Please show the RFP number and closing date on the forwarding envelope. Mark the package containing the proposal "source selection sensitive". Late proposals will be rejected as untimely submissions.

L.19 HAND CARRIED AND COURIER DELIVERED BIDS/PROPORALS

When bids/proposals are hand-carried or sent by courier service, the offeror is responsible for insuring that the offer is received at the place and by the date and time specified in Block 9 of the Standard Form 33 (or blocks 8 and 9 of the SF 1449). All offerors must be closed, sealed and addressed as if for mailing and fully identified on the sealed envelope or container. If a hand carried proposal is inadequately marked or is delivered to a location other than the building and room specified in the solicitation, such mismarking and/or misdelivery will be presumed to be the primary cause if the proposal is not received at the specified location by the specified date and time.

If you use an overnight delivery service, make sure the service will deliver the package to the specified room location, rather than offering only door-to-door service. When the courier delivers documents to a central mailroom or loading dock facility, the items typically will not be received in the designated room location for one or more workdays.

Offerors are advised that all packages, including courier or other hand-delivered proposals are subject to search and/or x-ray upon entering the USGS facility.

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L.20 FACSIMILE BIDS

Facsimile bids/proposals will not be considered or accepted for this solicitation.

L.21 PROCUREMENT INTEGRITY ACT

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

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

L.22 AUTHORIZED OFFICIAL AND SUBMISSIONS OF PROPOSAL

The original proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the address and marked as indicated in Section L. Proposals shall be typewritten, paginated, reproduced on letter-sized paper, and legible in all required copies.

L-23 GS2150 PROPOSAL FORMAT AND SUBMISSION INSTRUCTIONS (Modified)

Proposal Organization: Proposals shall be submitted in three volumes, one volume containing the "Technical Proposal", one containing the "Task Order Proposals" and the other volume containing the "Business Management Proposal".

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

VOLUME I: TECHNICAL PROPOSAL FORMAT			
Factors	**Item**	**File Reference**	**Page Limit**
FACTOR A: TECHNICAL APPROACH	Technical Management Practices	A-1	15 pages
	Task Orders	A-2	
	Transition-In Task Order	A-2.1	Task Plan – 10 pages
	Sample Task 1: Landsat Development	A-2.2	Task Plan – 10 pages; Representative Deliverable – 10 pages
	Sample Task 2: LPDAAC System Maintenance Support	A-2.3	Task Plan – 10 pages; Representative Deliverable – 3 pages

	Sample Task 3: Science Support Task	A-2.4	Task Plan – 10 pages
FACTOR B: MANAGEMENT PLAN	Key Positions	B-1	2 page limit on each resume
	Skills Resource Management	B-2	15 pages (plus up to 10 pages additional for position descriptions)
FACTOR C: PAST PERFORMANCE		C	No page limits on past performance questionnaires.

VOLUME II: BUSINESS MANAGEMENT FORMAT			
Factors	**Item**	**File Reference**	**Page Limit**
FACTOR D: COST/PRICE PROPOSAL	Cover Letter & Introductory Narrative	D.1	3
	SF 33 and SF 30 (if appropriate)	D.2	N/A
	Section B Schedule of Services	D.3	N/A
	Section K Contractor Certification and Representations (prime and subs)	D.4	N/A
	Prime – Supporting Cost Proposal, including Pricing Model, Personnel Availability Chart, Uncompensated Overtime	D.5	N/A
	Subcontractor – Supporting Cost Proposal, including Pricing Model, Personnel Availability Chart, Uncompensated Overtime, Small Business Subcontracting Plan (if applicable)	D.6	N/A
	Cost Proposal for Transition Plan – This task order will be awarded at time of contract award	D.7	N/A
	Cost Proposal for Sample Task 1	D.8	N/A
	Cost Proposal for Sample Task 2	D.9	N/A
	Cost Proposal for Sample Task 3	D.10	N/A
	Subcontracting and/or Teaming Arrangement Agreement, (if applicable)	D.11	N/A
	Personnel Availability Chart	D.12	N/A
	Uncompensated Overtime	D.13	N/A
	Offeror's Financial Resources	D.14	N/A
	Licenses, Professional Certifications or permits	D.15	N/A
	Proof of approved accounting system; DCAA audit information	D.16	N/A
FACTOR E: SMALL BUSINESS SUBCONTRACTING PLAN		E	20
FACTOR F: CORPORATE EXPERIENCE		F	2 pages per contract experience

*Note: Files D.5 through D.10 should be provided in an Excel spreadsheet and submitted on a CD to the Contracting Officer with the offeror's proposal. All Excel files should show formulas, and not be a read-only spreadsheet.

