



Stevens v. BBG et al., 18-cv-5391  
USGS  
2018-00160  
<https://deportationresearchclinic.org/>

Lepe, Michael <mlepe@usgs.gov>

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## [EXTERNAL] Quote for StarLight Co-Lo Space

1 message

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**Joe J Mambretti** <j-mambretti@northwestern.edu>  
To: "mlepe@usgs.gov" <mlepe@usgs.gov>  
Cc: Gladys Hilarid Villareal <g-villareal@northwestern.edu>

Fri, May 4, 2018 at 10:11 AM

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Good Evening Mr. Villareal,

I am a Contract Specialist for the US Geological Survey and I am soliciting a RFQ for annual rack space rental.

Please provide a GSA firmfixed discounted pricing for the requirement.

I have attached the Statement of Work for your reference.

Please submit the quote by Friday, May 4, 2018 at 4:00PM EST.

I thank you for your time and consideration and I hope you have a wonderful rest of the day!

Hello

Please see the attached quote

Thanks

--

Michael Lepe  
USGS National Acquisition Branch  
Reston, VA, 20191  
(W) (703)-648-7312  
[Mlepe@usgs.gov](mailto:mlepe@usgs.gov)



**Quote For USGS Co-Location Space.pdf**

311K



<h1 style="margin: 0;">REQUISITION</h1>				PROCUREMENT REQUEST NO. 0040380371	
1. NAME, PHONE NUMBER, AND ROUTING SYMBOL OF PERSON TO CONTACT BVANDERW/605-594-2834				REQUISITION DATE 02/22/2018	
3. ORIGINATING OFFICE DATA USGS EROS Data Center				2. TYPE OF REQUEST (Check one) A. <input checked="" type="checkbox"/> NEW REQUEST B. <input type="checkbox"/> CHANGE TO PENDING PR NO. _____ C. <input type="checkbox"/> MODIFICATION TO CONTRACT OR ORDER NO. _____	
4. ADDITIONAL INFORMATION (Suggested supply sources, security data, etc.)					
<b>5. APPROVALS</b>					
APPROVING OFFICIALS (A)	ROUTING SYMBOL (B)	DATE (C)	INTERNAL ROUTING		
			INITIALS (D)	ROUTING SYMBOL (E)	
(1) AUTHORIZED REQUISITIONER  Bruce Vander Wilt	G00				6. CONSIGNEE AND DESTINATION USGS EROS Data Center 47914 252nd Street Sioux Falls SD 57198
(2)					
(3)					7. DATE(S) REQUIRED 04/30/2019
(4)					8. GOVERNMENT FURNISHED PROPERTY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If "yes," see par. 8 of instructions on next page.)

**9. DESCRIPTION OF ITEMS OR SERVICES**

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT (E)	AMOUNT (F)
00010	Header Text: **2/22/2018 - IT Approved APOP # 6432** DOB037 Rack space rental for the USGS EROS Cisco ASR-1006 router at the Northwestern University (IT) NUIT) location. This router enables ER OS connections to numerous metropolitan, national and international advanced optical networking infrastructure initiatives convergin g in Chicago. This provides the primary path for ingest of Moderate Resolution Imaging Spectroradiometer (MODIS), Sentinel-2, and La ndsat data, as well as the primary distribution for much of the EROS data. APO: 6432 Suggested COR: MNELSON1  NUIT Monthly Rack Space Rental IT Approval Num: 6432  Accounting Info: 01 Account Assignm: K G/L Account: 6100.257C0 Business Area: G000 Commitment Item: 257C00 Cost Center: GGHCED0000 Functional Area: Continued ...				10,140.00
				<b>TOTAL ESTIMATED COST</b> \$10,140.00	

10. ACCOUNTING DATA See Schedule
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ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	GB0201000.U60000 Fund: 18XG0804XD Fund Center: GGHCED0000 Project/WBS: GX.18.ED00.FMY1A.AB PR Acct Assign: 01 Funded: \$5,475.60 Accounting Info: 02 Account Assignm: K G/L Account: 6100.257C0 Business Area: G000 Commitment Item: 257C00 Cost Center: GGHCED0000 Functional Area: GB0201000.U60000 Fund: 189G0804MR Fund Center: GGHCED0000 Project/WBS: GR.18.ED00.FQPEZ.00 PR Acct Assign: 02 Funded: \$4,360.20 Accounting Info: 03 Account Assignm: K G/L Account: 6100.257C0 Business Area: G000 Commitment Item: 257C00 Cost Center: GGHCED0000 Functional Area: GB0BB0000.460000 Fund: 18XG0804XD Fund Center: GGHCED0000 Project/WBS: GX.18.ED00.COM5X.C2 PR Acct Assign: 03 Funded: \$304.20 Period of Performance: 05/01/2018 to 04/30/2019				



**US Department of the Interior  
Small and Disadvantaged Business Acquisition Screening Form (DI-1886)**

**General Instructions:** This form is required: (1) for all acquisitions with a total contract value at or above the Simplified Acquisition Threshold, and (2) for acquisitions above the micro-purchase threshold and below the Simplified Acquisition Threshold that are not set-aside for small business. See DOI-AAAP-0043 for the full policy requirements and exceptions. For additional instructions for completing this form, see below.

<b>BACKGROUND INFORMATION</b>		
<b>1. Purchase Request Number:</b> 0040380371		<b>2. Purchasing Office:</b> OAG/SAB
<b>3. Description of Products or Services:</b> Northwestern University Info Tech Rack Space, power to point to point Optical Circuit and Connectivity to NASA Inegrated Service Network (NISN) router and Metropolitan Research and Education Network communications exchange switch.		<b>4. NAICS Code:</b> 541513
		<b>5. NAICS Description:</b> Computer Facilities Management Services
		<b>6. Product / Service Code:</b> D304
		<b>7. Product / Service Code Description:</b> IT and Telecom equip and Transmission
<b>8. Estimated Total Contract Value:</b> \$10,140.00	<b>9. Estimated Total Period of Performance:</b> 05/01/2018 – 04/30/2019	<b>10. Proposed Contract Type:</b> Firm-fixed price
<b>11. Is this an order against an established source?</b> No <b>If yes, provide the PIID (if known):</b> <a href="#">Click here to enter text.</a> <b>Is there a government-wide, DOI, or bureau policy that mandates the use of this established source?</b> No		<b>12. Will there be any restrictions on competition?</b> Other than full and open competition or exception to fair opportunity  <b>If "Other than full and open competition or exception to fair opportunity," you must attach a draft or final justification document.</b>
<b>PROCUREMENT HISTORY</b>		
<b>13. Has an acquisition for this requirement (or a similar, related requirement) been awarded in the previous six fiscal years?</b> Yes <b>If yes, what was the small business strategy for the most recent award?</b> Not set-aside <b>If total or partial set-aside was selected, select the type of business.</b> <a href="#">Choose an item.</a>		
<b>14. If the answer to #13 is yes, how many offers were received from:</b>		
<b>1</b>	Large businesses	
Enter #	Small businesses	
Enter #	Indian-owned economic enterprises	
Enter #	Indian-owned small business economic enterprises	
Enter #	HUBZone businesses	
Enter #	Veteran-owned small businesses	
Enter #	Service-disabled veteran owned small businesses	
Enter #	Women-owned small businesses	
Enter #	Economically-disadvantaged women-owned small businesses	
Enter #	8(a) businesses	
<b>SMALL BUSINESS STRATEGY</b>		
<b>Note: Market research <i>must</i> be submitted as an attachment to this form. The market research must be adequate to support and justify the small business strategy, including rationale for not setting aside the acquisition for socio-economic categories.</b>		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	<b>15. Will the procurement be set-aside for: (Check only one.)</b> Indian-owned economic enterprises Indian-owned small business economic enterprises HUBZone businesses Service-disabled veteran owned small businesses Women-owned small businesses Economically-disadvantaged women-owned small businesses Small businesses 8(a) No set aside	<b>16. Are you awarding under the 8(a) program?</b> No <b>If yes, is the award sole source or competitive?</b> <a href="#">Choose an item.</a>
	<b>17. Special considerations for women-owned set asides.</b> For either type of women-owned small business set-aside, you must verify that the NAICS for this procurement is on the lists ( <a href="#">EDWOSB</a> or <a href="#">WOSB</a> ) of allowed NAICS.	
	<b>18. Special considerations for Indian-owned set asides.</b> For procurements for Indian Affairs, set asides to Indian-owned economic enterprises are mandatory. (See <a href="#">DIAR 1480.</a> ) For all other bureaus, they are optional. (See <a href="#">DOI-AAAP-0011.</a> )	

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**19. Is this set-aside partial or total?** Choose an item.

**Note:** If you are conducting a partial set-aside under any category, you must attach a written explanation of the set-aside approach. The explanation must detail how the contract will be divided, which categories will be set-aside, etc. The explanation does not need to be a separate document and can be incorporated into existing contract documentation, such as a market research memo or acquisition plan.

**20. Non-manufacture Rule.** If the acquisition is for products or supplies (i.e. not services or construction) with a total value that exceeds \$25,000, and a set-aside is planned, do you anticipate that there is a viable market of domestic manufacturers that are small businesses? **Not Applicable**

**SUBCONTRACTING PLAN**

**21. Answer the following questions to determine whether a subcontracting plan will be required:**

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| Yes                                 | No                                  |   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Is the total value of the acquisition \$700,000 (\$1.5 million for construction) or greater?        |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Is the acquisition open market (meaning <b>not</b> an order or call against an established source)? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Is the acquisition unrestricted (meaning <b>not</b> being set-aside for small business)?            |

If the answer to all three questions is yes, then a subcontracting plan will be required from any large business that responds to the solicitation, unless the CO has made a written determination that there are no subcontracting possibilities. (See [FAR 19.705-2](#) and DOI-AAAP-0076)

**22. Is there a determination that there are no subcontracting possibilities that has been approved at the appropriate level?** N/A

**23. Will the solicitation include the appropriate provisions to ensure that large businesses submit a subcontracting plan?** N/A

**24. Will the solicitation include subcontracting goals that have been reviewed and approved in accordance with DOI policy?** N/A

**BUNDLING**

**25. Does the acquisition involve bundling?** See [FAR 7.104\(d\)\(2\)](#) No  
If yes, a written justification for bundling must be attached.

