

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 1 of 77
---------------------	-----------------------------------	-------------------------------	--------------

**SECTION B – SUPPLIES AND SERVICES AND PRICES**

The Government will set a ceiling of \$300,000,000.00; and, will determine the best value determination on the task orders under Section L.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 PERFORMANCE WORK STATEMENT

#### U.S. Geological Survey

#### Earth Resources Observation and Science (EROS) Center

#### Technical Support Services Contract

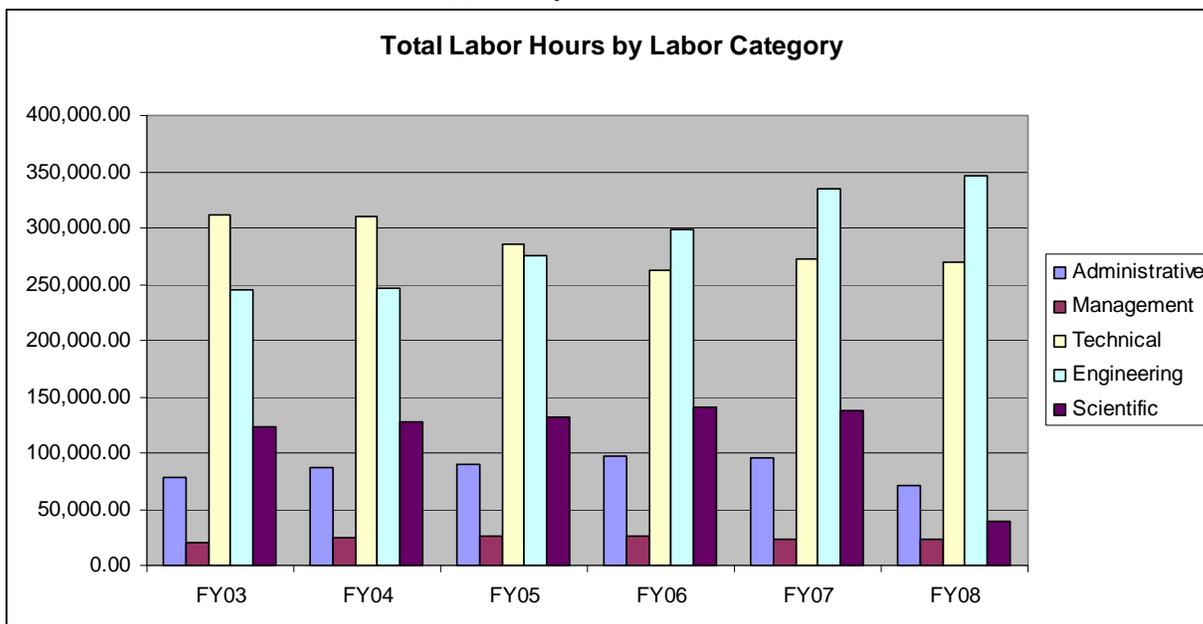
### C.1 BACKGROUND

The Earth Resources Observation and Science (EROS) Center was established in 1971 to receive, process, and distribute data from National Aeronautics and Space Administration (NASA) Landsat satellites, as well as aerial photographs gathered for the U.S. Geological Survey (USGS) and other agencies. The Center's most recent fiscal year income to support all programs was approximately \$82 million. EROS is located 16 miles northeast of Sioux Falls, South Dakota.

Today at EROS, approximately 130 Government employees comprise 22 percent of the workforce, and the remaining are contractors. A combined Government and contractor work environment has proven to be successful for over 35 years at EROS. This partnership combines government and industry strengths and ensures workforce flexibility. The Government employees oversee the work of the Center, while individual contractors have defined areas of responsibility.

Work under this contract includes, but is not limited to satellite systems engineering, software development, project management, computer operations, network engineering, satellite data acquisition, scientific applications of satellite remote sensing data 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) and Landsat Data Continuity Contract (LDCC) workforces. The information is based on several basic labor classifications and the historical level of effort for each for the last six (6) fiscal years.



<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 3 of 77
---------------------	-----------------------------------	-------------------------------	--------------

## **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 Center is a national data reception, processing, archiving, distribution, and research facility for remotely sensed data and other forms of geographic information. EROS collects and distributes many types of remotely sensed and earth science data and investigates ways to use the data in scientific research and for resource planning and management. 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, information technology, 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 qualified and trained personnel, administrative support for those personnel, supplies and materials not provided by the Government, necessary to carry out the contractor's work at EROS. All technical support requirements will be communicated by the Government via task orders. This work statement defines the broad scope of work areas in which 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, such as may result from appropriation levels or program changes for, future satellite missions, National Ecological Observation Network, national security programs, and unanticipated mission failures or decommissionings:

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, lead scientific research.
- b. Support services for USGS components other than EROS.

### **C.4.1 Science Support**

A key mission element of the EROS Center is to promote new uses, new users, 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;

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 4 of 77
---------------------	-----------------------------------	-------------------------------	--------------

- 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 via cooperative applications projects and technical consultations;
- conducting user requirements investigations;
- documenting results via USGS-sanctioned publications;
- providing day-to-day user assistance regarding remote sensing and spatial data handling technologies and applications;
- carrying out special assignments, such as cooperation with professional societies;
- coordinating and preparing periodic reporting, including quarterly and annual reports.

Research investigations are required in the areas of radiometric, geometric, 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 (that is, 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 EROS 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

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 5 of 77
---------------------	-----------------------------------	-------------------------------	--------------

variety of formats primarily via the Internet.

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 EROS products and services; providing applications support and consultation to users of EROS' 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 to EROS.

The contractor shall provide support associated with archiving, which involves managing 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, 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); metadata gathering, preparation, and maintenance in compliance with USGS and EROS 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 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; and maintenance contract administration. Also, the contractor shall provide support pertaining to center-wide desktop applications support services such as the user help desk, microcomputer installation and maintenance support, network services, center-wide desktop software license management, a shared equipment pool, and technical instruction services.

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

- installing, maintaining and supporting operating systems, utilities and other common use software including troubleshooting and performance tuning;
- supporting the installation and testing of new operating system software releases, vendor package installation and upgrades, and specialized hardware devices;
- providing and coordinating engineering and repair of electronic equipment at EROS;
- performing system administration tasks as related to computer access controls, Automated Data Processing (ADP) security, resource utilization, and cost allocation;
- installing and integrating new computers, servers, file servers, workstations, special purpose systems, subsystems, peripherals and other electronic equipment;
- establishing, monitoring and/or performing preventive maintenance activities, making repairs as necessary, designing modifications to 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 recommendations related to equipment replacement, enhancement, and maintenance;
- recommending, ordering, and installing all engineering change notices received from the various manufacturers required to keep systems current.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 6 of 77
---------------------	-----------------------------------	-------------------------------	--------------

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;
- preparing, coordinating, scheduling, and performing production control and dissemination of scheduled computer tasks and resulting outputs;
- documenting and maintaining forms, logs, and operational procedures;
- 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 EROS projects and Center Facilities Management with monitoring and reporting environmental (temperature, humidity, and dust levels), system uptime and achievement of service level agreements, infrastructure planning such as anticipated electrical changes (system moves, adds), space utilization planning and design.