The Government will not accept alternate proposals. If you fail or refuse to assent to any of the terms and conditions of this solicitation, propose additional terms or conditions, or fail to submit any of the information required by this solicitation, then the Government will consider your offer to be unacceptable, which will make you ineligible for contract award.

The only way that an unacceptable offer could be made acceptable would be through discussions (see FAR 15.306(d)). However, the Government intends to award a contract without discussions, as permitted by FAR 15.306(a) and 52.215-1. The government reserves the right to conduct discussions and to permit offerors to revise their proposals if the government thinks it is in our best interest to do so.

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

L.24 TECHNICAL PROPOSAL INSTRUCTIONS (Modified)

The Technical Proposal shall be sufficient to enable technical evaluation personnel to make a thorough and complete evaluation, and to arrive at a sound determination as to whether the requirements of this solicitation are understood and satisfied. To facilitate this evaluation, the Technical Proposal shall be sufficiently specific, detailed, and complete to demonstrate clearly and fully that the offeror has a thorough understanding of the requirements for, and technical problems inherent in, the requirements of the solicitation.

Each proposal must be sufficiently complete to demonstrate an understanding of and an ability to comply with all the requirements referenced in the applicable solicitation and performance work statement. Clarity, completeness, and conciseness are essential and the quality of the proposal will be evaluated in the context of being representative of the offeror's product/services.

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

The Technical Proposal shall consist of the following components. **No cost or pricing information shall be included in the Technical Proposal, Volume I.**

FACTOR A: TECHNICAL MANAGEMENT PRACTICES

- Define the technical task management "best practices" that your team would utilize at EROS. Provide specifics as to how you would implement these best practices including any processes, tools, and frameworks that you feel are unique to your organization. Describe how you will ensure your staff has the skills and tools to implement this corporate knowledge. Describe how your contract team proposes to provide innovative approaches to work at USGS/EROS while minimizing risk to project activities.

- Describe the communications and reporting mechanisms, including content and frequency, which your team would utilize when working with USGS/EROS project managers, Senior Managers and the USGS

COR. Describe your approach to eliciting requirements from stakeholders and communicating these requirements. Communications should include, but are not limited to scope, schedule, cost, and technical status.

- Describe how your contract team proposes to employ enterprise practices within the contract. In a task-based environment, describe your approach to identify process improvements, architectural enhancements, or efficiencies within and across tasks and how you would propose such recommendations to management. Describe your approach in coordinating engineering efforts between hardware engineers, software engineers, business process analysts, and management.

Factor A-2: Task Orders

The Offeror shall respond to the following representative EROS tasks. Detailed task orders and supporting documents are located in the Reading Room located at http://www.usgs.gov/contracts/acq_opp/EROS_index.html.

A-2.1 Transition-In Plan Task (FFP)

The response to this Task Order is expected to BE AWARDED AT CONTRACT AWARD. The offeror's shall provide a plan for contract transition including:

- Training of staff transitioned to the new contract in corporate best practices and planned contracting processes;
- Appropriately determining skill categories and compensation of staff transitioned to the new contract;
- Developing initial responses to task orders; and,
- 10 page limit.

A-2.2: Sample Task 1 – Landsat Next Task (CPFF)

The response to this Task Order is expected to demonstrate the offeror's ability to plan a technical effort demonstrative of the effort necessary to support development of systems and system changes necessary for the next Landsat mission. This is limited to one small portion of the work to actually be completed. Two items are requested from the offeror in response to this task order:

- A task plan for this task order, to include (at a minimum) approach, scope, schedule, staffing (using titles from the skill matrix) by month, and the basis-of- estimate. Narrative for the task plan is limited to 10 pages. There is no page limit on supporting files for the schedule and basis-of-estimate. It is requested that the schedule be provided in softcopy using Microsoft Project.
- A representative plan that provides a description of the review process, deliverables and a description or sample of the Monthly Project Status Review as outline in the Performance Objectives of Sample Task 1.
- The page limit for these items is 10 pages.