**SIGNATURES**

<p><b>MICHAEL</b> <b>X LEPE</b></p> <p>Digitally signed by MICHAEL LEPE Date: 2018.05.08 15:25:34 -04'00'</p> <hr/> <p>Purchasing Agent / Contract Specialist</p>	<p><b>KAREN</b> <b>X PHILLIPS</b></p> <p>Digitally signed by KAREN PHILLIPS Date: 2018.05.08 15:24:02 -04'00'</p> <hr/> <p>Contracting Officer</p>
<p><b>X</b></p> <hr/> <p>Small Business Specialist</p>	<p><b>X</b></p> <hr/> <p>Bureau Headquarters Small Business Special...</p>
<p><b>X</b></p> <hr/> <p>OSDBU Director</p>	<p><b>X</b></p> <hr/> <p>SBA Procurement Center Representative</p>

**US Department of the Interior  
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**INDEFINITE DELIVERY VEHICLES**

**If this action will result in the award of a multiple-award Indefinite Delivery Vehicle, the Review Official may sign the following determination:**

**Based on the proposed small business strategy and ordering procedures for this Indefinite Delivery Vehicle (IDV), I have determined that screening the individual calls and orders against this IDV will not add value in maximizing opportunities for small businesses. Orders and calls against this IDV are exempt from the requirement to complete a small business screening in accordance with DOI-AAAP-0043.**

**X**

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Reviewing Official

## US Department of the Interior

### Instructions for Completing the *Small and Disadvantaged Business Acquisition Screening Form (DI-1886)*

#### BACKGROUND INFORMATION

- Item 1 Provide the Purchase Requisition number from FBMS.
- Item 2 Provide the name of the contract office that is awarding the acquisition. Include the name of the bureau. (Ex. National Park Service Denver Servicing Center.)
- Item 3 Provide a brief description of the products and services that you are purchasing. Avoid using technical jargon or acronyms.
- Item 4 Enter the North American Industry Classification System (NAICS) code for this acquisition from the list at: <http://www.census.gov/eos/www/naics/>
- Item 5 Enter the corresponding official description for the NAICS code.
- Item 6 Enter the Product / Service Code (PSC) for the acquisition from the list at: [https://www.acquisition.gov/?q=PSC\\_Manual](https://www.acquisition.gov/?q=PSC_Manual)
- Item 7 Enter the corresponding official description for the PSC.
- Item 8 Enter the estimated total contract value, to include all optional periods and tasks. You do not need to list the price for each option separately; just include the total contract value.
- Item 9 Enter the estimated total period of performance, to include all optional periods. You do not need to list the period of performance for each option separately; just include the total contract length. Please express the time period as the total number of months or years, as the actual start and end dates may not be known at the time of completing the DI-1886. Example: "Five Years" or "Six Months".
- Item 10 Select the contract type from the drop-down list.

If you awarding an indefinite delivery vehicle, then the contract type must be reported as the type of IDV: Indefinite Delivery Indefinite Quantity, Blanket Purchase Agreement (FAR 13), etc. Do not select the type of orders/calls that will be able to be used for orders under the IDV.

If you are awarding an order or call against an IDV, then the contract type must be reported as the contract type for this order / call.

If the action has multiple contract types (for example, one firm-fixed price line item and one labor hours line item), select the contract type that represents the greatest percentage of the contract's value.

- Item 11 Use the drop-down box to indicate if this action is an order against an established source.

If this action is an order against an established source, provide the Procurement Instrument Identifier (PIID) for the IDV that will be used. If the IDV is a multiple-award IDV or GWAC, you can provide a description of the contract instead of the PIID. For example: Federal Supply Schedule 70; DOI's Cloud Hosting Contract.

Lastly, indicate if there is a DOI policy that mandates the use of this established source.

- Item 12 Select an option from the drop-down box to indicate whether there will be any restrictions on competition.

#### PROCUREMENT HISTORY

- Item 13 Use the drop-down box to indicate whether there has been an acquisition for this requirement or for a similar, related requirement in the previous six fiscal years. If the answer is yes, answer the remaining questions in this section about the most recent acquisition for this requirement. You do not need to answer for all contracts that have been awarded in the preceding six years.

A "no" answer to this question should be extremely rare. Contracting personnel should make every effort to research other, similar procurements in their bureau or office.

Use the drop-down box to select the small business strategy for the most recent award for this requirement. If you select "total or partial set-aside," in the question below, indicate which socio-economic category.



## US Department of the Interior

### Instructions for Completing the *Small and Disadvantaged Business Acquisition Screening Form (DI-1886)*

Item 14 For the most recent procurement for this requirement, indicate how many offers were received from each category. Enter a number in the box to the left of each category, even if the number is 0.

#### SMALL BUSINESS STRATEGY

Item 15 Check the box next to the type of set-aside for this acquisition, or select "No set aside."

Item 16 If you are awarding under the 8(a) program, indicate "yes" in the box. Then select whether it will be a direct award, or a competitive 8(a) purchase.

Item 17 There is no information to provide for this item; however, you must ensure you are in compliance if your action will be either type of women-owned set-aside.

Item 18 There is no information to provide for this item; however, you must ensure you are in compliance if your action will be either type of Indian-owned set-aside.

Item 19 Indicate whether your set-aside is partial or total. If there is no set-aside, select N/A. If you are completing a partial set aside, you must include an explanation as indicated. The DI-1886 reviewer needs to understand how the products and services under the contract will be divided, and which aspects will be set-aside and which will not. Ensure that your documentation provides a clear explanation for your strategy, along with the rationale.

Item 20 This item refers to the Non-Manufacturer Rule (NMR), which may factor into the decision about whether to set-aside acquisitions for products or supplies. The NMR is not applicable for acquisitions of services or construction. When determining to set-aside a procurement for supplies, the Contracting Officer must consider whether there is a market of small businesses that could propose under the set-aside, given the limitations on subcontracting and the NMR.

The Small Business Act and SBA's regulations impose performance requirements (limitations on subcontracting) on firms that are awarded set-aside contracts. On a supply contract, a firm must perform at least 50% of the cost of manufacturing the supplies (not including the cost of materials). The NMR is an **exception** to the performance requirements, and provides that a firm that is **not** a manufacturer may qualify as a small business on a supply contract set aside for small business if, among other things, it supplies the product of a small business made in the United States.

To summarize, a company qualifies for a small business set-aside for supplies if:

1. The company performs at least 50% of the cost of manufacturing the supplies; or
2. The company does not manufacture the supplies, but
  - a. The supply is manufactured by a small business; and
  - b. The supply is manufactured in the United States.

Small businesses that do not qualify under one of these two avenues will not be able to propose on a set-aside, unless SBA has issued a waiver to the Non-Manufacturer Rule. Essentially, that means that unless there are small businesses in the market who manufacture the supplies or products that you are buying, a set-aside may not be appropriate, unless SBA has granted a NMR waiver.

A common example would be a business that is a reseller of products that are manufacturer by other companies. For example, Apple is the large business manufacturer of the iPad. There are many small businesses who are resellers of that product. However, these resellers could not compete under a small business set-aside for iPad, because they did not manufacture at least 50% of the product and the manufacturer is not a small business, unless SBA issues a waiver.

A Contracting Officer can request a waiver from SBA for a particular acquisition. SBA also issues class waivers for certain NAICS. There is a list of current class waivers here: [https://www.sba.gov/sites/default/files/articles/NMR%20CLASS%20WAIVER%20LIST-AS%20OF%2001-01-2015\\_3.pdf](https://www.sba.gov/sites/default/files/articles/NMR%20CLASS%20WAIVER%20LIST-AS%20OF%2001-01-2015_3.pdf)

#### SUBCONTRACTING PLAN

Item 21 This item contains a series of questions to determine whether a subcontracting plan will be required for any large business that is selected for the award. Check yes or no for each question.

## US Department of the Interior

### Instructions for Completing the *Small and Disadvantaged Business Acquisition Screening Form (DI-1886)*

- Item 22 Select yes or no from the drop-down list to indicate whether there is a determination that there are no subcontracting possibilities for this acquisition. If yes, the Small Business Specialist should ensure that it has been signed at the appropriate level. [See FAR 19.705-2\(c\)](#).
- Item 23 Select yes or no from the drop-down list to indicate whether the solicitation includes the appropriate provisions to ensure that large businesses submit a subcontracting plan.
- Item 24 Select yes or no from the drop-down list to indicate whether the solicitation includes subcontracting goals that have been reviewed and approved in accordance with DOI policy.

#### **BUNDLING**

- Item 25 Check this box if the contract will involve bundling. If the answer is yes, the Contracting Officer must attach her/his written justification with the DI-1886.

#### **INDEFINITE DELIVERY VEHICLES**

For IDVs that are awarded by the Department of the Interior, an exemption may be granted from the requirement to screen orders and calls against the specific IDV. This exemption may be granted by the highest-level Reviewing Official for the acquisition action when the IDV is awarded, and must be recorded on the DI-1886 that is prepared for that action.

For example, if a CO is planning an acquisition to award a multiple-award IDIQ where the ceiling will be \$1,000,000, the Bureau Headquarters Small Business Specialist is the highest-level Reviewing Official for that action. When the Bureau Headquarters Small Business Specialist evaluates the DI-1886 for the IDIQ, s/he may determine that it would not be beneficial to conduct a small business screening for each order under the contract. If that is the case, then s/he may grant an exemption for the IDV. This exemption will be documented on the DI-1886 form.

When determining whether to grant an exemption, the Reviewing Official must consider, at a minimum:

- The small business strategy for the acquisition to award the IDV, including whether participation has been maximized for small businesses, the four socio-economic categories, and Indian-owned businesses; and
- The proposed ordering procedures for the IDV, including whether the ordering procedures allow for set-asides against the IDV.

If the exemption is granted, then orders and calls against that specific IDV will not require small business screening for the life of the contract. The DI-1886 form that grants the exemption must be included in the contract file.

## **FAR & DFARS Report**

**Certification for: NORTHWESTERN UNIVERSITY**

**DUNS: 005436803**

**Certification Validity From: Fri Oct 13 16:20:03 EDT 2017**

**To : Sat Oct 13 16:20:03 EDT 2018**

I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, Michael Green, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent NORTHWESTERN UNIVERSITY in any of these representations or certifications to the Government.

By maintaining an active entity registration in SAM, the entity complied with requirements to report proceedings data in accordance with FAR 52.209-7 Information Regarding Responsibility Matters and with requirements to report executive compensation data in accordance with FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

### **FAR 52.203-2 Certificate of Independent Price Determination (Apr 1985)**

- (a) The offeror certifies that-
  - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
    - (i) Those Prices
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
  
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
  - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision Lynda Wolter, Executive Director, OSR-Chicago;
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
    - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
  
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **(End of Provision)**

### **FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)**

- (a) Definitions. As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions"(52.203-12).
  
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
  
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
  
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
  
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### **(End of Provision)**

**FAR 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)**

As prescribed in 3.909â€“(a), insert the following provision: Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)

(a) Definition.

Internal confidentiality agreement or statement, subcontract, and subcontractor, as used in this provision, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

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

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

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

**(End of Provision)**

**FAR 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 payment 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 on file.