The contractor shall provide desktop support services, which include:

- planning, integration, hardware and software installation, and maintenance of computer and support systems based on the Windows and Macintosh operating systems and involving such work activities as
- managing and operating a Help Desk function responding to requests for support of desktop equipment and software used by the contractor's workforce, federal employees, and employees of other agencies and contractors in support of EROS.
- 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 or Macintosh OS, printers, and other peripherals;
- providing general support services and assistance to microcomputer users, support word processing training activities, assist with desktop computer hardware and software configurations, configuration of new equipment, monitor the electronic bulletin board and communications systems for internal EROS employee message postings, and support their communication between desktop computers and other computer systems.
- Implementation of identified DOI or USGS bureauwide system management or security settings and processes on EROS microcomputer equipment.

#### **C.4.4 Engineering Support**

A critical EROS requirement is the provision of a full range of computer systems engineering, development, and integration services to EROS 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 or software development, software project planning and estimation, and systems integration and testing. These services are intended to support both the ongoing maintenance and enhancement of existing systems, and the development and implementation of new systems.

A key requirement at EROS is technical support and assistance with the development and maintenance of center-wide systems architecture and information infrastructure strategies for which the contractor shall provide support. These activities are intended to promote interoperability, standards, and reuse; and include hardware, software, networks, databases, and procedures. Contractor support shall also include evaluations of future technologies related to EROS strategic goals. The contractor shall provide support for such activities to include performing trade studies, system benchmarks, and developing system prototypes and may involve partnerships with outside organizations. Also, this activity shall support the planning, design, development, and implementation of

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 7 of 77
---------------------	-----------------------------------	-------------------------------	--------------

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 ground systems, archival technology, information systems, data set engineering, mass-storage, networking and telecommunications, system configuration, 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 support in this area which provides technical advice and support for hardware and software procurements, performs resource management and capacity planning, and integrates computer and support systems based on primarily the Linux and Windows operating systems. This service area provides network-engineering expertise in the areas of planning, implementation, and day to-day maintenance support for the Local Area Networks and Wide Area Networks at EROS.

In addition, the contractor shall provide systems engineering activities that support ground systems development efforts conducted jointly with NASA, will work closely with NASA Goddard Space Flight Center (GSFC) engineers, and will generally adhere to the NASA systems engineering processes, including formal milestone reviews.

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, SDE, 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 ARCGIS. In addition, Computer Aided Software Engineering tools such as Oracle Designer 2000, Codevision, CodeWright, and System Architect are used in the analysis, design, and development processes.

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, and providing expertise for processing various types of satellite 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.4.4.1 Satellite Data Reception and Operations**

The facility at EROS includes 10-meter and 5.4-meter antennas that perform satellite data reception and satellite tracking, telemetry, and control. The receiving station tracks multiple satellites and typically supports 12 passes per day from current missions. Data reception occurs with a 99%+ capture success rate. Data is exchanged with other tracking stations and data acquired via exchange 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. Data received from the satellites is processed and assessed daily to track 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.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 8 of 77
---------------------	-----------------------------------	-------------------------------	--------------

#### **C.4.5 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 operation of the Center's research library, assistance in outreach strategic planning, maintaining outreach plans, designing and producing graphics, designing and producing general-purpose web pages, and ensuring that publications, reports, brochures, videos, and other EROS communications are of the highest quality.

#### **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 Interface Control Document (ICD) see Section J, Attachment H.
- (3) The contract shall provide expense data in order to monitor the contract (see Contract Section F, Deliverables or Performance.)

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

Except for those items specifically identified in Section J, Attachment I, 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.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 9 of 77
---------------------	-----------------------------------	-------------------------------	--------------

## **SECTION D – PACKAGING 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.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 10 of 77
---------------------	-----------------------------------	-------------------------------	---------------

## 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/these address(es):

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

<http://www.doi.gov/pam/aindex.html>

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 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 adherence to accepted elements of style.
- Clarity - Work Products shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
- 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.3 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

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 11 of 77
---------------------	-----------------------------------	-------------------------------	---------------

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.

**E.4 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 AWARD

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

TO BE DETERMINED AT AWARD

**E.4 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.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 12 of 77
---------------------	-----------------------------------	-------------------------------	---------------

## 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/these address(es):

<http://www.acquisition.gov/far/>  
<http://www.doi.gov/pam/aindex.html>

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

### F.2 TERM OF THE CONTRACT

(a) The term of this contract will be from date of award, anticipated for April 1, 2010, through March 31, 2011. This is the base year period of performance for this contract.

(b) This contract includes four (4) option periods, as shown below, for the renewal of the contract which may be unilaterally exercised by the Government. Each option period shall not exceed one (1) year in duration and shall be exercised in accordance with Section I. See FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000). All terms and conditions applicable to the base period shall extend to the options unless otherwise agreed upon.

- Option Year One (1) - April 1, 2011 through March 31, 2012
- Option Year Two (2) - April 1, 2012 through March 31, 2013
- Option Year Three (3) - April 1, 2013 through March 31, 2014
- Option Year Four (4) - April 1, 2014 through March 31, 2015

### F.3 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.4 PLACE OF PERFORMANCE

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.5 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.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 13 of 77
---------------------	-----------------------------------	-------------------------------	---------------

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.5.1 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.5.2 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.

### **F.5.3 Standard Operating Procedures**

The contractor shall provide Standard Operating Procedures within 90 days from contract award.

### **F.5.4 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.7 GS1310 – Organizational Conflict of Interest – General (July 2001) (Modified).)

### **F.5.5 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:

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 14 of 77
---------------------	-----------------------------------	-------------------------------	---------------

- Current contract staffing levels
- Current contract open position and contractor staffing activities
- 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.5.6 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.5.1	Orientation Briefing Schedule	Contractor	Contract Award (CA) + 2 Days
F.5.2	Monthly Status Report	Contractor	Monthly
F.5.3	Standard Operating Procedures	Contractor	Contract Award (CA) + 90 days
F.5.4	Special Organizational Conflict of Interest Mitigation Plan (OCI Plan)	Contractor	Contract Award (CA) + 45 days
F.5.5	Weekly Status Report	Contractor	Weekly – TBD at award
F.6	Subcontracting Plan Reports	Contractor	See F.6(b)
F.7.1	Transition-In Plan	Contractor	Contract Award (CA) + 30 days
F.7.2	Transition-Out Plan	Contractor	no later than ninety (90) calendar days prior to the expiration of the contract period

## F.6 OTHER PERFORMANCE REQUIREMENTS

### F.6.1 Hours of Work

Contractor personnel are expected to conform to normal operating hours. The normal duty hours of 7:30 AM to 4:15 PM, Monday through Friday, with the exception of Federal Government holidays, with an allowance for a 45-minute lunch period each day.

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 expected to be performed during regular business hours, the second shift (swing shift) is expected to be performed after the day shift ends, and the third shift (graveyard) is expected to be performed after the second shift ends.

### F.6.2 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

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 15 of 77
---------------------	-----------------------------------	-------------------------------	---------------

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.7 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
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.8 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.9 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.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 16 of 77
---------------------	-----------------------------------	-------------------------------	---------------

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

#### **F.10 GS0938 – SUBCONTRACTING PLAN REPORTS (NOV 2005) (MODIFIED)**

(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](http://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.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 thirty (30) 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.

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.

The incumbent contractor agrees to cooperate with the successor, 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.

#### **F.12 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

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 17 of 77
---------------------	-----------------------------------	-------------------------------	---------------

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.

**F.13 GS0938 SMALL BUSINESS SUBCONTRACTING REPORTS NOVEMBER 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](http://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.14 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. The contractor shall incorporate Project Management Institute (PMI) Body of Knowledge (PMBOK 3rd Ed.)-compliant earned value processes to manage project scope, schedule, and cost throughout the project's life. Specific details will be defined via the project Task Order but overall EVM requirements and constraints are documented below:

(1) 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.