A-2.3: Sample Task 2 – LPDAAC Systems Maintenance Support (CPFF)

The response to this Task Order is expected to demonstrate the offeror's ability to operate and maintain Land Processes Distributed Active Archive Center (LPDAAC) systems efficiently and maintain the systems. Responses to two areas are requested from the offeror in response to this task order:

- A task plan for this task order to include (at a minimum) approach, scope, schedule, staffing (using titles from the skill matrix) by month and the basis-of-estimate. Narrative for the task planned is limited to 10

pages. There is no page limit on supporting files for the schedule and basis-of-estimate. It is requested that the schedule be provided in softcopy using Microsoft Project.

- A representative sample Monthly Status Report as described in Objective and is limited to 3 pages.
- The page limit for the task plan is 10 pages but does not includ the Monthly Status Report.

A-2.4: Sample Task 3 – Science Support Representative Task (CPFF)

The response to this Task Order is expected to demonstrate the offeror's ability to provide technical support for acquiring, custom processing, maintaining, and providing timely access data sets, development of models and databases of science information, and prototyping of new data algorithms. Response requested from the offeror in response to this task order:

- A task plan for this task order to included (at a minimum) approach, scope, schedule, staffing (using titles from the skill matrix) by month and the basis-of-estimate. Narrative for the task plane is limited to 10 pages. There is no page limit on supporting files for the schedule and basis-of-estimate. It is requested that the schedule be provided in softcopy using Microsoft Project.

FACTOR B: MANAGEMENT PLAN

Sub-factor B-1: Key Positions

- Provide brief position descriptions including major duties, authorities, and educational and experience requirements for the following key positions:
  - Program Manager
  - Deputy Program Manager
  - Business Manager
  - Up to three additional upper level management position(s) of your choice

  Also describe how these positions interact to form an effective management team.

- Provide the name and resume for the individuals proposed to fill the Program Manager and Business Manager positions at a minimum. Attach a signed statement of availability for the project. Resumes and signed statements shall be attachments to your proposal. Resumes shall be limited to two (2) pages. Offerors are cautioned to verify the continued availability of individuals proposed prior to submission of any revised final offer.

Sub-factor B-2: Skills Resource Management

Provide information which demonstrates the ability to manage and maintain a skilled workforce to perform the technical support work required by EROS including:

- A technical skills position matrix that shows the various skill groups, skill levels, and the training/certification and experience associated with each skill level. The matrix table shall be provided in the proposal, whereas a maximum of 10 pages of detailed position descriptions may be included in an attachment and not applied to the page limitation.

- The process for effectively and efficiently managing the assignment of technical skilled staff to tasks. An allocation of staff using the skills matrix, requested above, is required for each representative task in sub-factor A-2.

DRAFT

- The processes employed to maintain a proper skill mix and make skill mix assignments and adjustments for new or changing work requirements. Demonstrate the ability to *maintain* a skilled technical workforce given an ever rapidly changing technology industry.

- Demonstrate the use of temporary or part-time staff, short-term experts, and corporate reach-back to enhance flexibility in meeting special, short-term, or less than full-time skills resource requirements.

FACTOR C: PAST PERFORMANCE INFORMATION

a. In addition to the information requested above, offerors (prime and subcontractors) are to provide past performance information for each contract reference cited in Factor G. If the offeror's past performance information is located in the Past Performance Information Retrieval System (PPIRS) and/or Contractor Performance Assessment Reporting System (CPARS), then it is not necessary for a past performance questionnaire to be submitted for this reference in Attachment G. For those offerors whose past performance is not located in the automated systems, offerors shall contact their references and request that each reference complete RFP, Attachment A "Past Performance Questionnaire" and email the completed survey form directly to Robin Doyle (rsdoyle@usgs.gov), or mail to USGS, Office of Acquisition and Grants, 12201 Sunrise Valley Drive, MS 205, Reston, VA 20192, at least 10 days BEFORE THE DUE DATE OF THIS SOLICITATION. The Government may consider questionnaires received after the due date of the solicitation. The Government reserves the right to contact references for verification or additional information.

b. The Government reserves the right to use past performance information obtained from sources other than those identified by the offeror. This past performance information will be used for the evaluation of past performance.

c. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the offeror. The burden of providing thorough and complete past performance information remains with the offeror.

d. Offerors with no record of relevant past performance must submit a signed and dated statement to that effect in the proposal or email/mail directly to the contracting officer.