\*  TIN has been applied for.

\* TIN is not required because:

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

\*  Offeror is an agency or instrumentality of a foreign government;

\*  Offeror is an agency or instrumentality of the Federal Government.



(e) Type of organization.

\*  sole proprietorship;

\*  Partnership;

\*  Corporate entity (not tax-exempt);

\*  Corporate entity (tax-exempt);

\*  Government entity (Federal, State, or local);

\*  Foreign government;

\*  International organization per 26 CFR 1.6049-4;

\*  Other

Private University

(f) Common parent.

\*  Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\*  Name:

TIN:

**(End of Provision)**

**FAR 52.204-5 Women-Owned Business (Other Than Small Business) (Oct 2014)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it  is a women-owned business concern.

**(End of Provision)**

**FAR 52.204-17 Ownership or Control of Offeror (Jul 2016)**

(a) Definition. As used in this provision--  
Commercial and Government Entity (CAGE) code means--

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

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

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

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

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

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

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

Immediate owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.

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

Is the immediate owner owned or controlled by another entity?

Yes  No

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

Highest-level owner CAGE code: \_\_\_\_\_  
Highest-level owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.  
(Do not use a "doing business as" name)

\*Currently, only one Immediate or Highest-Level Owner may be identified by a CAGE Code. If the offeror has more than one (such as a joint venture) at either level of ownership, they must select only one to report.

**(End of Provision)**

**FAR 52.204-20 Predecessor of Offeror (Jul 2016)**

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

"Commercial and Government Entity (CAGE) code" means--

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

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

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

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

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

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

Predecessor CAGE Code: \_\_\_\_\_  
(or mark "Unknown").  
Predecessor legal name: \_\_\_\_\_  
(Do not use a "doing business as" name)

**(End of Provision)**

**FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (Nov 2015)**

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

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

(c) Representation. the offeror represents that-  
(1) It  is  is not an inverted domestic corporation; and  
(2) It  is  is not a subsidiary of an inverted domestic corporation.

**(End of Provision)**

**FAR 52.209-5 Certification Regarding Responsibility Matters (OCT 2015)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

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

(B) Have  Have not  , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property(if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are  Are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) Have  Have not  , within a three-year period preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) Examples:

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

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

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

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

(ii) The Offeror has  , has not  , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**(End of Provision)**

**FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)**

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

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

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

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor

fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**(End of Provision)**

**FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)**

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

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

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

(b) The Offeror represents that-

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

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

**(End of Provision)**

**FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (Jan 2017)**

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.212-3(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.212-3(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (u) of this provision.



(a) Definitions. As used in this provision-

"Commercial and Government Entity (CAGE) code" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

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

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

"Forced or indentured child labor" means all work or service-

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

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

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

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

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

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

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

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

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

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

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

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

"Sensitive technology"-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service - disabled veteran - owned small business concern"-

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subcontract" means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

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

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

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the

predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

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

(b)

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

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

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

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

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

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

If no NAICS table is displayed, this registrant may not be considered a small business.

- (1)\* Small business concern. The offeror represents as part of its offer that it [ ] is, [X] is not a small business concern.
- (2)\* Veteran-owned small business concern. The offeror represents as part of its offer that it [ ] is, [X] is not a veteran-owned small business concern.
- (3)\* Service-disabled veteran-owned small business concern. The offeror represents as part of its offer that it [ ] is, [X] is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. The offeror represents, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5)\* Women-owned small business concern. The offeror represents that it [ ] is, [X] is not a women-owned small business concern.

\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by NORTHWESTERN UNIVERSITY in their SAM registration.

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

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

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

State Eligible Labor Surplus: Civil Jurisdictions Included:

(10) HUBZone small business concern. The offeror represents, as part of its offer, that-

(i) It [ ] is, It[X] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, It[X] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

(ii) It [X] has It [ ] has not filed all required compliance reports.

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

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

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

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

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

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

(2) Foreign End Products:

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

(g)(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

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

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

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

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

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

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

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

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

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

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

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

Other End Products:

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.



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

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

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

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

(4)  Have  Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples:

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

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

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

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

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

(1) Listed end products.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cattle	South Sudan
Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

\*  TIN on file.

\*  TIN has been applied for.

\* TIN is not required because:

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

\*  Offeror is an agency or instrumentality of a foreign government;

\*  Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\*  sole proprietorship;

\*  Partnership;

\*  Corporate entity (not tax-exempt);

\*  Corporate entity (tax-exempt);

\*  Government entity (Federal, State, or local);

\*  Foreign government;

\*  International organization per 26 CFR 1.6049-4;

\*  Other

Private University

(5) Common parent.

\*  Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\*  Name:

TIN:

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. the offeror represents that-

- (i) It  is  is not an inverted domestic corporation; and
- (ii) It  is  is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

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

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

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

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

Immediate owner legal name: Offeror asserts international ownership. They must provide the owner's NCA  
Code within 90 days of registration.

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

Is the immediate owner owned or controlled by another entity?

Yes  No

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

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

Highest-level owner legal name: Offeror asserts international ownership. They must provide the owner's NCA  
Code within 90 days of registration.

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

\*Currently, only one Immediate or Highest-Level Owner may be identified by a CAGE Code. If the offeror has more than one (such as a joint venture) at either level of ownership, they must select only one to report.

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

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

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

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

(2) The Offeror represents that-

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

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

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

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

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

Predecessor CAGE Code: \_\_\_\_\_  
(or mark "Unknown").  
Predecessor legal name: \_\_\_\_\_  
(Do not use a "doing business as" name)

(s) Reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

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

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

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

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

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

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

<http://www.northwestern.edu/sustainability/program-areas/built-environment/ghg.html>  
<http://www.northwestern.edu/sustainability/news/2017/2017-08-ghg-inventory.html>

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

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

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

#### Alternate I (Oct 2014)

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(End of Provision)

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jan 2017)

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

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

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

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

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

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

[Contracting Officer check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved].
- (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) [Reserved].
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (ii) Alternate I (Nov 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (Jan 2011) of 52.219-4.
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Nov 2016) of 52.219-9.
- (v) Alternate IV (Nov 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).  
Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
- (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (ii) Alternate I (Jan 2017) of 52.224-3.
- (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.



- (iv) Alternate III (May 2014) of 52.225-3.
- (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (58) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).
- (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

- (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
  - (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
  - (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
  - (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
  - (vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
  - (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
  - (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
  - (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
  - (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
  - (xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
  - (xii)
    - (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
    - (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
  - (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (xv) 52.222-54, Employment Eligibility Verification (Oct 2015).
  - (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).
  - (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016)).
  - (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
  - (xx)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
  - (B) Alternate I (Jan 2017) of 52.224-3.
  - (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **ALTERNATE I (Feb 2000)**

As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

#### **ALTERNATE II (Jan 2017)**

As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(E) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(F) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(G) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(H) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(I) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(J) (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

(2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(K) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

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

(M) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(O) 52.222-59 Compliance with Labor Laws (Executive Order 13673) (Oct 2016).

Note to paragraph (e)(1)(ii)(O): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(P) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(Q) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(R)(1)52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(2)Alternate I (Jan 2017) of 52.224-3.

(S) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note)

(T) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

**(End of Provision)**

**FAR 52.214-14 Place of Performance-Sealed Bidding (Apr 1985)**

(a) The bidder, in the performance of any contract resulting from this solicitation, [ ] intends, [X] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

**(End of Provision)**

**FAR 52.215-6 Place of Performance (Oct 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends [X] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

**(End of Provision)**

**FAR 52.219-1 Small Business Program Representations (Oct 2014)**

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.219-1(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

(a) Definitions. As used in this provision-

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

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

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

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

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

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

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

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

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

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

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

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

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

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

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

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

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

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.\*

(2) The small business size standard is See Note.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations

If no NAICS table is displayed, this registrant may not be considered a small business.

- (1)\*\* The offeror represents as part of its offer that it [ ] is, [X] is not a small business concern (see below).
- (2)\*\* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3)\*\* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern. (See Below)
- (4)\*\* Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that-
- (i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5)\*\* Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-
- (i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.
- (7)\*\* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern. (See Below)

\*If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.

\*\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by NORTHWESTERN UNIVERSITY in their SAM registration.

- (8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-
- (i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
- (ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged woman-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, or 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**Alternate I (Sept 2015)**

As prescribed in 19.309(a)(2), add the following paragraph (c)(9) to the basic provision:

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

**(End of Provision)**

**FAR 52.219-2 Equal Low Bids (Oct 1995)**

(a) This provision applies to small business concerns only

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

**(End of Provision)**

**FAR 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)**

(a) Definition:

"Forced or indentured child labor" means all work or service-

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

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

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cattle	South Sudan
Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

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

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

**(End of Provision)**

**FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that-

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

(b) It  has It  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)**

**FAR 52.222-25 Affirmative Action Compliance (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)**

**FAR 52.222-38 Compliance with Veterans' Employment Reporting Requirements (Feb 2016)**

As prescribed in 22.1310 (c), insert the following provision:

**COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (Feb 2016)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) ( i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

**(End of Provision)**

**FAR 52.222-48 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification (May 2014)**

(a) The offeror shall check the following certification:

Certification

The offeror  does certify  does not certify that -

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

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

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

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

**(End of Provision)**

**FAR 52.222-50 Combating Trafficking in Persons (MAR 2015)**

As prescribed in 22.1705(a)(1), insert the following clause:

**COMBATING TRAFFICKING IN PERSONS (MAR 2015)**



(a) Definitions. As used in this clause-

"Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means-

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

"Commercially available off-the-shelf (COTS) item" means-

- (1) Any item of supply (including construction material) that is-
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person-

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of-

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means-

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
  - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
  - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-
    - (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-
      - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
      - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
    - (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
  - (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
  - (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

- (c) Contractor requirements. The Contractor shall-
- (1) Notify its employees and agents of-
    - (i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
    - (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
  - (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

- (d) Notification.
- (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-
    - (i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
    - (ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
  - (2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

- (e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-
- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
  - (2) Requiring the Contractor to terminate a subcontract;
  - (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
  - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
  - (5) Declining to exercise available options under the contract;
  - (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
  - (7) Suspension or debarment.