(2) Contractor staff shall have skills and experience capable of performing and managing earned value planning, development oversight, and performance reporting functions, as well as risk analysis, control, and mitigation.

(3) The contractor shall provide Performance Measurement Baseline (PMB) for Contract Base Year and all Option years, organized by Federal Fiscal year (10-1-20XX thru 9-30-20XX).

(4) Contractor shall support the Government's requirement to prepare a project Performance Measurement Baseline (PMB) and to facilitate an Integrated Baseline Review in compliance with schedule and conditions specified in the project task order. An IRB may be conducted:

- a) Prior to the start of a development; and
- b) Upon incorporation of major modifications; and
- c) Upon major adjustment in baselined schedule or cost; or,

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 18 of 77
---------------------	-----------------------------------	-------------------------------	---------------

d) When directed by Department, Bureau, or Center government officials

Contractor shall develop a PMB for its technical scope and shall participate in a Government-conducted IBR of the Contractor's total project scope, as directed by requirements and schedule defined in the project SON.

(5) Contractor shall provide standard Earned Value performance data to support the Government's requirement to comply with OMB/DOI Capital Planning and Investment Control (CPIC) IT acquisition reporting requirements. Earned Value data will be comprised of at least the following metrics:

a) Earned Value data, consisting of at least the following six metrics:

- i) Planned Value (BCWS)
- ii) Earned Value (BCWP)
- iii) Actual Cost (ACWP)
- iv) Budget At Completion (BAC)
- v) Estimate at Completion (EAC)
- vi) Future Period Estimate To Complete (ETC)

b) The Planned Value shall consist of a project baseline budget derived from time phased work packages scheduled for a minimum of the first six months of the budget year and costed planning packages with defined scope for the remainder of the year. Work package Planned Value shall be rolled up to cost accounts and higher-level Contract Work Breakdown Structure (CWBS) accounts to conform to the project WBS. Work-package-level budgets and expenses are not deliverables per se but must be available to the Government for verification of reasonability and completeness. Work packages must not exceed two months duration.

c) Earned Value and Actual Cost will be determined from monthly work package status and cost as of the last day of the month and reported at the PWBS as described above. Status performance measurement techniques may include Level of Effort, 50/50, or percent complete as negotiated with the project. Costs will be the most-current actual travel and ODC costs as of the last day of the month, and either actual or accrued labor costs current to the end of the month

d) Monthly status information will be provided electronically five working days after the end of the month. The submitted data shall comply with Excel file format for as documented in the USGS Enterprise-EVM to Contractor Interface Control Document (ICD).

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 19 of 42
---------------------	-----------------------------------	-------------------------------	---------------

## **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 GS1102 CONTRACTING OFFICER'S REPRESENTATIVE -- TECHNICAL DIRECTION JULY 2001**

(a) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be appointed in writing and a copy of the appointment will be furnished to the contractor. Changes in this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(b) The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government. Only a warranted Contracting Officer is authorized to obligate funds on this or any other contract action.

(c) The contractor shall immediately notify the Contracting Officer in writing if the COR has taken an action (or fails to take action) or issues direction (written or oral) that the contractor considers to exceed the above limitations.

(d) The contractor shall provide the Contracting Officer information copies of all correspondence to the COR.

### **G.3 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>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 20 of 42
---------------------	-----------------------------------	-------------------------------	---------------

(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 nonavailability of contract funding requires the contractor to suspend work, the contractor will be 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.

**G.4 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.5 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]:

[ \* ]

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

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 21 of 42
---------------------	-----------------------------------	-------------------------------	---------------

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 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.

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

**G.6 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.

**G.7 GS1110 INVOICING AND PAYMENT INSTRUCTIONS**

**NOVEMBER 1995**

(a) Invoices shall be submitted in an original and two copies to the below designated billing office:

United States Geological Survey  
12201 Sunrise Valley Drive  
Reston VA 20192  
ATTN: TO BE DETERMINED AT TIME OF CONTRACT AWARD

(b) To insure timely processing, Contractor invoices must include all the informational detail required by the Prompt Payment clause, including line item numbers, descriptions, quantities, unit prices and amounts.

(c) If supplies/services are rejected for failure to conform to the contract requirements, or for damage in transit or otherwise, the provisions in the Prompt Payment clause (FAR 52.232-25) will apply to the new delivery and acceptance of replacement supplies or services.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 22 of 42
---------------------	-----------------------------------	-------------------------------	---------------

(d) Contractor will submit invoices on a monthly basis for services performed/orders completed during the previous month.

**G.8 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.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 23 of 42
---------------------	-----------------------------------	-------------------------------	---------------

## **SECTION H -- SPECIAL CONTRACT REQUIREMENTS**

### **H.1 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:

- Software Applications and Operating Systems 1194.21
- Web-based Intranet and Internet Information and Applications 1194.22
- Telecommunications Products 1194.23
- Video or Multimedia Products 1194.24
- Self-Contained, Closed Products 1194.25
- Desktop and Portable Computers 1194.26
- Functional performance criteria 1194.31
- 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](http://www.section508.gov/final_text.html) .

### **H.2 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.

### **H.3 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.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 24 of 42
---------------------	-----------------------------------	-------------------------------	---------------

**H.4 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.5 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.

**H.6 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
-------------------	------

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

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 25 of 42
---------------------	-----------------------------------	-------------------------------	---------------

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.7 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.

**H.8 GS1338 NOTICE TO THE GOVERNMENT OF DELAYS JULY 2001**

In the event the contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or 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 COR (if one has been designated), in writing, giving pertinent details. This data shall be informational only in character. Notice under 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.

**H.9 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.10 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,

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 26 of 42
---------------------	-----------------------------------	-------------------------------	---------------

illness, or loss or damage to Government-owned or private property. The contractor will cooperate with any ensuing Government accident investigation.

**H.11 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.
- (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.12 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.13 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

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 27 of 42
---------------------	-----------------------------------	-------------------------------	---------------

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.14 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.

**H.15 GS1371 AVAILABILITY OF IT SECURITY STANDARDS, GUIDES AND OTHER PUBLICATIONS 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/privacy/DOI%20PIA\\_03.01.04.doc](http://www.doi.gov/ocio/privacy/DOI%20PIA_03.01.04.doc)
- Secretarial Order 3255, Delegation of Authority for Certification and Accreditation of Information Technology Systems: [http://elips.doi.gov/app\\_so/index.cfm?fuseaction=home](http://elips.doi.gov/app_so/index.cfm?fuseaction=home)

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

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

**H.16 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.

**H.17 GS1396 RELEASES OF INFORMATION JULY 2001**

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 28 of 42
---------------------	-----------------------------------	-------------------------------	---------------

(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.

**H.18 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.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 29 of 42
---------------------	-----------------------------------	-------------------------------	---------------

(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.19 GS1410 GOVERNMENT-FURNISHED DATA JULY 2001**

(a) The Government shall deliver to the Contractor the Government-furnished data described in [ ]. 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.

**H.20 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 identified [ ] [as follows:]

Description	Quantity	Dollar Value
-------------	----------	--------------

**See Section J, Attachment I**

(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.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 30 of 42
---------------------	-----------------------------------	-------------------------------	---------------

**H.21 GS1414 CONTRACTOR PERSONNEL CLEARANCE AND IDENTITY NOVEMBER 2005 CREDENTIALS**

(a) 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.