L.25 GS2170 BUSINESS MANAGEMENT PROPOSAL INSTRUCTIONS (Modified)

Volume II

FACTOR D: COST/PRICE PROPOSAL

The offeror's proposal shall consist of the following:

1. Cover letter and introductory narrative
2. Signed and completed solicitation package including all amendments (if any).
3. Completed Section B.
4. All representations and certifications executed as required by Section K.
5. Cost breakdown to include loaded and unloaded labor rates per labor category, indirect costs (G&A, overhead, fringe benefits, material handling, etc.), ODCs (material, equipment, supplies, travel, etc.), subcontracting, escalation factors and any fee(s). The breakdown should be submitted in hard copy and in Excel format on a CD. The base year and each option year cost breakdown shall be delineated on a separate worksheet for each year in the Excel file. Note: Proposals containing labor rates less than the applicable

Wage Determination/Collective Bargaining Agreement may be found unacceptable and eliminated from competition.

6. Subcontractor proposals (if any) that comply with the instructions in #4 above. If a subcontractor does not wish to divulge proprietary cost information to the prime contractor, the subcontractor may submit their proposal to the prime in a sealed envelope marked "for Government use only". The prime contractor can submit the sealed subcontractor(s) proposal with the prime's submission. Note: If a subcontractor is a large business and is also performing $650,000 or more of the total value of the proposed effort, the subcontractor must also submit a Small Business Subcontracting Plan to the Government for this effort. A model small business subcontracting plan can be found at http://www.acquisition.gov/gsam/current/html/Part519AppA.html.
7. Cost proposal for transition period. Proposal shall include a complete cost break-down, as detailed in paragraph #4 above.
8. Cost proposal for Sample Task #1. Proposal shall include a complete cost break-down, as detailed in paragraph #4 above.
9. Cost proposal for Sample Task #2. Proposal shall include a complete cost break-down, as detailed in paragraph #4 above.
10. Cost proposal for Sample Task #3. Proposal shall include a complete cost break-down, as detailed in paragraph #4 above.
11. Subcontracting and/or teaming arrangement agreement.
12. Personnel availability chart (chart reflecting availability of personnel dedicated to the contract and percentage of work to be accomplished by prime and subcontractors by labor category).
13. Identification and explanation of uncompensated overtime (if any).
14. Information about the company's financial resources shall be provided. Copies of the offeror's most current certified financial statements and balance sheets and profit and loss statements from the last two years should be provided. If additional financing is expected to be required for performance of the resultant contract, describe the nature of such arrangements.
15. Describe how your company will satisfy specific requirements in the performance work statement for licenses, professional certifications, or permits.
16. Proof of an approved accounting system and approved purchasing system. If offeror's and significant subcontractor's accounting system has been reviewed and approved by a Government auditor, provide the auditor's name and telephone number and date of most recent review. Please submit a copy of the Government audit, if available.

FACTOR E: SMALL BUSINESS SUBCONTRACTING PLAN

In accordance with Clause I.19, "FAR 52.219-9, Small Business Subcontracting Plan," an acceptable Small Business Subcontracting Plan is required prior to contract execution. Offerors are reminded that said Subcontracting Plan is required to be submitted as part of Volume II (see Section L.13).

The Offeror, in developing its proposed plan, shall establish specific goals for each small business category as follows:

(1) small businesses (includes small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and woman-owned small business concerns);

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(2) veteran-owned small business;
(3) service-disabled veteran-owned small business;
(4) HUBZone small business;
(5) small disadvantaged business; and
(6) woman-owned small business.

The Offeror's plan shall address the eleven elements identified in FAR 52.219-9(d). The Offeror shall establish goals that afford small businesses with the maximum practicable opportunity to participate in contract performance consistent with efficient performance.

For information purposes, the Small Business Subcontracting Plan goals and achievements of the incumbent contractor are available for review on the website http://rfpAMES.sc.doe.gov/. The Department of the Interior has established the following subcontracting goals for FY15:

Small Business (SB)	44.5	percent
Small Disadvantaged Business (SDB)	5	percent
Women-Owned Small Business (WOSB)	5	percent
HUBZone Small Business	3	percent
Service-Disabled Veteran-Owned	3	percent

Each Offeror is strongly encouraged to consider this information in establishing goals under its proposed Small Business Subcontracting Plan.