- (f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:
- (1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
  - (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

- (g) Full cooperation.
- (1) The Contractor shall, at a minimum-
    - (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
    - (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
    - (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
    - (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
  - (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-
    - (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
    - (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
    - (iii) Restrict the Contractor from-
      - (A) Conducting an internal investigation; or
      - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

- (h) Compliance plan.
- (1) This paragraph (h) applies to any portion of the contract that-
- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- (ii) Has an estimated value that exceeds \$500,000.
- (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-
- (i) To the size and complexity of the contract; and
- (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
- (3) Minimum requirements. The compliance plan must include, at a minimum, the following:
- (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
- (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).
- (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
- (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
- (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- (4) Posting.
- (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.
- (ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.
- (5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-
- (i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
- (ii) After having conducted due diligence, either-
- (A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
- (B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

- (i) Subcontracts.
- (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-
- (A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- (B) Has an estimated value that exceeds \$500,000.
- (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

**(End of Provision)**

**FAR 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification (May 2014)**

(a) The offeror shall check the following certification:

Certification

The offeror [ ] does[X] does not certify that -

- (1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;
- (3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR22.1003-4(d)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

**(End of Provision)**

**FAR 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (MAR 2015)**

As prescribed in 22.1705(b), insert the following provision:

**CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)**

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

- (1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and
- (2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either-

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

**(End of Provision)**

**FAR 52.223-1 Biobased Product Certification (May 2012)**

(a) As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

**(End of Provision)**

**FAR 52.223-4 Recovered Material Certification (May 2008)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

[X] certifies compliance with 52.223-4

**(End of Provision)**

**FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)**

**Alternate I (May 2008)**

As prescribed in 23.406(d), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

#### **Certification**

[X] I, Michael Green (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

Submission of this record serves as the signature for this Certification

[Signature of the Officer or Employee]

Michael Green  
[Typed Name of the Officer or Employee]

[Title]

(Doing Business As:)  
[Name of Company, Firm, or Organization]

Fri Oct 13 16:20:03 EDT 2017  
[Date]

**(End of Provision)**

#### **FAR 52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation (Dec 2016)**

As prescribed in 23.804(b), insert the following provision:  
Public Disclosure of Greenhouse Gas Emissions and Reduction Goals- Representation (Dec 2016)

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

(b) Representation [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

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

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

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

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

<http://www.northwestern.edu/sustainability/program-areas/built-environment/ghg.html>  
<http://www.northwestern.edu/sustainability/news/2017/2017-08-ghg-inventory.html>

**(End of Provision)**

#### **FAR 52.225-2 Buy American Act Certificate (May 2014)**

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

(b) Foreign End Products:

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

**(End of Provision)**

#### **FAR 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (May 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:"

(c) The offeror shall list those supplies that are foreign endproducts (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

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

#### **Alternate I (May 2014)**

As prescribed in 25.1101 (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:  
(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Canadian End Products:

#### **Alternate II (May 2014)**

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:  
(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Canadian or Israeli End Products:

#### **Alternate III (May 2014)**

As prescribed in 25.1101(b)(2)(iv), substitute the following paragraph (b) for paragraph (b) of the basic provision:  
(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

**(End of Provision)**

#### **FAR 52.225-6 Trade Agreements Certificate (May 2014)**

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

(b) The offeror shall list as other end products those supplies that are not U.S.-made, or designated country, end products.  
Other End Products:

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

**(End of Provision)**

#### **FAR 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification (Aug 2009)**

(a) Definitions. As used in this provision-

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means-

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

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

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

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

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

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

(6) Have been voluntarily suspended

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

**(End of Provision)**

**FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications (Oct 2015)**

(a) Definitions. As used in this provision-

"Person"-

(1) Means-

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"-

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

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

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

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

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror-

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

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

**(End of Provision)**

**FAR 52.226-2 Historically Black College or University and Minority Institution Representation (Oct 2014)**

(a) Definitions. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it-  
[ ] is [X] is not a historically black college or university;

[ ] is [X] is not a minority institution.

**(End of Provision)**

**FAR 52.227-6 Royalty Information (Apr 1984)**

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**(End of Provision)**

**FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)**

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]-

(1) [X] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software; or

(2) [ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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

**(End of Provision)**



**DFARS 252.209-7002 Disclosure of Ownership or Control by a Foreign Government.**

As prescribed in 209.104-70(b), use the following provision:

**DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)**

(a) Definitions. As used in this provision-

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"-

(i) Means-

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means-

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Phone Number:

International Number:

Name and Address of Offeror

(Doing Business As:)

**(End of Provision)**

**DFARS 252.209-7003 Reserve Officer Training Corps and Military Recruiting on Campus-Representation.**

As prescribed in 209.470-4(a), use the following provision:

**RESERVE OFFICER TRAINING CORPS AND MILITARY RECRUITING ON CAMPUS (MAR 2012)**

(a) Definitions. "Institution of higher education," as used in this provision, is defined in the clause at 252.209-7005, Reserve officer Training Corps and Military Recruiting on Campus.

(b) Limitation on contract award. Except as provided in paragraph (c) of this provision, an institution of higher education is ineligible for contract award if the Secretary of Defense determines that the institution has a current policy or practice (regardless of when implemented) that prohibits or in effect prevents-

(1) The Secretary of a military department from maintaining, establishing, or operating a unit of the Senior Reserve Officer Training Corps (ROTC) (in accordance with 10 U.S.C. 654 and other applicable Federal laws) at that institution;

(2) A student at that institution from enrolling in a unit of the Senior ROTC at another institution of higher education;

(3) The Secretary of a military department or the Secretary of Transportation from gaining entry to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting; or

(4) Military recruiters from accessing, for purposes of military recruiting, the following information pertaining to students (who are 17 years of age or older) enrolled at that institution:

(i) Name.

(ii) Address.

(iii) Telephone number.

(iv) Date and place of birth.

(v) Educational level.

(vi) Academic major.

(vii) Degrees received.

(viii) Most recent educational institution enrollment.

(c) Exception. The limitation in paragraph (b) of this provision does not apply to an institution of higher education if the Secretary of Defense determines that the institution has a long-standing policy of pacifism based on historical religious affiliation. -

(d) Representation. By submission of its offer, the offeror represents that the institution does not have any policy or practice described in paragraph (b) of this clause, unless the Secretary of Defense has determined that the institution has a long-standing policy of pacifism based on historical religious affiliation.

**(End of Provision)**

**DFARS 252.216-7008 Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government-Representation.**

As prescribed in 216.203-4-70(c)(2), use the following provision:

**ECONOMIC PRICE ADJUSTMENT-WAGE RATES OR MATERIAL PRICES CONTROLLED BY A FOREIGN GOVERNMENT-REPRESENTATION (MAR 2012)**

(a) By submission of its offer, the offeror represents that the prices set forth in this offer-

(1) Are based on the wage rate(s) or material price(s) established and controlled by the Government of and

(2) Do not include contingency allowances to pay for possible increases in wage rates or material prices.

**(End of Provision)**

**DFARS 252.222-7007 Representation Regarding Combating Trafficking in Persons. (JAN 2015)**

As prescribed in 222.1771, use the following provision:

**REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015)**

By submission of its offer, the Offeror represents that it-

(a) Will not engage in any trafficking in persons or related activities, including but not limited to the use of forced labor, in the performance of this contract;

(b) Has hiring and subcontracting policies to protect the rights of its employees and the rights of subcontractor employees and will comply with those policies in the performance of this contract; and

(c) Has notified its employees and subcontractors of-

(1) The responsibility to report trafficking in persons violations by the Contractor, Contractor employees, or subcontractor employees, at any tier; and

(2) Employee protection under 10 U.S.C. 2409, as implemented in DFARS subpart 203.9, from reprisal for whistleblowing on trafficking in persons violations.

**(End of Provision)**

**DFARS 252.225-7000 Buy American--Balance of Payments Program Certificate.**

As prescribed in 225.1101(1), use one of the following provisions:Basic.

As prescribed in 225.1101(1)(i), use the following provision:

**BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE -BASIC (NOV 2014)**

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-Basic clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

**ALTERNATE I (NOV 2014)**

As prescribed in 225.1101(1)(ii), use the following provision, which adds "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" in paragraph (a), and replaces "qualifying country end products" in paragraphs (b)(2) and (c)(2) with "qualifying country end products or SC/CASA state end products":

**BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-ALTERNATE I (NOV 2014)**

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision, have the meanings given in the Buy American and Balance of Payments Program-Alternate I clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products or SC/CASA state end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-Alternate I clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products or SC/CASA state end products:

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

**(End of Provision)**

**DFARS 252.225-7003 Report of Intended Performance Outside the United States and Canada-Submission with Offer.**

As prescribed in 225.7204(a), use the following provision:

**REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-SUBMISSION WITH OFFER (Oct 2015)**

- (a) Definition. "United States," as used in this provision, means the 50 States, the District of Columbia, and outlying areas.
- (b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if-
- (1) The offer exceeds \$13.5 million in value; and
- (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
- (i) Exceeds \$700,000 in value; and
- (ii) Could be performed inside the United States or Canada.
- (c) Information to be reported includes that for-
- (1) Subcontracts;
- (2) Purchases; and
- (3) Intracompany transfers when transfers originate in a foreign location.
- (d) The offeror shall submit the report using-
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
- (2) A computer-generated report that contains all information required by DD Form 2139.
- (e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

**(End of Provision)**

**DFARS 252.225-7020 Trade Agreements Certificate**

As prescribed in 225.1101(5), use one of the following provisions:

Basic. As prescribed in 225.1101(5)(i), use the following provision:

TRADE AGREEMENTS CERTIFICATE-BASIC (NOV 2014)

(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" as used in this provision have the meanings given in the Trade Agreements-Basic clause of this solicitation.

- (b) Evaluation. The Government-
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless-
- (i) There are no offers of such end products;
- (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
- (iii) A national interest waiver has been granted.
- (c) Certification and identification of country of origin.
- (1) For all line items subject to the Trade Agreements-Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.
- (2) The following supplies are other nondesignated country end products:

**ALTERNATE I (OCT 2014)**

As prescribed in 225.1101(5)(ii), use the following provision, which uses different paragraphs (a), (b)(2), and (c) than the basic clause:

TRADE AGREEMENTS CERTIFICATE-ALTERNATE I (NOV 2014)

(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "U.S.-made end product," as used in this provision, have the meanings given in the Trade Agreements-Alternate I clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, SC/CASA state, or designated country end products unless-

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Trade Agreements-Alternate I clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2)(ii) of this provision, is a U.S.-made, qualifying country, SC/CASA state, or designated country end product.