(b) USGS rules regarding physical security and personnel security apply to all personnel in USGS facilities. The rules are contained in the following directives, available at <http://www.usgs.gov/usgs-manual/handbook/index.html>:

- Physical Security Handbook 440-2-H
- National Security Position Handbook (440-7-H)

(c) Each contractor (or subcontractor) employee requiring recurring access to USGS facilities will be required to obtain a USGS-issued identification badge. 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. Prior to obtaining the badge, the contractor is required to initiate a background suitability check on each such employee in accordance with USGS National Security Position Handbook. The type of background investigation required is based on the risk/sensitivity level designation, as described in the Statement of Work. This clearance/credential requirement does not apply if the contractor does not have any unsupervised IT system access and will only need building access for less than 6 months or only occasional building access (such as for periodic equipment maintenance). In those cases, building procedures for visitors will be applied.

(d) At least 2 weeks before starting work, the contractor will provide a listing to the COR/technical liaison identifying contractor and subcontractor employees requiring access to USGS facilities or systems for performance of work hereunder.

(e) The contractor employees are required to complete the applicable clearance request forms provided by the COR. The following forms, or their equivalent may be used to initiate the credentialing process: SF 85 or SF 85-P (which includes authorization for credit check), SF 86, OF-306, and/or other forms designated for this purpose by the Office of Personnel Management (OPM), Federal Protective Service, or other federal agency in whose space work will be performed under this contract. The SF 86 must be completed on-line at <http://www.opm.gov/e-qip/> and printed out by the employee. Contractor employees must present themselves for fingerprinting, together with the printed SF 86, other completed forms, at least 14 calendar days before starting work under this contract. If fewer than 14 days remain before the scheduled start of contract performance, the contractor employee may be allowed temporary, supervised access but must complete this application process as soon as practicable, normally within a day of his or her first arrival at the facility. An employee's refusal to provide or authorize provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the contractor/subcontractor employee being screened or investigated in person, by telephone or in writing, and the contractor agrees to make them available for such contact. If a contractor employee already holds a credential issued by a federal agency after clearance through OPM, provide documentation supporting this status to the COR. USGS security officials will determine if the existing clearance can be accepted without further investigation.

(f) Badges/credentials issued upon satisfactory completion of a preliminary National Agency Check (NAC) may be revoked if the subsequent NAC with Inquiries (NACI) investigation produces an unfavorable determination. Individuals who do not pass the background investigation cannot be permitted to hold a building pass, allowed entry into the building for contract work, or permitted access to USGS systems (whether remote or on-site). In such cases, the Contractor will be required to sign (or have their subcontractor sign) a notification form indicating that their employee has been informed of the results of the background check. The Government will be the final authority in determining access privileges. The Government's exercise of its right to grant and revoke the access of particular individual(s) to its facilities, systems, or parts thereof shall not constitute a breach or change to the Contract, regardless of its impact on any individual's ability to perform work under the Contract.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 31 of 42
---------------------	-----------------------------------	-------------------------------	---------------

(g) 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.

(h) 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.

(i) 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.

(j) The requirements of this clause must be included in any subcontracts in which subcontract workers will need building or unsupervised system access as described in paragraph (b).

(k) For awards with no designated COR, that function will be performed by the employee designated as "Technical Liaison" (if any), or by the employee named as the "ship to" addressee.

**H.22 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.23 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.24 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.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 32 of 42
---------------------	-----------------------------------	-------------------------------	---------------

**H.25 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:

- (1) Survey Manual 600.2, Control of the Registration and Deletion of Computer User Identifications (User ID's), available at <http://www.usgs.gov/usgs-manual/600/600-2.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.26 GS1431 CONTRACT MAXIMUM**

**JULY 2001**

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

**H.27 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 \$1,000,000.00

(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, any options to extend the contract for additional periods are rendered void.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 33 of 42
---------------------	-----------------------------------	-------------------------------	---------------

**H.28 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:

Name: Armenda Lee Daye  
Address: Office of Acquisition and Property Management, U.S. Department of the Interior,  
1849 C Street, NW, MS 2607-MIB, Washington, DC 20240.  
Phone: 202-208-3798  
Fax: 202-219-4244

**H.29 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 [ ] dated [ ]. The wage determination is incorporated into this contract as Attachment [ ].

**H.30 52.228-3 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) APR 1984**

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)

**H.31 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.32 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

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 34 of 42
---------------------	-----------------------------------	-------------------------------	---------------

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.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 35 of 42
---------------------	-----------------------------------	-------------------------------	---------------

## 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/these address(es):

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

<http://www.doi.gov/pam/aindex.html>

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	September 2006
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	January 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	September 2007
52.204-02	Security Requirements	August 1996
52.204-04	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.204-07	Central Contractor Registration	April 2008
52.204-09	Personal Identity Verification of Contractor Personnel	September 2007
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	September 2006
52.215-02	Audit and Records--Negotiation	March 2009
52.215-10	Price Reduction for Defective Cost or Pricing Data	October 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	October 1997
52.215-12	Subcontractor Cost or Pricing Data	October 1997
52.215-14	Integrity of Unit Prices	October 1997
52.215-17	Waiver of Facilities Capital Cost of Money	October 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	July 2005
52.216-18	Ordering	October 1995
52.216-19	Order Limitations	October 1995
52.216-22	Indefinite Quantity	October 1995
52.219-09	Small Business Subcontracting Plan	April 2008
52.219-14	Limitations On Subcontracting	December 1996
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 -	July 2005

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 36 of 42
---------------------	-----------------------------------	-------------------------------	---------------

	Overtime Compensation	
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 2006
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006
52.222-41	Service Contract Act of 1965	November 2007
52.223-03	Hazardous Material Identification and Material Safety Data	January 1997
52.223-05	Pollution Prevention and Right-to-Know Information	August 2003
52.223-06	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	August 2000
52.223-14	Toxic Chemical Release Reporting	August 2003
52.224-02	Privacy Act	April 1984
52.225-05	Trade Agreements	June 2009
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
52.227-14	Rights in Data--General	December 2007
52.227-16	Additional Data Requirements	June 1987
52.227-17	Rights In Data--Special Works	December 2007
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	April 2003
52.230-02	Cost Accounting Standards	October 2008
52.230-06	Administration of Cost Accounting Standards	March 2008
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	October 2008
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	January 1986
52.232-25	Prompt Payment	October 2008
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
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
52.241-04	Change in Class of Service	February 1995
52.242-13	Bankruptcy	July 1995

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 37 of 42
---------------------	-----------------------------------	-------------------------------	---------------

52.243-01 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	April 1984
52.244-02	Subcontracts	June 2007
52.244-05	Competition In Subcontracting	December 1996
52.244-06	Subcontracts for Commercial Items	March 2009
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	February 2000
52.249-02	Termination for Convenience of the Government (Fixed-Price)	May 2004
52.249-04	Termination for Convenience of the Government (Services) (Short Form)	April 1984
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 1984

**I.2 1452.204-70 RELEASE OF CLAIMS -- DEPARTMENT OF THE INTERIOR JULY 1996 (JUL 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) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

**I.3 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.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 38 of 42
---------------------	-----------------------------------	-------------------------------	---------------

\*These amounts to be set by the Contracting Officer.  
{End of clause}

**I.4 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.5 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.6 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 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)

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 39 of 42
---------------------	-----------------------------------	-------------------------------	---------------

**I.7 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000**

(a) The Government may extend the term of this contract by written notice to the Contractor 30 days from the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

**I.8 52.230-03 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES OCTOBER 2008**

(a) The Contractor, in connection with this contract, shall--

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard-Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.