FACTOR F: CORPORATE EXPERIENCE

a) The Government will assess the breadth, depth, relevance, and currency of the offeror's experience based on data provided in Corporate Experience. The offerors shall submit data on current contracts performed by the offeror or its proposed significant subcontractors for efforts similar and relevant to the requirements of the RFP. Relevant for the prime contractor is defined as a contract equal to or exceeding $25,000,000 for efforts similar in scope to the requirements of this RFP. Relevant for the significant subcontractors, if proposed, is defined as a contract equal to or exceeding $5,000,000 for efforts similar in scope to the requirements of the RFP. Please note that for each contract cited, the total contract type and price and final amount invoiced or invoiced to date, must be included. NOTE: Although a contract may meet the relevancy requirement of $25,000,000 (prime) or $5,000,000 (significant subcontractor) stated above, if the invoiced amount is significantly lower than that amount, little or no credit may be given for that contract. Current contracts are considered to include work done within the last three years. A significant subcontractor is defined as a subcontractor that will be performing at least 20% of the total proposed labor hours.

b) Corporate Experience shall be submitted for no less than three, but no more than five of the most current and relevant contracts (prime and subcontractors combined, but at least one from the prime). If an offeror does not have relevant Federal Government contracts, data of state governments, local governments, or commercial contracts, in that order, may be provided.

c) Corporate Experience information is limited to a maximum of two pages per contract.

L.26 GS2182 PRICE PROPOSAL INSTRUCTIONS (Modified)

(a) Because the Government anticipates adequate price competition under this solicitation, offerors are not requested to

DRAFT

submit detailed cost or pricing data with their proposals. If the Government determines that additional data are needed to conduct effective or meaningful negotiations or to establish the reasonableness or realism of proposed prices, offerors may be requested to provide supporting cost detail or market price information ("information other than cost or pricing data").

(b) If the resultant award would exceed $650,000 and the Contracting Officer determines such prices are not based on adequate price competition, the offeror will be required to provide cost and pricing data as required by FAR Table 15-2, or Truth in Negotiations Act exemption data in accordance with provision FAR 52.215-41. If no exemption applies, the offeror will be required, pursuant to Public Law 87-653, to certify that the cost or pricing data it furnished are accurate, complete, and current at the time agreement on price was reached. (See FAR 15.406-2 for the required wording of the certificate.)

L. 27 COST PROPOSAL PREPARATION INSTRUCTIONS

a. The offeror shall submit cost or pricing data on Standard Form 1411, Contract Pricing proposal Cover Sheet, prepared in accordance with FAR 15.804 and the following:

(1) Clearly identify separate cost or pricing data associated with all out years for additional periods, items or quantities, and/or major tasks. Detailed cost or price data may be presented in narrative form or on a spread sheet, provided that all cost or pricing data is adequately and clearly described. Place re/summary information on the FS 1411.

(2) Clearly identify all costs and data in support of the proposed cost/price.

(3) If other divisions, subsidiaries, a parent or affiliated companies will perform work or furnish material under this proposed contract, please provide the name and location of such affiliate and your intercompany pricing policy.

b. Individual Cost Elements

(1) Direct Labor

(i) Attach support schedules indicating types or categories of labor together with labor hours for each labor category, indicating rate of compensation. Indicate the method used in computing the labor rate. If individual labor rates are proposed, give employee names.

(ii) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology.

(iii) State whether any additional direct labor (new hires) will be required during the performance period of this acquisition. Is so, state the number required.

(iv) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21: (A) individual's name; (B) annual salary and the period for which the salary is applicable; (c) list of other research projects or proposals for which salary is allocated, and the proportionate time charged to each' and (d) other duties , such as teaching assignments, administrative assignments and other institutional activities, and the proportionate time charged to each.

(2) Indirect costs (overhead, general and administrative expenses) – Unless your proposed indirect rate(s) have

DRAFT

recently been accepted by a contracting agency of the Government, provide detailed supporting computations on cost pools, bases, work and sales projections, and allocation methods. Indicate whether your computations are based upon historical or projected data. If rates have been established by audit or negotiations with the Government, provide relevant information, including a copy of any applicable forward pricing or negotiated rate agreement.

(3) Travel expense – Attach a schedule illustrating how travel was computed.

(4) Consultant service – Identify the contemplated consultants. State among of service estimated to be required and the consultant's quoted daily or hourly rate.

(5) Subcontracts – When the cost of subcontract is substantial (25 percent of the estimated contract value or $25,000, whichever is less), include details of subcontract costs in the same format as the prime contractors' costs.