(2)(i) The following supplies are SC/CASA state end products:

(2)(ii) The following are other nondesignated country end products":

**(End of Provision)**

**DFARS 252.225-7031 Secondary Arab Boycott of Israel.**

As prescribed in 225.7605, use the following provision:

SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

(a) Definitions. As used in this provision-

(1) "Foreign person" means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) "United States person" is defined in 50 U.S.C. App. 2415(2) and means-

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

**(End of Provision)**

**DFARS 252.225-7035 Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate.**

As prescribed in 225.1101(9), use one of the following provisions:

Basic. As prescribed in 225.1101(9)(i), use the following provision:

BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (NOV 2014)

Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American-Free Trade Agreements-Balance of Payments Program-Basic clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American-Free Trade Agreements- Balance of Payments Program-Basic clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act-Free Trade Agreements-Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products:

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

**ALTERNATE I (OCT 2013)**

As prescribed in 225.1101(9)(ii), use the following provision, which uses "Canadian end product" in paragraph (a), rather than the phrases "Bahrainian end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Moroccan end product," "Panamanian end product," and "Peruvian end products" in paragraph (a) of the basic provision; uses "Canadian end products" in paragraphs (b)(2) and (c)(2)(i), rather than "Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii) of the basic provision; and does not use "Australian or" in paragraph (c)(2)(i):

**BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-ALTERNATE I (NOV 2014)**

(a) Definitions. "Canadian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American Free Trade Agreements Balance of Payments Alternate I clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate I clause of this solicitation, will evaluate offers of qualifying country end products or Canadian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate I clause of this solicitation, the offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Canadian) end products:

(ii) The offeror certifies that the following supplies are Canadian end products:

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

**ALTERNATE II (NOV 2012)**

As prescribed in 225.1101(9)(iii), use the following provision, which adds "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" to paragraph (a), and uses different paragraphs (b)(2) and (c)(2)(i) than the basic provision:

**BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE--ALTERNATE II (NOV 2014)**

(a) Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision, have the meanings given in the Buy American Free Trade Agreements Balance of Payments Alternate II clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate II clause of this solicitation, will evaluate offers of qualifying country end products, SC/CASA state end products, or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate II clause of this solicitation, the offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) or SC/CASA state end products:

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products:

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

**ALTERNATE III (JUN 2012)**



As prescribed in 225.1101(9)(iv), use the following provision, which uses different paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) than the basic provision:

**BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE--ALTERNATE III (NOV 2014)**

(a) Definitions. "Canadian end product," "commercially available off-the-shelf (COTS) item," "domestic end product," "foreign end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision have the meanings given in the Buy American Free Trade Agreements Balance of Payments Alternate III clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate III clause of this solicitation, will evaluate offers of qualifying country end products, SC/CASA state end products, or Canadian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate III clause of this solicitation, the offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Canadian) or SC/CASA state end products:

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products:

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

**ALTERNATE IV (NOV 2012)**

As prescribed in 225.1101(9)(v), use the following provision, which adds "Korean end product" to paragraph (a) and uses "Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii), rather than "Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii) of the basic provision:

**BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE--ALTERNATE IV (NOV 2014)**

(a) Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Korean end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American Free Trade Agreements Balance of Payments Alternate IV clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate IV clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate IV clause of this solicitation, the offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products:

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

**ALTERNATE V (NOV 2012)**

As prescribed in 225.1101(9)(vi), use the following provision, which uses different paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) than the basic provision:

**BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE--ALTERNATE V (NOV 2014)**

(a) Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Korean end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision, have the meanings given in the Buy American Act-Free Trade Agreements-Balance of Payments Program-Alternate V clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate V clause of this solicitation, will evaluate offers of qualifying country end products, SC/CASA state end products, or Free Trade Agreement end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Free Trade Agreements Balance of Payments Alternate V clause of this solicitation, the offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) or SC/CASA state end products:

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products:

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

**(End of Provision)**

**DFARS 252.225-7042 Authorization to Perform.**

As prescribed in 225.1103(3), use the following provision:

**AUTHORIZATION TO PERFORM (APR 2003)**

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

**(End of Provision)**

**DFARS 252.225-7049 Prohibition on Acquisition of Commercial Satellite Services From Certain Foreign Entities--Representations (Oct 2015)**

As prescribed in 225.772-5, use the following provision:

**PROHIBITION ON ACQUISITION OF COMMERCIAL SATELLITE SERVICES FROM CERTAIN FOREIGN ENTITIES--REPRESENTATIONS (Oct 2015)**

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

"Covered foreign country" means-

- (i) The People's Republic of China;
- (ii) North Korea; or
- (iii) Any country that is a state sponsor of terrorism. (10 U.S.C. 2279)

"Foreign entity" means-

(i) Any branch, partnership, group or sub-group, association, estate, trust, corporation or division of a corporation, or organization organized under the laws of a foreign state if either its principal place of business is outside the United States or its equity securities are primarily traded on one or more foreign exchanges.

(ii) Notwithstanding paragraph (i) of this definition, any branch, partnership, group or sub-group, association, estate, trust, corporation or division of a corporation, or organization that demonstrates that a majority of the equity interest in such entity is ultimately owned by U.S. nationals is not a foreign entity. (31 CFR 800.212)

"Government of a covered foreign country" includes the state and the government of a covered foreign country, as well as any political subdivision, agency, or instrumentality thereof.

"Satellite services" means communications capabilities that utilize an on-orbit satellite for transmitting the signal from one location to another.

"State sponsor of terrorism" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, state sponsors of terrorism subject to this provision are Iran, Sudan, and Syria. (10 U.S.C. 2327)

(b) Prohibition on award. In accordance with 10 U.S.C. 2279, unless an exception is determined to apply in accordance with DFARS 225.772-4, no contract for commercial satellite services may be awarded to-

(1) A foreign entity if the Under Secretary of Defense for Acquisition, Technology, and Logistics or the Under Secretary of Defense for Policy reasonably believes that the foreign entity-

(i) Is an entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations; or

(ii) Plans to, or is expected to, provide or use launch or other satellite services under the contract from a covered foreign country; or

(2) An offeror that is offering to provide the commercial satellite services of a foreign entity as described in paragraph (b)(1) of this section.

(c) Representations. The Offeror represents that-

(1) It [ ] is, [X] is not a foreign entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations;

(2) It [ ] is, [X] is not a foreign entity that plans to provide or use launch or other satellite services under the contract from a covered foreign country;

(3) It [ ] is, [X] is not offering commercial satellite services provided by a foreign entity in which the government of a covered foreign country has an ownership interest that enables the government to affect satellite operations; and

(4) It [ ] is, [X] is not offering commercial satellite services provided by a foreign entity that plans to or is expected to provide or use launch or other satellite services under the contract from a covered foreign country.

(d) Disclosure. If the Offeror has responded affirmatively to any of the above representations, provide the following information, as applicable:

(1) Identification of the foreign entity proposed to provide the commercial satellite services, if other than the Offeror.

(2) To the extent practicable, a description of any ownership interest that the government of a covered foreign country has in the foreign entity proposed to provide the satellite services, including identification of the covered foreign country.

(3) Identification of any covered foreign country in which launch or other satellite services will be provided or used, and a description of any satellite services planned to be provided or used in that country.

(e) The representations in paragraph (c) of this provision are a material representation of fact upon which reliance will be placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**(End of Provision)**

**DFARS 252.225-7050 a Country that is a State Sponsor of Terrorism. (Oct 2015)**

**DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (Oct 2015)**

(a) Definitions. As used in this provision-

"Government of a country that is a state sponsor of terrorism" includes the state and the government of a country that is a state sponsor of terrorism, as well as any political subdivision, agency, or instrumentality thereof.

"Significant interest" means-

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

"State sponsor of terrorism" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, state sponsors of terrorism include: Iran, Sudan, and Syria.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, unless a waiver is granted by the Secretary of Defense, no contract may be awarded to a firm if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in-

(1) The firm;

(2) A subsidiary of the firm; or

(3) Any other firm that owns or controls the firm.

(c) Representation. Unless the Offeror submits with its offer the disclosure required in paragraph (d) of this provision, the Offeror represents, by submission of its offer, that the government of a country that is a state sponsor of terrorism does not own or control a significant interest in-

(1) The Offeror;

(2) A subsidiary of the Offeror; or

(3) Any other firm that owns or controls the Offeror.

(d) Disclosure.

(1) The Offeror shall disclose in an attachment to its offer if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in the Offeror; a subsidiary of the Offeror; or any other firm that owns or controls the Offeror.

(2) The disclosure shall include-

(i) Identification of each government holding a significant interest; and

(ii) A description of the significant interest held by each government.

**(End of Provision)**

**DFARS 252.229-7012 ion.**

As prescribed in 229.402-70(c)(2), use the following provision:

**TAX EXEMPTIONS (ITALY)-REPRESENTATION (MAR 2012)**

(a) Exemptions. The United States Government is exempt from payment of-

(1) Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy; and

(2) The other taxes specified in paragraph (c) of the clause DFARS 252.229-7003, Tax Exemptions (Italy).

(b) Representations. By submission of its offer, the offeror represents that the offered price, including the prices of subcontracts to be awarded under the contract, does not include the taxes identified herein, or any other taxes from which the United States Government is exempt.

**(End of Provision)**

**DFARS 252.229-7013 Tax Exemptions (Spain)-Representation.**

As prescribed in 229.402-70(e), use the following provision:

**TAX EXEMPTIONS (SPAIN)-REPRESENTATION (APR 2012)**

(a) Exemptions. In accordance with tax relief agreements between the United States Government and the Spanish Government, and because the resultant contract arises from the activities of the United States Forces in Spain, the contract will be exempt from the excise, luxury, and transaction taxes listed in paragraph (b) of the clause DFARS 252.229-7005, Tax Exemptions (Spain).

(b) Representation. By submission of its offer, the offeror represents that the offered price, including the prices of subcontracts to be awarded under the contract, does not include the taxes identified herein, or any other taxes from which the United States Government is exempt.

**(End of Provision)**

**DFARS 252.239-7011 Special Construction and Equipment Charges.**

As prescribed in 239.7411(b), use the following clause:

**SPECIAL CONSTRUCTION AND EQUIPMENT CHARGES (DEC 1991)**

(a) The Government will not directly reimburse the Contractor for the cost of constructing any facilities or providing any equipment, unless the Contracting Officer authorizes direct reimbursement.

(b) If the Contractor stops using facilities or equipment which the Government has, in whole or part, directly reimbursed, the Contractor shall allow the Government credit for the value of the facilities or equipment attributable to the Government's contribution. Determine the value of the facilities and equipment on the basis of their foreseeable reuse by the Contractor at the time their use is discontinued or on the basis of the net salvage value, whichever is greater. The Contractor shall promptly pay the Government the amount of any credit.

(c) The amount of the direct special construction charge shall not exceed-

- (1) The actual costs to the Contractor; and
- (2) An amount properly allocable to the services to be provided to the Government.

(d) The amount of the direct special construction charge shall not include costs incurred by the Contractor which are covered by-

- (1) A cancellation or termination liability; or
- (2) The Contractor's recurring or other nonrecurring charges.