(2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(3)(i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(c), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate of interest established under section 6621 (a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)), from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR, Parts 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 40 of 42
---------------------	-----------------------------------	-------------------------------	---------------

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.

(2) This requirement shall apply only to negotiated subcontracts in excess of \$650,000.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

**I.9 52.243-04 CHANGES**

**JUNE 2007**

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished property or services; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating--

(1) The date, circumstances, and source of the order and

(2) That the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 41 of 42
---------------------	-----------------------------------	-------------------------------	---------------

(1) Receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

**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 1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION -- DEPARTMENT OF THE INTERIOR (APR 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."

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 42 of 42
---------------------	-----------------------------------	-------------------------------	---------------

(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)

**I.12 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.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 43 of 42
---------------------	-----------------------------------	-------------------------------	---------------

**SECTION J – LIST OF ATTACHMENTS**

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

<b>Document</b>	<b>Title</b>	<b>No. of Pages</b>
Attachment A	Reference Information Sheet	2
Attachment B	Past Performance Questions	3
Attachment C	Wage Determination	20
Attachment D	Non-Disclosure	1
Attachment E	Release of Claims	1
Attachment F	Information Technology Security Requirements	6
Attachment G	DD 254 Form	2
Attachment H	EVM	9
Attachment I	Government Furnished Property	64

Note: All exhibits are considered “sensitive but unclassified”\*. Copies of the exhibits must be marked “sensitive but unclassified” and are not for dissemination outside of the USGS National Center.

\*If it comes to the attention of the Government that your company has intentionally mishandled or released the sensitive information contained within the contract exhibits, your company **will be eliminated from competition** and may face criminal charges.

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

1. Transition Task Order
2. LDCM Task Order
3. Landsat Task
4. Science Support Task Order

**J.3 Link for Bidders Library for Task Orders**

[http://www.usgs.gov/contracts/acq\\_opp/EROS\\_index.html](http://www.usgs.gov/contracts/acq_opp/EROS_index.html)

**J.4 Websites for Documents Referenced in the Statement of Work:**

<http://eros.usgs.gov>

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 44 of 42
---------------------	-----------------------------------	-------------------------------	---------------

## SECTION K – REPRESENTATIONS, 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/these address(es):

<http://www.acquisition.gov/far/>  
<http://www.doi.gov/pam/aindex.html>

Clause	Title	Date
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	Dec 2001
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sept 2007

### K.2 52.204-3 TAXPAYER IDENTIFICATION

Oct 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;

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):

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 45 of 42
---------------------	-----------------------------------	-------------------------------	---------------

- 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 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS Feb 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.4 52.222-25 AFFIRMATIVE ACTION COMPLAINE Apr 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)

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 46 of 42
---------------------	-----------------------------------	-------------------------------	---------------

## 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/these address(es):

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

<http://www.doi.gov/pam/aindex.html>

Clause	Title	Date
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	January 1997
52.214-34	Submission of Offerors in the English Language	Apr 1991
52.214-35	Submission of Offerors in U.S. Currency	Apr 1991
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-16	Facilities Capital Cost of Money	June 2003
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	September 2006
52.222-46	Evaluation of Compensation for Professional Employees	Feb 1993
52.232-15	Progress Payments Not Included	April 1984

### L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER Apr 2008

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 47 of 42
---------------------	-----------------------------------	-------------------------------	---------------

- (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (End of Provision)

**L.3 52.216-1 TYPE OF CONTRACT Apr 1984**

The Government contemplates award of a performance based, Indefinite Delivery/ Indefinite Quantity, hybrid Firm Fixed Price, Cost Plus Fixed Fee type contract.

**L.4 52.233-02 SERVICE PROTEST AUG 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: Shirleen Stephens  
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.

**L.5 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.6 EXCEPTION TO SOLICITATION TERMS OF CONDITIONS**

Offeror 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.7 ADMINISTRATIVE POINT OF CONTACT**

Offerors shall direct all questions to Ms. Shirleen Stephens via e-mail ([shirleen\\_stephens@usgs.gov](mailto:shirleen_stephens@usgs.gov)) only.

**L.8 ESTIMATED AWARD DATE**

The estimated award date for this acquisition is February 1, 2010 with a period of performance to begin April 1, 2010.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 48 of 42
---------------------	-----------------------------------	-------------------------------	---------------

## **L.9 CENTRAL CONTRACTOR RESTISTRATION**

The contract resulting from this solicitation will contain FAR clause 52.232-33, "Payment by Electronic Funds Transfer—Central Contractor Registration." All Contractors receiving payments under USGS contracts, purchase orders, delivery orders, or other contractual vehicles must be registered in the Central Contractor Registration (CCR) database. The CCR is a Department of Defense web-base repository of Contractor information. The Electronic Funds Transfer information in the CCR 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 CCR before submitting any invoices or contract financing instruments to the USGS, and must maintain current, updated information in CCR throughout the performance period of the contract. Offerors can register in CCR at any time and are encouraged to do so immediately.

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

## **L.10 PROPOSAL SUBMITTAL LOCATION**

Offeror shall submit an original plus seven 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: Shirleen Stephens, MS 205  
12201 Sunrise Valley Drive  
Reston, VA 20192  
Telephone: 703-648-7477

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.11 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.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 49 of 42
---------------------	-----------------------------------	-------------------------------	---------------

**L.12 FACSIMILE BIDS**

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

**L.13 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.14 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-15 GS2150 PROPOSAL FORMAT AND SUBMISSION INSTRUCTIONS (Modified)**

All proposals submitted will be evaluated in accordance with the following evaluation criteria.

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: In addition to all other requirements of this solicitation, each offeror shall demonstrate its capability by means of a detailed Technical Proposal in each of the areas indicated under Section M – Evaluation Factors for Award. This information shall be presented in a written proposal as outlined below. Proposals submitted for consideration for award must address the full scope of the solicitation. Proposals, which address only part of the solicitation, will be considered unacceptable and eliminated from competition. The offeror shall submit its proposal in the following format:

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 50 of 42
---------------------	-----------------------------------	-------------------------------	---------------

<b>VOLUME I: TECHNICAL PROPOSAL</b>		<b>30 pages not incl. Past Performance, Resumes, or the Reference Information Sheets</b>	
<b>Factors</b>	<b>Subfactor</b>	<b>File Reference</b>	<b>Page Limit</b>
<b>FACTOR A: TECHNICAL APPROACH</b>			<b>15 (excluding sub-factor A-3)</b>
	<b>Technical Management Practices</b>	A-1	
	Task Management Best Practices	A-1.1	
	Communications and Reporting	A-1.2	
	Enterprise Practices	A-1.3	
	Requirements Gathering and Reporting	A-1.4	
	<b>LDCM Mission Schedule Risk Mitigation</b>	A-2	
<b>Task Orders (Vol. II)</b>	A-3	<b>See Volume II</b>	
<b>FACTOR B: MANAGEMENT PLAN</b>			<b>15</b>
	<b>Key Positions</b>	B-1	No page limit on resumes
	<b>Skills Resource Management</b>	B-2	
	Skills Matrix	B-2.1	
	Staffing Flexibility	B-2.2	
	Maintaining Skills Training	B-2.3	
	Staff Allocation Management	B-2.4	
	<b>Transition Plan</b>	B-3	
	Training staff in IDIQ Contracts	B-3.1	
	Mapping incumbent staff into skill matrix	B-3.2	
	Preparing responses to Task Orders	B-3.3	
<b>FACTOR C: PAST PERFORMANCE</b>			No page limit on past performance questionnaires. However, the Reference Information Sheet is limited to three pages per reference. Five references may be provided; therefore, the page limit for the Reference Information Sheets cannot exceed 15 pages.