(6) Other direct costs – Attach a schedule illustrating how other direct costs were computed.

c. Facilities and special equipment

(1) Identify Government-owned property proposed to be used in the performance of the contract, and the Government agency which has cognizance over the property.

L.28 AWARD

Until a formal notice of award is issued, no communication by the Government either written or oral shall be interpreted as a promise that an award will be made.

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

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SECTION M – EVALUATION FACTORS FOR AWARD

M.1 GS2301 SINGLE AWARD AUGUST 2001

Offers (bids) will be evaluated on the basis of total aggregate price for all items. Offerors (bidders) are required to submit prices on each separately priced item and subline item listed in Section B, or to indicate that the item is "not separately priced" (NSP).

A bidder's failure to submit a price (or enter NSP) on all items will require rejection of the bid as nonresponsive.

M.2 GS2317 EVALUATION OF COST REALISM -- COST-REIMBURSEMENT SEPTEMBER 2008

(a) The Government will evaluate the reasonableness of proposed costs in accordance with FAR subpart 15.4 and the applicable cost principles in FAR Part 31. In addition, the Government will perform a cost realism analysis of offers to 1) verify the offeror's understanding of solicitation requirements, 2) assess the degree to which proposed costs accurately reflect the effort described in the technical proposal, and 3) identify apparent inconsistencies with specific solicitation requirements such as effort levels or minimum wage rates, if any. The Contracting Officer reserves the right to limit these detailed analyses to proposals that have been evaluated as technically acceptable.

(b) The Government reserves the right to adjust proposed costs for evaluation purposes if its analysis concludes that such costs may be understated in the offeror's proposal. If an offeror's proposed indirect rates are not supported by stable recent rate histories and sound cost and business projections, the Government reserves the right to evaluate the offeror's indirect costs at a realistic rate or rates determined by the Contracting Officer. Audit-recommended rates for labor, overhead and other indirect costs will be used in evaluating the most probable cost to the Government, unless the offeror provides convincing evidence to support the use of other rates. If the offeror agrees to establish ceiling rates for applicable indirect cost categories which are lower than the corresponding rate(s) as recommended by the auditor or determined by the Contracting Officer, the ceiling rate(s) will be used in the evaluation. If offered ceiling rates are significantly below the most current indirect rate submission, the Government may also consider the impact of such under recovery on performance risk.

M.3 ADJECTIVAL RATINGS FOR EVALUATION FACTORS A AND B

The following adjectival rating descriptions shall be used for Evaluation Factors A and B:

Excellent	Excellent in all respects; offers one or more significant advantages not offset by disadvantages; very good probability of success with overall low degree of risk in meeting the Government's requirements
Good	High quality in most respects; offers one or more advantages not offset by disadvantages; good probability of success with overall low to moderate degree of risk in meeting the Government's requirements.
Satisfactory	Adequate quality; any advantages are offset by disadvantages; fair probability of success with overall moderate to high degree of risk in meeting the Government's requirements.

Marginal	Overall quality cannot be determined because of errors, omissions or deficiencies which are capable of being corrected without a major rewrite or revision of the proposal.
Unsatisfactory	A proposal which contains major errors, omissions or deficiencies, or an unacceptably high degree of risk in meeting the Government's requirements; and these conditions cannot be corrected without a major rewrite or revision of the proposal.

M.4 ADJECTIVAL RATINGS FOR EVALUATION FACTOR C - PAST PERFORMANCE

The following adjectival rating descriptions shall be used for Evaluation Factor C:

Excellent	Past/present performance records exist that demonstrates superior performance in managing the type of effort similar to this type of task order to include managing cost, schedule, quality, challenges and risk contemplated by the task order solicitation. Few, if any, problems exist and if there were any problems, they were minor. Any corrective action that was necessary by the contractor is/was highly effective in all cases.
Good	Past/present performance records exist that demonstrates above average performance in managing the type of effort similar to this type of task order to include managing cost, schedule, quality, challenges and risk contemplated by the task order solicitation. Problems, if any, are minor. Corrective actions taken by the contractor are/were effective in all cases.
Satisfactory	Past/present performance records exist that demonstrate average performance in managing the type of effort similar to this task order to include managing cost, schedule, quality, challenges and risk contemplated by the task order solicitation. Problems may exist but corrective actions taken by the contractor are/were effective in most cases.
Unsatisfactory	Past/present performance records exist that demonstrate poor performance in managing cost, schedule, quality, challenges and risks contemplated by the task order solicitation. Problems exist for which solutions were not readily provided and/or which were/are ineffective. Customers are/were dissatisfied with offeror's performance.
Neutral	Neutral indicates that the offeror lacks a record of relevant or available past performance history. There is no expectation of either successful or unsuccessful performance based on the offeror's past performance record. No relevant past performance will neither hinder nor help the offeror in the evaluation of their proposal.