(e) The Contractor represents that-

- (1) Recurring charges for the services, facilities, and equipment do not include in the rate base any costs that have been reimbursed by the Government to the Contractor; and
- (2) Depreciation charges are based only on the cost of facilities and equipment paid by the Contractor and not reimbursed by the Government.

(f) If it becomes necessary for the Contractor to incur costs to replace any facilities or equipment, the Government shall assume those costs or reimburse the Contractor for replacement costs at mutually acceptable rates under the following circumstances-

- (1) The Government paid direct special construction charges; or
- (2) The Government reimbursed the Contractor for those facilities or equipment as a part of the recurring charges; and
- (3) The need for replacement was due to circumstances beyond the control and without the fault of the Contractor.

(g) Before incurring any costs under paragraph (f) of this clause, the Government shall have the right to terminate the service under the Cancellation or Termination of Orders clause of this contract.

**(End of Provision)**

**DFARS 252.247-7022 Representation of Extent of Transportation by Sea.**

As prescribed in 247.573(a), use the following provision:

**REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it-

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**(End of Provision)**

**DFARS 252.247-7023 Transportation of Supplies by Sea.**

As prescribed in 247.573(b)(1), use the following clause:

**TRANSPORTATION OF SUPPLIES BY SEA-BASIC (APR 2014)**

(a) Definitions. As used in this clause-

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date

(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief-

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	Item Description	Contract Line Items	Quantity
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.



(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

**ALTERNATE I (APR 2014)**

As prescribed in 247.574(b)(2), use the following clause, which uses a different paragraph (b) than the basic clause.

(a) Definitions. As used in this clause-

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if the supplies being transported are-

(i) Noncommercial items; or

(ii) Commercial items that-

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations (Note: This contract requires shipment of commercial items in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations); or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date

(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief-

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	Item Description	Contract Line Items	Quantity
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

**ALTERNATE II (APR 2014)**

As prescribed in 247.574(b)(2), use the following clause, which uses a different paragraph (b) than the basic clause.

(a) Definitions. As used in this clause-

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if the supplies being transported are-

(i) Noncommercial items; or

(ii) Commercial items that-

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations (Note: This contract requires shipment of commercial items in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations); or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date

(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief-

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	Item Description	Contract Line Items	Quantity
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

**(End of Provision)**

SIMPLIFIED ACQUISITIONS REVIEW SHEET

ORDER NO: 140G0118P0244 MOD: base DATE: 05/11/2018 BUYER: Michael Lepe

- 1) Check on 508 and IT approval. This appears to need both (I believe USGS already owns the routers/ IT equipment. The university is only providing the rack space to set up our equipment at their location)
- 2) Need SB Dissolve memo (inserted in file, ML, 05/14/2018)
- 3) Update POP on award to Date of award. It currently specifies May 1 and I can not sign an award with a POP before the sign date. (POP updated, ML, 05/14/2018)
- 4) You requested GSA pricing, however, obtained open market pricing – update the summary accordingly to why it is not GSA as you requested. (Summary updated, ML , 05/14/2018)

To be checked by reviewer:

- Wage Determination** and Statement of Equivalent Wages and Benefits for Service Contracts/Construction Contracts (OM) – Service Contract Act clause/Davis-Bacon Act, are included in actions over \$2,500 for services, \$2,000 for construction.
- Bid Board** posting of OM actions over \$15,000 not placed on EC/Fed Bid.
- FedBizOpps** synopsis or evidence of EC competition included in the file for OM actions over \$25,000.
- Approved Form DI-1886** for OM and FSS awards over \$25,000.
- FPDS-NG** form completed and accurate.

- 
- Approved.
  - Approved subject to the correction/resolution of the above items prior to issuance of purchase/ delivery order.
  - Resubmit for review.

---

Chief, Simplified Acquisition Branch

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**DI-1 PACKAGE**

Funding Signature? \_\_\_\_\_

FSS code entered? \_\_\_\_\_

**Required Approvals/Forms:**

IT/TelComm. \_\_\_\_\_

Sect 508 Cer. \_\_\_\_\_

Property Review > 15K \_\_\_\_\_

Space Mgmt cert. \_\_\_\_\_

Temps/ HR cert. \_\_\_\_\_

Copiers form 1866 \_\_\_\_\_

Leases \_\_\_\_\_

Acceptable SOW w/IT security \_\_\_\_\_

**Justifications:**

Sole source \_\_\_\_\_

Brand name \_\_\_\_\_

**COMPETITION**

Competitive, min 3 quotes \_\_\_\_\_

Non-competitive

-signed JNCP in file \_\_\_\_\_

Price analysis-DPR (OM) \_\_\_\_\_

Bid-Board Notice (>10K-<25K) \_\_\_\_\_

Complete RFQ package \_\_\_\_\_

FBO Notice (>25K) \_\_\_\_\_

FBO notice reviewed and approved \_\_\_\_\_

FPDS-NG \_\_\_\_\_

**SERVICES/ CONSTRUCTION**

Performance SOW \_\_\_\_\_

SCA – Wage determination \_\_\_\_\_

D-B – Wage decision \_\_\_\_\_

IT Security Addressed in SOW \_\_\_\_\_

Personal Svcs. determination \_\_\_\_\_

Special clauses? \_\_\_\_\_

**ACTIONS > 25K**

Form 1886 \_\_\_\_\_

Performance bond (constr) \_\_\_\_\_

Procurement Summary \_\_\_\_\_

Tabbed file \_\_\_\_\_

Formal RFQ with clauses \_\_\_\_\_

**SAM Search Results**  
**List of records matching your search for :**

**Record Status: Active**  
**DUNS Number: 005436803**  
**Functional Area: Entity Management, Performance Information**

<b>ENTITY</b> NORTHWESTERN UNIVERSITY	Status:Active
---------------------------------------	---------------

DUNS: 005436803	+4:	CAGE Code: 01725	DoDAAC:
-----------------	-----	------------------	---------

Expiration Date: Oct 13, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: Yes
-------------------------------	---------------------------	------------------------------

Address: 633 CLARK ST	State/Province: ILLINOIS
City: EVANSTON	Country: UNITED STATES
ZIP Code: 60208-0001	



Print Close Help

**Transaction Information**

**Award Type:** Purchase Order      **Prepared Date:** 05/07/2018 15:24:28      **Prepared User:** MLEPE1  
**Award Status:** Draft      **Last Modified Date:** 05/11/2018 10:55:32      **Last Modified User:** MLEPE1  
**Closed Status:** No      **Closed Status Date:**      **Closed By:**

**Document Information**

<b>Award ID:</b> *	<input type="text" value="1434"/>	<b>Procurement Identifier</b>	<input type="text" value="140G0118P0244"/>	<b>Modification No</b>	<input type="text" value="0"/>	<b>Trans No</b>	<input type="text" value="0"/>
<b>Referenced IDV ID:</b>	<input type="text"/>						
<b>Reason For Modification:</b>	<input type="text"/>						
<b>Solicitation ID:</b>	<input type="text"/>						
	<b>Agency Identifier</b>	<b>Main Account</b>	<b>Sub Account</b>	<b>Initiative</b>			
<b>Treasury Account Symbol:</b>	<input type="text" value="14"/>	<input type="text" value="0804"/>	<input type="text"/>	Select One			

**Dates**

**Date Signed:**\*   
**Effective Date:**\*   
**Completion Date:**\*   
**Est. Ultimate Completion Date:**\*

**Amounts**

**Action Obligation:**\*   
**Base And Exercised Options Value:**\*   
**Base and All Options Value (Total Contract Value):**\*   
**Fee Paid for Use of Indefinite Delivery Vehicle:**

**Purchaser Information**

<b>Contracting Office Agency ID:</b> *	<input type="text" value="1434"/>	<b>Contracting Office Agency Name:</b>	<input type="text" value="US GEOLOGICAL SURVEY"/>
<b>Contracting Office ID:</b> *	<input type="text" value="140G01"/>	<b>Contracting Office Name:</b>	<input type="text" value="US GEOLOGICAL SURVEY"/>
<b>Funding Agency ID:</b> *	<input type="text" value="1434"/>	<b>Funding Agency Name:</b>	<input type="text" value="US GEOLOGICAL SURVEY"/>
<b>Funding Office ID:</b> *	<input type="text" value="140G01"/>	<b>Funding Office Name:</b>	<input type="text" value="US GEOLOGICAL SURVEY"/>
<b>Foreign Funding:</b> *	Not Applicable		

**Contractor Information**

**SAM Exception:** PLEASE SELECT SAM EXCEPTION BY CLICKING THE ELLIPSIS (...) BUTTON

<b>DUNS No.:</b> *	<input type="text" value="005436803"/>	<b>Street:</b>	<input type="text" value="633 CLARK ST"/>
<b>Vendor Name:</b>	<input type="text" value="NORTHWESTERN UNIVERSITY"/>	<b>Street2:</b>	<input type="text"/>
<b>DBAN:</b>	<input type="text"/>	<b>City:</b>	<input type="text" value="EVANSTON"/>
<b>Cage Code:</b>	<input type="text" value="01725"/>	<b>State:</b>	<input type="text" value="IL"/> <b>Zip:</b> <input type="text" value="602080001"/>
		<b>Country:</b>	<input type="text" value="UNITED STATES"/>
		<b>Phone:</b>	<input type="text" value="(847) 491-2749"/>
		<b>Fax No:</b>	<input type="text" value="(847) 491-4800"/>
		<b>Congressional District:</b>	<input type="text" value="ILLINOIS 09"/>

**Business Category**

**Organization Type:**   
**Number of Employees:**   
**State of Incorporation:**   
**Country of Incorporation:**   
**Annual Revenue:**

**Line Of Business**

- Educational Institution
- Relationship With Federal Government
- All Awards
- Organization Factors
- Non Profit Organization
- Educational Entities
- Private University or College

**Contract Data**

**Type of Contract:**\*   
**Inherently Governmental Functions:**   
**Multiyear Contract:**   
**Major Program:**   
**National Interest Action:**\*   
**Cost Or Pricing Data:**   
**Purchase Card Used As Payment Method:**\*   
**Un definitized Action:**\*   
**Performance Based Service Acquisition:**\*   
*\* FY 2004 and prior; 80% or more specified as performance requirement*  
*\* FY 2005 and later; 50% or more specified as performance requirement*  
**Contingency Humanitarian Peacekeeping Operation:**\*

**Contract Financing:**

Select One

**Cost Accounting Standards Clause:**

Select One

**Consolidated Contract:**

Not Consolidated

**Number Of Actions:**

1

**Legislative Mandates**

**Clinger-Cohen Act:**

No

**Labor Standards:**

Not Applicable

**Materials, Supplies, Articles, and Equip:**

Not Applicable

**Construction Wage Rate Requirements:**

Not Applicable

**Additional Reporting:**

Select One or More Options

Service Contract Inventory

None of the Above

**Interagency Contracting Authority:**

Not Applicable

**Other Interagency Contracting Statutory Authority:**

(1000 characters)