<b>VOLUME II: TASK ORDER PROPOSALS</b>			
<b>Solution to Representative Task Orders</b>			
Transition Plan		A.3.1	See A-3.1 narrative below
LDCM Task		A.3.2	See A-3.2 narrative below.
Landsat Task		A.3.3	See A-3.3 narrative below.
Science Support Task		A.3.4	See A-3.4 narrative below.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 51 of 42
---------------------	-----------------------------------	-------------------------------	---------------

<b>VOLUME III: BUSINESS MANAGEMENT PROPOSAL</b>			
<b>FACTOR D: COST/PRICE PROPOSAL</b>	Cover Letter & Introductory Narrative	C	3
	SF 33 and SF 30 (if appropriate)	D	n/a
	Section B Schedule of Services	E	n/a
	Section K Contractor Certification and Representations (prime and subs)	F	n/a
	Prime – Supporting Cost Proposal, including Pricing Model, Personnel Availability Chart, Uncompensated Overtime	G	n/a
	Subcontractor – Supporting Cost Proposal, including Pricing Model, Personnel Availability Chart, Uncompensated Overtime, Small Business Subcontracting Plan (if applicable)	H	n/a
	Cost Proposal for Transition Plan, if any	I	n/a
	Proof of approved accounting system; DCAA audit information; Corporate financial statements	J	
	Subcontracting and/or Teaming Arrangement Agreement, (if applicable)	K	n/a
<b>FACTOR E: SMALL BUSINESS SUBCONTRACTING PLAN</b>		L	20
<b>FACTOR F: PROFESSIONAL EMPLOYEE COMPENSATION PLAN</b>		M	20

\*Note: Files G, H, and I 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.

**a. General Information**

If you want to compete for the contract described in Sections A – J of this solicitation, then you must submit a proposal that includes the following: an offer, information about your company's experience, past performance, and technical approach. When evaluating your capability, the Government will consider how well you complied with these instructions. The Government will consider any significant failure to comply with these instructions to be indicative of what we could expect from your company during contract performance. Please contact our contracting office by telephone, email, or in writing if you do not understand any part of these instructions.

**The Government will not entertain 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.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 52 of 42
---------------------	-----------------------------------	-------------------------------	---------------

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. Therefore, the Government warns you to consult with the contracting officer before submitting an alternate proposal, submitting an offer that takes exception to any term or condition of this solicitation, proposing any additional term or condition, or omitting any of the requested information. 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.16 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 information specified for each evaluation factor and subfactor listed below. **No cost or pricing information shall be included in the Technical Proposal, Volumes I and II.**

### **Subfactor A-1: Technical Management Practices**

- A-1.1 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.
- A-1.2 Describe the communications and reporting mechanisms, including content and frequency, which your team would utilize when working with USGS project managers and the USGS COR. Communications should include, but are not limited to scope, schedule, cost, and technical status.
- A-1.3 Describe how your contract team proposes to employ enterprise practices within the contract. In a projectized and 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.
- A-1.4 Describe your approach to eliciting requirements from stakeholders and communicating these requirements. Describe your approach to coordinating engineering efforts between hardware engineers,

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 53 of 42
---------------------	-----------------------------------	-------------------------------	---------------

software engineers, business process analysts, and management.

### **Subfactor A-2: Risk Mitigation Activities for Maintaining Landsat Data Continuity Mission (LDCM) Schedule**

Background: USGS EROS is responsible for developing the ground system for the LDCM. The LDCM project schedule necessitates having the ground subsystems developed and integrated prior to a sequence of critical NASA Ground Readiness Tests (GRTs), the first of which will commence in June 2010, immediately following contract award and transition.

The Offeror shall describe their approach to merging the on-going LDCM systems engineering, development, and integration activities under the new single contract to insure USGS project schedule is successfully met with on time deliveries of the subsystems needed for the GRT. Note that this work is currently being done via two separate contracts, TSSC and the Landsat Data Continuity Contract. Also include in the description how you will approach integrating potential staff members from both existing contracts to obtain the right size and mix of combined skills.

### **Subfactor A-3: Task Orders**

The Offeror shall respond to the following representative EROS tasks. Detailed task orders and supporting documents are located in the Bidder's Library.

#### **A-3.1 Transition Plan Task**

The response to this Task Order is expected to demonstrate the offeror's ability to plan for the contract transition including:

- Training of incumbent staff transitioned to the new contract in corporate best practices and IDIQ contracting.
- Appropriately determining skill categories and compensation of incumbent staff transitioned to the new contract.
- Developing initial responses to task orders.

#### **A-3.2: LDCM Representative Task**

The response to this Task Order (LDCM-PMSE-1.3.3-001) is expected to demonstrate the offeror's ability to plan a technical effort demonstrative of the LDCM Project's lifecycle phase at contract award. This is limited to one small portion of the work to actually be completed. The actual breadth of the Project can be ascertained from the example Technical Requirements Document provided as a reference (LDCM TRD-18) in the Bidder's Reference Library. Two items are requested from the offeror in response to this solicitation:

- A task plan for this task order, to include 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 2003 or 2007.
- A representative test plan and test case that would be created for this task. The page limit for these items is 8 pages.

#### **A-3.3: Landsat Representative Task**

The response to this Task Order (LS- TO-LGS) is expected to demonstrate the offeror's ability to operate the Landsat Ground Station (LGS) and Data Capture System (DCS) efficiently and maintain the systems used within the LGS and DCS. This is limited to one small portion of the work to actually be completed. The actual breadth of the Project can be ascertained from the example Technical Requirements Document provided as a reference (Landsat TRD-17) in the Bidder's Reference Library. Responses to two areas are requested from the offeror in response to this solicitation (offeror's response to both areas is limited to 10 pages):

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 54 of 42
---------------------	-----------------------------------	-------------------------------	---------------

- A task plan for the operations portion of work (noted as Task 1 in the Task Order). The plan should include at a minimum approach, scope, staffing (using titles from the skill matrix) by month, basis-of-estimate, and communication plan with the USGS Landsat project management staff.
- A task plan for the maintenance portion of work (noted as Task 2 in the Task Order). The plan should include at a minimum approach, scope, staffing (using titles from the skill matrix) by month, basis-of-estimate, and communication plan with the USGS Landsat project management staff.

#### **A-3.4: Science Support Representative Task**

The response to this Task Order (SCI-TO-EWEM) is expected to demonstrate the offeror's ability to provide technical support for acquiring, custom processing, maintaining, and providing timely access to satellite and other geospatial data sets through web resources. Offeror's response is limited to 10 pages for this task order.

### **FACTOR B: MANAGEMENT PLAN**

#### **Subfactor B-1: Key Positions**

B-1.1 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.

B-1.2 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.

#### **Subfactor 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:

- B-2.1 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
- B-2.2 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 subfactor A-3.
- B-2.3 The processes employed to maintain a proper skill mix and make skill mix assignments and adjustments for new or changing work requirements.
- B-2.4 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.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 55 of 42
---------------------	-----------------------------------	-------------------------------	---------------

### **Subfactor B-3: Transition Planning**

For clarification, the Transition Plan shall be submitted in accordance with the requirements identified in Section F.7, following award. This section is for identifying your approach to handling a transition at EROS.