M.5 NO ADJECTIVAL RATING WILL BE USED FOR COST/PRICE PROPOSAL

The Government will evaluate Cost/Price to ensure it is complete, reasonable and realistic. Each offeror's level of effort and mix of labor proposed will be evaluated to determine that the total price proposed is fair and reasonable.

An adjectival evaluation of the offeror's Cost/Price proposal will not be conducted.

M.6 EVALUATION FACTORS/BASIS FOR AWARD

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

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

Proposals will be rated and ranked on the evaluation factors listed below:

1. **Technical Approach is significantly more important than any other factor.**
2. **Management Plan is more important than Past Performance.**
3. **The Small Business Subcontracting Plan and the Corporate Experience shall be rated on a pass/fail basis.**

VOLUME I

FACTOR A: TECHNICAL APPROACH

The Government will assess the offeror's Technical Approach by using the following factors:

Proposals will be evaluated on how project management, engineering, operations, and science support management best practices are described for use in an environment like EROS'. Proposals shall clearly demonstrate knowledge and understanding of best practices but documentation of best practices alone will not be sufficient. Proposals shall provide concrete examples of how these best practices were successfully implemented elsewhere and how they will be implemented at EROS. The evaluation shall consider the plan to utilize specific tools or processes and how the proposer plans to ensure staff are trained and enabled to utilize the tools and processes called out. Proposals will be evaluated on the effectiveness of the proposed communications mechanisms in providing timely, accurate, and relevant information to the USGS regarding task activities and the overall contract performance. Proposals will be evaluated on innovation and effectiveness of the proposed recommendations for identifying and implementing process improvements, architectural enhancements, and efficiencies across the organization and the evaluators will look for specific examples of improvements and efficiencies that were implemented in other task-based, project structured organizations. Proposals shall demonstrate knowledge and understanding of risk management and document how risk management will be implemented across projects. Sample tasks shall demonstrate appropriate level of skills associated with the work, appropriate level of risk, innovative approaches, project management maturity, and effective communications with the Government.

NOTE: The Transition-InTask Order Plan will be awarded at date of IDIQ contract award.

The offeror will not receive a passing score for this factor if the proposal does not provide a detailed technical approach that does not address the information mentioned above. A passing score will not be achieved if the factor does not demonstrate clearly that the staffing level is adequate for the task orders. The proposal needs to be detailed providing how the offeror will accomplish the task orders. Reiterating the USGS requirement will not be sufficient.

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FACTOR B: MANAGEMENT PLAN

The Government will assess the offeror's Management Plan by using the following factors:

Sub-factor B-1: Key Positions

Position descriptions will be evaluated based on duties, education, and experience relative to contract management requirements under this solicitation, the management approach proposed, and how well the positions complement others in the management team.

Key personnel resumes will be evaluated based on the individual's education and experience relative to:

- The mission of EROS
- Specific functions the individual will perform under the contract
- Complementary specialty skill and experience areas such as IDIQ/Task Order contracting, project/task management, systems/architecture, engineering, and operations.

Sub-factor B-2: Skills Resource Management

Proposals will be evaluated based on creative and innovative approaches and demonstrated successes in work environments similar to that of EROS. Consideration will be given to abilities, experiences, and corporate resources that will be leveraged: proposed management oversight and quality control of skills resource management processes and practices; proposed processes for skill mix maintenance and adjustments for new or changing work requirements both in the short-term and over the life of the contract; proposed processes for maintaining a trained and experienced technical workforce at various skill levels to bring the right skill to the job as required by the work; and provisions for addressing short-term or part-time skill and subject matter expert needs.

The offeror will not receive a passing score for this subfactor if the proposal does not provide a detailed a staffing plan that does not address the information mentioned above. A passing score will not be achieved if the staffing plan does not demonstrate clearly that the staffing level is adequate. Reiterating the USGS requirement will not be sufficient.