**Principal Place of Performance**

**Principal Place Of Performance Code:**

State Location Country

SD USA

**Principal Place Of Performance County Name:**

MINNEHAHA

**Principal Place Of Performance City Name:**

SIoux FALLS

**Congressional District Place Of Performance:**

00

**Place Of Performance Zip Code(+4):**

57198 - 0002

**Product Or Service Information**

**Product/Service Code:**

D316

Description: IT AND TELECOM- TELECOMMUNICATIONS NETV

**Principal NAICS Code:**

611310

Description: COLLEGES, UNIVERSITIES, AND PROFESSIONAL

**Bundled Contract:**

Not Bundled

**DOD Acquisition Program:**

**Country of Product or Service Origin:**

USA UNITED STATES

**Place of Manufacture:**

Not a manufactured end product

**Domestic or Foreign Entity:**

U.S. Owned Business

**Recovered**

No Clauses Included and No Sustainability Included

OMB Policy on Sustainable Acquisition

**Materials/Sustainability:**

**InfoTech Commercial Item Category:**

Select One

**Claimant Program Code:**

Description:

**Sea Transportation:**

Select One

**GFP Provided Under This Action:**

Transaction does not use GFP

**Use Of EPA Designated Products:**

Not Required

**Description Of Requirement:**

(4000 characters)

RACK SPACE RENTAL - Northwestern University

**Competition Information**

**Extent Competed For Referenced IDV:**

Not Competed under SAP

**Extent Competed:**

Simplified Acquisition

**Solicitation Procedures:**

No set aside used.

**IDV Type Of Set Aside:**

**Type Of Set Aside:**

This Action

**Type Of Set Aside Source:**

No Preference used

**Evaluated Preference:**

Select One

**SBIR/STTR:**

Select One

**Fair Opportunity/Limited Sources:**

SAP Non-Competition (FAR 13)

**Other Than Full And Open Competition:**

No

**Local Area Set Aside:**

Not Applicable

**FedBizOpps:**

No

**A76 Action:**

Commercial Item

**Commercial Item Acquisition Procedures:**

**IDV Number of Offers:**

1 Number of Offers Source: This Action

**Number Of Offers Received:**

**Small Business Competitiveness Demonstration Program:**

**Simplified Procedures for Certain Commercial Items:**

No

**Preference Programs / Other Data**

**Contracting Officer's Business Size Selection:**\*

**Subcontract Plan:**\*

**Price Evaluation Percent Difference:**

Other than Small Business

Plan Not Required

0 %



DETERMINATION OF PRICE REASONABLENESS MEMORANDUM

PURCHASE REQUEST OR PURCHASE ORDER NUMBER: **0040380371**

A. PRICE REASONABLENESS BASED ON (SELECT ONE OR MORE):

COMMERCIAL CATALOG/PUBLISHED PRICE LIST

ESTABLISHED MARKET PRICE

COMPARISON WITH PRIOR PURCHASE OF SAME OR SIMILAR ITEM

Award will be made under FAR 13 SA procedures and is found fair and reasonable per the historical data. It will be awarded to Northwestern University (NUI) which provides this rack space rental and support for USGS/EROS Equipment, NASA Equipment and other cooperators. This support is at a fraction of the price of Non-University Commercial Operators as was proven in the Market Research in FY 2015 (pricing came in at 1/7th of commercial pricing offered for the same type of service). Also, the same requirement was awarded last year for \$10,140.00 which is the same amount that was quoted this year.

VALUE ANALYSIS BY BUYER/USER/TECHNICAL PERSONNEL (INCL. REVIEW OF TECHNICAL DATA, EXAMINATION OF SAMPLE, ETC.)  
(SPECIFY):

OTHER (SET FORTH SPECIFIC REASON, E.G., VALID PURCHASE REQUEST ESTIMATE, MINIMUM ORDER QUANTITY, HIGH PRIORITY AND DELIVERY, SPECIAL PACKAGING/MAKING):

B. REASONS FOR SOLICITING ONLY ONE SOURCE

Northwestern University is the only source who can provide this unique requirement.

Signature of Buyer:

---

Michael Lepe, Contract Specialist



Lepe, Michael &lt;mlepe@usgs.gov&gt;

---

**Award of 140G0118P0244 - Rack Space Rental**

3 messages

**Lepe, Michael** <mlepe@usgs.gov>

Tue, May 15, 2018 at 10:52 AM

To: j-mambretti@northwestern.edu

Cc: Clinton Store &lt;cstore@usgs.gov&gt;, Tom Sohre &lt;tsohre@usgs.gov&gt;, g-villareal@northwestern.edu

Hello Joe,

This email serves as notification that Northwestern University has obtained US Geological Survey (USGS) Award 140G0118P0244 in the amount of \$10,140.00 for Rack Space Rental. Please see attached order for complete details.

**Please respond with receipt and acceptance of this award.**

If you have any questions, please let me know.

The POC assigned for this contract is:

Clinton Store  
USGS/EROS  
Mundt Federal Building  
Sioux Falls, SD 57198  
Phone#: (605) 594-2875  
E-mail: [cstore@usgs.gov](mailto:cstore@usgs.gov)

\*USGS Internal Reference: PR 0040380371

--

Michael Lepe  
USGS National Acquisition Branch  
Reston, VA, 20191  
(W) (703)-648-7312  
[Mlepe@usgs.gov](mailto:Mlepe@usgs.gov)

**D01 - Final Award - 140G0118P0244.pdf**

739K

---

**Gladys Hilariid Villareal** <g-villareal@northwestern.edu>

Tue, May 15, 2018 at 10:58 AM

To: "Lepe, Michael" &lt;mlepe@usgs.gov&gt;, Joe J Mambretti &lt;j-mambretti@northwestern.edu&gt;

Cc: Clinton Store &lt;cstore@usgs.gov&gt;, Tom Sohre &lt;tsohre@usgs.gov&gt;

Thanks Michael. Do I send the invoice to you?

Gladys

**From:** Lepe, Michael [<mailto:mlepe@usgs.gov>]**Sent:** Tuesday, May 15, 2018 9:52 AM

**To:** Joe J Mambretti  
**Cc:** Clinton Store; Tom Sohre; Gladys Hilarid Villareal  
**Subject:** Award of 140G0118P0244 - Rack Space Rental

[Quoted text hidden]

**Lepe, Michael** <mlepe@usgs.gov>

Tue, May 15, 2018 at 11:18 AM

To: Gladys Hilarid Villareal <g-villareal@northwestern.edu>

Cc: Joe J Mambretti <j-mambretti@northwestern.edu>, Clinton Store <cstore@usgs.gov>, Tom Sohre <tsohre@usgs.gov>

Hello Gladys

below is information about our DOI electronic invoicing method:

Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP)

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

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

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

Send a copy of the final invoice.

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

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

[Quoted text hidden]

Marinos, S. Litsa <[smarinos@usgs.gov](mailto:smarinos@usgs.gov)>

---

**Fwd: NUIT (Starlight Rack Space)**

1 message

---

**Lepe, Michael** <[mlepe@usgs.gov](mailto:mlepe@usgs.gov)>  
To: "S. Litsa Marinos" <[smarinos@usgs.gov](mailto:smarinos@usgs.gov)>

Mon, Sep 17, 2018 at 11:05 AM

----- Forwarded message -----

**From: Sohre, Tom** <[tsohre@usgs.gov](mailto:tsohre@usgs.gov)>  
**Date:** Mon, May 7, 2018 at 9:12 AM  
**Subject:** Fwd: NUIT (Starlight Rack Space)  
**To:** "Lepe, Michael" <[mlepe@usgs.gov](mailto:mlepe@usgs.gov)>

Did you get everything for this procurement that you needed? Clinton is on military leave so I wanted to check if he got you the signed J&A (or anything else you require) before he left.

--Tom

-----  
Tom Sohre, PMP, FAC-P/PM  
Center IT Team (CITT) Manager  
USGS/EROS  
47914 252nd Street  
Sioux Falls, SD 57198  
605-594-2886 (office), 605-310-1179 (cell)  
[tsohre@usgs.gov](mailto:tsohre@usgs.gov)

NOTICE: This email may contain confidential, proprietary, or competition sensitive bid or proposal procurement information. Unauthorized disclosure of this information may carry criminal penalties as set forth in the Procurement Integrity Act, 41 U.S.C. 423, as amended. Further, the unauthorized disclosure of certain commercial information by civil servants may result in fines or imprisonment under the Trade Secrets Act (18 U.S.C. 1905). If you have received this information in error, please delete it, including all copies, and notify the sender of the error immediately.

----- Forwarded message -----

**From: Store, Clinton** <[cstore@usgs.gov](mailto:cstore@usgs.gov)>  
**Date:** Tue, May 1, 2018 at 3:44 PM  
**Subject:** NUIT (Starlight Rack Space)  
**To:** Tom Sohre <[tsohre@usgs.gov](mailto:tsohre@usgs.gov)>

Attached is the updated J&A. Micheal Lepe has approved it. Please resign and forward to me.

Thank you.



Clinton M. Store, CISSP  
EROS CITT Network Manager  
Earth Resources Observation and Science Center (EROS)  
Email: [cstore@usgs.gov](mailto:cstore@usgs.gov); Web: <https://eros.usgs.gov>  
Office: (605) 594-2875

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--

Michael Lepe  
USGS National Acquisition Branch  
Reston, VA, 20191  
(W) (703)-648-7312  
[Mlepe@usgs.gov](mailto:Mlepe@usgs.gov)



**A17 - J&A.docx**  
29K

**STATEMENT OF NEED**  
**FY18 Annual Northwestern University IT (NUIT) Rackspace Rental**  
**Req# DOB037**

**STATEMENT OF REQUIREMENT/NEED**

The U.S. Geological Survey (USGS), Earth Resources Observation and Science (EROS) Center, Sioux Falls, SD, has a requirement for the payment of annual rack space rental (and minor hands on support) for the EROS equipment located at the NUIT facility in Chicago.

The USGS EROS Center IT Team (CITT), Network Services Team has a Cisco router located at the NUIT facility in Chicago, IL. The NUIT facility hosts the StarLight facility which is an NSF and university-supported carrier-neutral co-location and exchange facility located on Northwestern University's downtown Chicago campus. It serves numerous metropolitan, national and international advanced optical networking infrastructure initiatives converging in Chicago. The presence of the EROS router at the NUIT/StarLight facilitates EROS high speed connections to a number of other networks including but not limited to Internet2, MREN (Metropolitan Research and Education Network), DREN (Defense Research and Education Network), Google and NISN (NASA Integrated Services Network). These interconnections in turn allow EROS and our customers and partners to exchange significant amounts of data in an efficient manner. For instance, this connection provides the primary path for ingest of Moderate Resolution Imaging Spectroradiometer (MODIS), Sentinel-2 and Landsat data, as well as the primary distribution for much of the EROS data.