- B-3.1 Describe your approach for training staff, especially middle management and task managers who are unfamiliar with IDIQ/Task Order Contracts, on IDIQ best practices and processes.
- B-3.2 Describe your approach to mapping staff into your skills matrix as described under Subfactor B-2.
- B-3.3 USGS anticipates issuing Transition In Task Order for the entire body of work identified in the bidder's library (Technical Requirements Documents) at the start of the contract for approximately a three-month duration. During that time you will be preparing proposals for the EROS work requirements. Describe how you will complete task order planning without affecting ongoing work and work management. Please note that certain aspects of TRD 18 (Landsat Data Continuity Mission Project) in the Bidder's Library will begin May 1, 2010.

### **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 A. If the offeror's past performance information is located in the Past Performance Information Retrieval System (PPIRS) (as indicated on the reference information sheet), then it is not necessary for a past performance questionnaire to be submitted for this reference. For those offerors whose past performance is not located on the automated system, offerors shall contact their references and request that each reference complete RFP Attachment B "Past Performance Questionnaire" and fax or email the completed survey form directly to Shirleen Stephens, 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.
- e. The Government will assess the breadth, depth, relevance, and currency of the offeror's experience based on data provided in Corporate Experience, File 1, RFP Attachment A, Reference Information Sheets. 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/year 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 on Attachment A, 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. The more relevant and similar the work performed for this reference, the more valuable the experience is to the Government. 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>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 56 of 42
---------------------	-----------------------------------	-------------------------------	---------------

Reference information sheets shall be submitted for no less than three, but no more than five of the most current and relevant contracts (prime and subcontractors combined). 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.

- f. Corporate experience information is limited to a maximum of three pages per reference. The first page is the reference information sheet and the remaining two pages may be used for amplifying information.

**L.17 GS2170 BUSINESS MANAGEMENT PROPOSAL INSTRUCTIONS (Modified)**

**Business Management Proposal (Volume III)**

**Factor D: Price Proposal**

**The offeror's proposal shall consist of the following:**

1. Signed and completed solicitation package including all amendments (if any).
2. Completed Section B.
3. All representations and certifications executed as required by Section K.
4. 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.
5. 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 \$550,000 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>.
6. Cost proposal for transition period, if any. Proposal shall include a complete cost break-down, as detailed in paragraph 4 above.
7. Subcontracting and/or teaming arrangement agreement.
8. 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). Resumes for key personnel (Program Manager and Chief Engineer) should also be included.
9. Identification and explanation of uncompensated overtime (if any).
10. 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.
11. Describe how your company will satisfy specific requirements in the performance work statement for licenses, professional certifications, or permits.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 57 of 42
---------------------	-----------------------------------	-------------------------------	---------------

12. Proof of an approved accounting system and approved purchasing system. If offeror'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 FAR 19.7, offerors shall submit a Small, HUBZone Small, Small Disadvantaged Business, Women-Owned Small Business, Service Disabled Veteran-Owned, and Veteran-Owned Small Business Subcontracting Plan with the proposal. A subcontracting plan is not required from small business concerns. A copy of the current approved master Subcontracting Plan, or a new plan specifically developed for this solicitation shall be submitted in Volume III. The plan shall be submitted in accordance with the FAR 52.219-9 “Small Business Subcontracting Plan” clause and its Alternate II which outlines the information to be contained in the plan.

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

1. Adverse assessment of the proposal;
2. No further evaluation of the proposal; or
3. Rejection of the proposal.

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

**Factor F: Total Professional Employee Compensation Plan**

The Total Professional Employee Compensation Plan shall be submitted in accordance with the information listed below. Individual plans will be evaluated in accordance with the FAR 52.222-46 “Evaluation of Compensation for Professional Employees” provision of this solicitation. The plan is required on both key and non-key professional (exempt) employees. Significant subcontractors shall submit a plan for professional employees if assigned a meaningful number of employees. The term “meaningful” is defined as the equivalent of five Full-Time Equivalent work years of professional (exempt) employee hours (at least 9400 hours annually). The offeror shall indicate which proposed employees under any resulting contract will be eligible for which of the benefits, and at what benefit level. The plan shall include, but no be limited to, the following:

- a) Section I – Salaries. The offeror shall submit proposed annual salaries for each category of professional employee to perform under the contract. If less than 40 hours per week are worked, hours and hourly rates shall be specified. The salaries proposed shall track back to the cost proposal submitted under Volume II, Factor D, above. In addition, the total estimated annual hours and total estimated hours to be worked under the contract shall be included.
- b) Section II – Fringe Benefits. The offeror shall submit proposed fringe benefits for professional employees to perform under the contract (to include insurance, vacation time, holidays, jury duty, military leave, etc.). The offeror shall specify each benefit proposed and also shall specify the percentage of the proposed fringe benefits to the proposed annual salary.
- c) Section III – Supporting Documentation. The offeror shall submit supporting documentation/information for Section I and II above. This documentation/information includes data such as recognized national and

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 58 of 42
---------------------	-----------------------------------	-------------------------------	---------------

regional compensation surveys and studies of professional, public, and private organizations, used in establishing the proposed total compensation structure.

- d) Section IV – Other. The offeror may provide any other information deemed necessary/appropriate.

**OFFERORS ARE CAUTIONED THAT FAILURE TO SUBMIT A TOTAL PROFESSIONAL EMPLOYEES COMPENSATION PLAN AS OUTLINED ABOVE MAY CAUSE:**

1. Adverse assessment of the proposal;
2. No further evaluation of the proposal; or
3. Rejection of the proposal.

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

#### **L.18 GS2182 PRICE PROPOSAL INSTRUCTIONS (Modified)**

(a) Because the Government anticipates adequate price competition under this solicitation, offerors are not requested to 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 \$550,000 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. 19 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 any options 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

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 59 of 42
---------------------	-----------------------------------	-------------------------------	---------------

(i) Attach support schedules indicating types or categories of labor together with labor hours for each 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 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, which ever 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) If special purpose facilities or equipment, including special tooling, is being proposed, provide a description of the items, details of the proposed cost including competitive prices, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds.

(2) If fabrication by the price Contractor is contemplated, include details of material, labor, and overhead.

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

## L.20 AWARD

Until a formal notice of award is issued, no communication by the Government either written or oral shall be interpreted

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 60 of 42
---------------------	-----------------------------------	-------------------------------	---------------

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.

**L-21 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION JAN 2004**

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 61 of 42
---------------------	-----------------------------------	-------------------------------	---------------

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation..

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 62 of 42
---------------------	-----------------------------------	-------------------------------	---------------

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date . Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is pro-posed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 63 of 42
---------------------	-----------------------------------	-------------------------------	---------------

of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

**L.22    52.237-10    IDENTIFICATION OF UNCOMPENSATED OVERTIME    OCT 1997**

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

"Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime rate" is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour (\$20.00 x 40 divided by 45=\$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 64 of 42
---------------------	-----------------------------------	-------------------------------	---------------

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

**L.23 52.237-01 SITE VISIT – MODIFIED APRIL 1984**

No site visit of the EROS Center, Sioux Falls, SD is planned, nor is a Pre-Bid/Pre-Proposal Conference.

**L.25 GS2101 INQUIRIES (MODIFIED) FEB 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 and may be sent by facsimile, e-mail or telegram. 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 Thursday, October 1, 2009, 11:00 AM, Eastern Standard Time.** The government is under no obligation to answer questions received after this date.