FACTOR C: PAST PERFORMANCE

The Government will assess each offeror's and proposed significant subcontractors past performance. The assessment will be an unbiased judgment about the quality of an offeror's past performance. The Government will use its subjective assessment to make a comparative assessment of an offeror's capability. Past performance is a measure of the degree to which an offeror satisfied its customers in the past and complied with the PWS, contract schedule, and contract terms and conditions. Past performance is also a measure of the risk of performance associated with the offeror.

The Government will assess the offeror's past performance in the areas of:

1. Quality of product or service
2. Schedule
3. Cost Control

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4. Business Relations
5. Management of Key Personnel

The Government may base its judgment about the quality of an offeror's past performance on:

1. Records of objective measurements and subjective ratings of specified performance attributes, if available, and,
2. Statements of opinion about the quality of specific aspects of an offeror's performance, or about the quality of an offeror's overall performance.

The Government may solicit information from an offeror's customers and business associates; federal, state, and local government agencies; and from other persons and organizations. The Government reserves the right to limit the number of references it decides to contact and to contact references other than those provided by the offeror. The evaluation will take in account the same type of information regarding significant subcontractors proposed in the offeror's proposal.

Offerors that have no record of past performance must submit a signed and dated statement to that effect. If an offeror submits a certification statement and the Government has no information available regarding the offeror's past performance, that offeror will receive a neutral rating (i.e., the offeror is evaluated neither favorably nor unfavorably) for past performance. If offerors (prime and/or significant subcontractors) provide reference information that is not relevant and current as defined in Section L, the offeror will receive a neutral rating for those contracts.

VOLUME II

FACTOR D: COST/PRICE PROPOSAL

A cost/price proposal shall be submitted in accordance with Section B set forth in this solicitation. Evaluation of an offeror's proposal shall be based on the information presented in the proposal and information available to the Contracting Office from sources deemed appropriate. Sources typically considered include Defense Contract Audit Agency, Defense Contract Management Agency, and other contracts with the same firms for similar items or services, known commercial sources such as Global Insight, Standard and Poor, etc. Proposals which are unrealistic in terms of technical or schedule commitments, or unrealistically high or low in terms of cost, may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity of risks of the proposed work and may be ground for rejection of the proposal. If the proposed contract required delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the government evaluators is implicit in the entire process.

a) Proposals will be evaluated for price realism.

b) The Government will evaluate offers for award purposes by adding the total price for all contract years to the total price for the basic award. To account for the possible use of the six month option period permitted under 52.217-8, the Government will take the price for the last contract year, prorated to a six month value, and add it to the sum of all contract years. This amount will be the total evaluated price. The Government may determine that an offer is unacceptable if the contract years are significantly unbalanced. Evaluation of contract years shall not obligate the Government to exercise the option.

FAR 52.217-8 can be exercised at any point during the period of performance of the order and -applies to the period of performance immediately preceding exercising the option.

FACTOR E: SMALL BUSINESS SUBCONTRACTING PLAN

Offerors will be evaluated on the extent of their participation with other small and small disadvantaged business concerns in performance of this effort. Offerors shall provide information concerning subcontracting, teaming, or joint venture arrangements. Small businesses include Women-Owned Small Businesses, Veteran-Owned Small Businesses, HUBZone Small Businesses, and Historically Black College or Universities and Minority Institutions. Plans should reflect a small business subcontracting goal of 25% for each year of proposed performance.

FACTOR F: CORPORATE EXPERIENCE

The Government will be evaluated each offeror's corporate experience on a pass/fail basis. The evaluation will be a subjective assessment of the offeror's experience with work of similar nature, scope, complexity, and difficulty to that which must be performed under the prospective contract contemplated by this solicitation. The objective of the evaluation is to:

- Determine the degree to which the offeror has previously encountered the kinds of work, uncertainties, challenges, and risks that it is likely to encounter under the prospective contract; and
- Develop insight into the offeror's relative capability and the relative risk associated with contracting with the offeror.

The Government's evaluation will be based primarily on the information provided by the offeror and submitted with its proposal. The Government will evaluate the work performed for each referenced contract for similarity and relevance to the work required under the contemplated contract. The more similar and relevant the work performed for the reference is to the contemplated work, the more valuable the experience to the Government. The Government reserves the right to consider information other than that included on the offeror proposal. Offerors (prime and significant subcontractors) shall provide only for corporate experience that is relevant and current as defined above. The offeror will be credited with only those contract references that the Government determines to be relevant and current.

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