**L.26 GS2130 USE OF PPIRS PAST PERFORMANCE DATA JANUARY 2003**

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

**L.27 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

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 65 of 42
---------------------	-----------------------------------	-------------------------------	---------------

- (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.28 GS2113 ORGANIZATIONAL CONFLICT OF INTEREST JULY 2001  
DISCLOSURE**

- (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.29 GS2121 PRICING OF OPTIONS – SERVICE CONTRACT ACT APRIL 2006  
ADJUSTMENTS**

- (a) The offeror shall submit prices for the option periods 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 and Option 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.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 66 of 42
---------------------	-----------------------------------	-------------------------------	---------------

**SECTION M – EVALUATION FACTORS FOR AWARD**

**M.1 52.217-5 EVALUTION OF OPTIONS JULY 1990**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**M.2 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 Professional Employee Compensation Plan shall be rated on a pass/fail basis.**

**NOTE: A FINDING OF UNACCEPTABLE IN ONE TECHNICAL FACTOR AND/OR SUBFACTOR MAY RESULT IN THE ENTIRE PROPOSAL BEING DETERMINED UNACCEPTABLE.**

**VOLUME I:**

**FACTOR A: TECHNICAL APPROACH**

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

- a. Sub-factors A-1.1 through A-1.4 are weighted equally.**
- b. Sub-factor A-2 is more important than any single sub-factor in A-1, but is less important than all of the A-1 sub-factors combined.**
- c. Sub-factor A-3 is more important than sub-factors A-1 and A-2.**
  - a. A.3.1 and A.3.2 are weighted equally. A.3.3 is less important than either A.3.1 or A.3.2.**

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 67 of 42
---------------------	-----------------------------------	-------------------------------	---------------

The Government will evaluate each offeror's experience. 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:

1. 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
2. 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 reference 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-prepared forms. The Government also reserves the right to decide not to contact all of the references provided by the offeror. Offerors (prime and significant subcontractors) shall provide reference information 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.

Specifically, Factor A will be evaluated as follows:

**Subfactor A-1: Technical Management Practices**

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.

**Subfactor A-2: Risk Mitigation Activities for Maintaining LDCM Schedule**

Proposals will be evaluated based on a demonstrated understanding of preparing a transition plan and past experience in successfully managing a contract phase-in in midstream of a development project that has critical, high visibility delivery dates related to a satellite launch.

**Subfactor A-3: Task Orders (VOLUME II)**

**A-3.1: Transition Plan Task**

Proposals will be evaluated based on: approach to ensuring that staff are fully trained on corporate practices and general contract information prior to commencement of performance; appropriately mapping and compensating staff based on the proposed skill matrix; and plan for initial task order proposals.

**A-3.2: LDCM Representative Task**

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 68 of 42
---------------------	-----------------------------------	-------------------------------	---------------

The offeror shall provide a task plan along with an associated softcopy schedule and basis-of-estimate, as well as a single test plan and associate example test case. The task plan will be evaluated for systems engineering and project management maturity. The test plan/case will be evaluated for testing process maturity. The task plan and test plan/case will both be evaluated within the context of a large complex systems engineering and development environment such as the Landsat Data Continuity Mission.

**A-3.3: Landsat Representative Task**

The offeror shall provide a task plan associated with each area. The task plans will be evaluated for efficiency, appropriate level of skills associated with the work, appropriate level of risk, and effective communications with USGS Landsat project management.

**A-3.4: Science Support Representative Task**

The offeror shall provide a task plan for each task. The task plans will be evaluated for efficiency, appropriate level of skills associated with the work, appropriate level of risk, and effective communications with USGS project management.

**FACTOR B: MANAGEMENT PLAN**

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

- a. Sub-factor B-1 is the least important sub-factor.**
- b. Sub-factor B-2 is the most important sub-factor.**
  - i. Sub-factors B-2.1 through B-2.4 are weighted equally.**
- c. Sub-factor B-3 is more important than B-1, but less important than B-2.**
  - i. Sub-factors B-3.1 through B-3.3 are weighted equally.**

Specifically, Factor B will be evaluated as follows:

**Subfactor 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.

**Subfactor 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

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 69 of 42
---------------------	-----------------------------------	-------------------------------	---------------

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.

**FACTOR C – PAST PERFORMANCE**

The Government will assess each offeror’s and proposed significant subcontractor’s 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
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 rating of 3 points of a possible 5 points (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 rating of 3 points of a possible 5 points for those contracts.

**VOLUME III**

**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

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 70 of 42
---------------------	-----------------------------------	-------------------------------	---------------

Contract Management Agency, 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) Proposal will be evaluated for price reasonableness.
- b) The use of uncompensated overtime, as defined in FAR 52.237-10 “Identification of Uncompensated Overtime”, is discouraged by the Government. Based upon our assessment of the technical services required herein, it is unrealistic to expect long-term employees to continually work in excess of the industry norm of 40 hours per week. Therefore, the use of uncompensated overtime in this acquisition represents significant risk to the Government.

**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 on a pass/fail basis. 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 20% for each year of proposed performance.

**FACTOR F: PROFESSIONAL EMPLOYEE COMPENSATION PLAN**

The information provided under the Total Professional Employee Compensation Plan will be evaluated by the Government on a pass/fail basis to determine if the offeror’s plan and supporting documentation demonstrate the offeror’s ability to meet the provision of FAR 52.222-46 “Evaluation of Compensation for Professional Employees”.

**M.3 GS2335 EVALUATION AND AWARD – NEGOTIATED**

**March 2003**

(a) Award shall be made to that responsible offeror whose proposal, conforming to this solicitation, is determined to be most advantageous to the Government, cost or price and other factors considered. Other factors include:

- (1) Other cost or price-related factors identified in this solicitation.
- (2) The offer's overall technical merit resulting from application of non-cost or non-price related evaluation factors in provision M.2.
- (3) Past performance evaluations.

(b) In determining which proposal offers the greatest value or advantage to the Government, overall technical merit will be approximately equal in importance to evaluated price or cost to the Government. Between substantially equal technical proposals, the proposed evaluated price or cost will become the major factor in selection for award. Between acceptable proposals with a difference in technical merit, a determination will be made as to whether the additional technical merit or benefits reflected by a higher priced proposal warrants payment of the additional price or cost.

<b>Solicitation</b>	<b>Document No.</b> 10HQSS0002	<b>Document Title</b> TSSC	Page 71 of 42
---------------------	-----------------------------------	-------------------------------	---------------

**M.4 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.5 GS2330 COMPETITIVE RANGE DETERMINATION**

**AUGUST 2001**

(a) Following the technical evaluation of proposals, a proposal may be eliminated by the Contracting Officer as being technically unacceptable. For those proposals not eliminated, the Contracting Officer will establish a competitive range of offerors to participate in negotiations. A proposal will be excluded from the competitive range if it contains a major technical deficiency, is so deficient in overall technical content or merit as to preclude meaningful evaluation or negotiations, is not price competitive, or otherwise has no reasonable chance of being selected for award. Technical proposals which are marginally acceptable will not automatically be excluded from consideration if they are reasonably susceptible to being made acceptable and are otherwise competitive. When the nature and extent of revisions required to make a proposal acceptable would be tantamount to submission of a new proposal, the proposal will be excluded from the competitive range.

(b) Provided the solicitation notifies offerors that the competitive range can be limited for purposes of efficiency, the contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals [FAR 15.306 (c)(2)].

(c) Offerors in the competitive range will be advised of any significant weaknesses or deficiencies in their proposals and provided an opportunity to improve their offers.