This procurement accounts for the annual rental of rack space at NUIT in which the Cisco router is located. The rental also provides for a minimal amount of hands on support at NUIT, nominally for cabling needs or perhaps a hard reset of the router should that ever be needed.

**FUNCTIONAL and TECHNICAL SPECIFICATIONS**

This contract for rack space rental and support will be for the period of May 1, 2018 to April 30, 2019.

Qty	U/M	Part Number	Description
1	Year		Annual rack space rental (with minor hands on support) at the NUIT facility in Chicago. PoP: 5/1/2018 to 4/30/2019

**Requirements**

EROS's requirements for the rack space rental and support can be thought of as three separate tasks. These tasks are: 1) rental of rack space in a rack that is physically located in a place that provides cable

access to the StarLight Juniper EX9208 switch (which facilitates connections to the other networks), 2) continued connections to the Juniper EX9208 switch, and 3) minor hands on support as needed.

1. Rack space rental

Rental of the rack space includes location of the Cisco router in a rack convenient for connections to the Juniper EX9208 switch and any other connections EROS may need. Rental also comes with the expectation that the NUIT facility is maintained as a class A or better computer room including stringent physical access restrictions.

2. Continued connections to the Juniper EX9208 switch and other switches as required.

Rental payment includes an expectation that existing network connections will be maintained in good order.

3. Minor hands on support as needed

Rental payment includes minor hands on support by NUIT/Starlight facilities staff. Such support could include, but is not limited to: new cabling connections or cabling troubleshooting and repair; hard reset or other corrective actions to assist in remedying failures; support for routing modifications that might be required on non-EROS equipment to support EROS routing changes.

**TECHNICAL CONTACT**

Clinton Store  
USGS/EROS  
Mundt Federal Building  
Sioux Falls, SD 57198  
Phone#: (605) 594-2875  
E-mail: [cstore@usgs.gov](mailto:cstore@usgs.gov)

**VENDOR**

Northwestern University  
POC: Gladys Villareal  
Phone#: 847-491-4052  
E-mail: [g-villareal@northwestern.edu](mailto:g-villareal@northwestern.edu)

---

Tom Sohre  
Supervisor, Center IT Team

---

Date

## INSTRUCTIONS

1. The naming conventions shall be used for the DESCRIPTION field in SAP or the TITLE field in PRISM when uploading documents to e-

### FILE INFORMATION

<b>PR Number:</b>	0040380371	<b>Contract Number:</b>	140G0118P0244
<b>Solicitation Number:</b>	76929	<b>Contract Type</b>	Firm Fixed Price
<b>Description:</b>	Rack Space Rental	<b>Contract Value</b>	\$10,140.00
<b>Contractor:</b>	Northernwstern University	<b>Contract Specialist:</b>	Michael Lepe
<b>Contractor POC:</b>	Joe Mambretti	<b>Email</b>	<a href="mailto:mlepe@usgs.gov">mlepe@usgs.gov</a>
<b>Phone:</b>	800-776-7978	<b>Phone:</b>	703-648-7312
<b>Email:</b>	<a href="mailto:edda.margeson@cynergy.pro">edda.margeson@cynergy.pro</a>	<b>COR:</b>	Clinton Store
<b>Checklist Type:</b>	New Purchase	<b>Contracting Officer:</b>	Karen Phillips
<b>Buyer Notes:</b>			

### NAMING IDENTIFIER & CHECKLIST

IDENTIFIER	<b>L--CHECKLIST</b>	In File?
<b>L01</b>	Contract File Checklist	X
IDENTIFIER	<b>A--ACQUISITION PLANNING</b>	In File?
<b>A01</b>	Purchase Request (PR)	X
<b>A02</b>	Independent Government Cost Estimate (IGE)	
<b>A03</b>	RESERVED	
<b>A04</b>	Statement of Work (SOW)	
<b>A05</b>	Performance Work Statement (PWS)	
<b>A06</b>	Drawings/Specifications	X
<b>A07</b>	RESERVED	
<b>A08</b>	508 Compliance Documentation (508)	X

<b>A09</b>	Special Approvals or Authorization	
<b>A10</b>	Vendor List	
<b>A11</b>	Lease versus Buy	
<b>A12</b>	DI-1886, Acquisition Screening and Review (DI-1886)	
<b>A13</b>	Small Business Set-Aside & 8(a) Correspondence	
<b>A14</b>	Market Research	
<b>A15</b>	Brand Name or Equal Justification	
<b>A16</b>	Justification for Other than Full and Open Competition (JFOC)	
<b>A17</b>	Justification & Authorization (J&A)	
<b>A18</b>	Determination & Findings (D&F)	
<b>A19</b>	Buy American Act Exceptions	
<b>A20</b>	Individual Acquisition Plan / Milestones	
<b>A21</b>	Miscellaneous Correspondence (MISC)	X
<b>A22</b>	Bureau Specific Requirement (BSR)	
<b>A23</b>	RESERVED	
<b>IDENTIFIER</b>	<b>B--SOLICITATION</b>	<b>In File?</b>
<b>B01</b>	Synopsis of Proposed Contract Action	
<b>B02</b>	Liquidated Damages Data	
<b>B03</b>	DOL Wage Determination	
<b>B04</b>	Source Selection Plan / Technical Evaluation Criteria	
<b>B05</b>	Pre-Solicitation Internal Review	X
<b>B06</b>	Pre-Solicitation Solicitor Review	
<b>B07</b>	Acquisition-Procurement Advisory Committee Review	
<b>B08</b>	Solicitation	X
<b>B09</b>	Solicitation Amendments	
<b>B10</b>	Pre-award FedBizOpps posting	
<b>B11</b>	Pre-Bid Proposal Conference / Site Visits	
<b>B12</b>	Miscellaneous Correspondence (MISC)	
<b>B13</b>	Bureau Specific Requirement	
<b>B14</b>	RESERVED	

B15	RESERVED	
IDENTIFIER	C--AWARD DECISION	In File?
C00	RESERVED	
C01	Abstract of Bids/Proposals	
C02	No Bid / Proposal Correspondence	
C03	Late / Rejected Bids / Proposals	
C04	Unsuccessful Bids / Proposals	
C05	Mistakes in Bids / Proposals	
C06	Successful Bid / Proposal	X
C07	Verification of Bids/ Proposals	
C08	Report of Pre-Award Survey	
C09	Protest Prior to Award	
C10	Technical Evaluation Panel Appointment	
C11	Nondisclosure Statements	
C12	Instructions to technical evaluation committee/reviewers	
C13	Technical evaluation sheets / notes from reviewers	X
C14	Summary of technical panel /evaluation results	
C15	Final Technical Panel Evaluation Report	
C16	Results of PPIRS review	
C17	Determination of Competitive Range	
C18	Record of negotiations or price reduction requests	
C19	Record of Oral Presentations	
C20	Discussion / Clarification Records	
C21	Request for Final Proposal Revisions	
C22	Pricing & Audit Reports	
C23	Certification of Cost and Pricing Data	
C24	Pre-Negotiation Objective Memorandum (POM)	
C25	Source Selection Decision Documentation	
C26	Determination of Responsibility	
C27	Federal Awardee Performance and Integrity Information System (FAPIIS)	

C28	SAM Exclusions	
C29	Representations and Certifications (with date)	X
C30	Contractor certifications from section K of the solicitation	
C31	SBA Certification of Competency	
C32	RESERVED	
C33	Subcontracting Plan Review/Approval	
C34	Pre-Award Internal Review	X
C35	Pre-Award Solicitor Review	
C36	Acquisition-Procurement Advisory Committee Review	
C37	System for Award Management Contractor Registration	X
C38	Synopsis of Award	
C39	GSA eBuy Notice	
C40	FPDS-NG Report (FPDS)	X
C41	EEO Clearance (>\$10M (exluding construction))	
C42	Congressional Notification (>13.5M)	
C43	Notice to unsuccessful offerors, Pre-award Notice	
C44	Notifications of exclusion from the competitive range	
C45	Notifications related to two-step down selection	
C46	Record of Debriefings	
C47	Tech Eval Report / Short List Interviews	
C48	Short List Letter for Interviews	
C49	Record of SF 330s/AE Qualifications (SF 330)	
C50	Tech Evaluation Report – Short List (Tech Eval Report-Short)	
C51	Unsuccessful Offeror Letters	
C52	RESERVED	
C53	RESERVED	
C54	Bureau Specific Requirement	
C55	Miscellaneous Correspondence (MISC)	
<b>IDENTIFIER</b>	<b>D--AWARD</b>	<b>In File?</b>
D01	Final Award (All pages of the final contract/purchase order i/a/w 15.204-1)	X

Attachments - Attachments uploaded to Prism will automatically be uploaded to SAP		
IDENTIFIER	<b>E--POST-AWARD DOCUMENTATION (CONTRACT ADMINISTRATION)</b>	In File?
E01	Protest / Mistake After Award	
E02	COR Appointment Letter	
E03	Award Letter / Contract Receipt / Notice to Proceed	
E04	Approved Subcontracting Plan	
E05	List of Sub-Contractors (SF 1413)	
E06	Pre-Design Conference Minutes	
E07	Minutes of Contract Progress Meetings	
E08	Value Engineering Change Proposals	
E09	Pre-Performance / Post-Award Conference Minutes	
E10	Payment / Performance / Other Bonds	
E11	Insurance Certification	
E12	Security/Background Check Documentation	
E13	Quality Assurance Records	
E14	Contract Progress / Performance (Reports/Meetings)	
E15	Deliverables	
E16	Inventory of Government Furnished Equipment	
E17	Subcontracting Reports (SF 294/295)	
E18	Assignment of Claims	
E19	Labor Violations	
E20	Disputes / Claims	
E21	Inspection of Supplies / Services	
E22	Show Cause Notice	
E23	Cure Notice	
E24	Termination for Default	
E25	Termination for Convenience	
E26	Termination for Cause	



<b>E27</b>	Stop Work Order or Suspension of Work
<b>E28</b>	Resume Work Letter
<b>E29</b>	Liquidated Damages Assessment
<b>E30</b>	Site Visit Documentation
<b>E31</b>	Warranty Documentation
<b>E32</b>	Submittal Log
<b>E33</b>	Progress Schedule / Progress Reports
<b>E34</b>	Labor Investigation Correspondence
<b>E35</b>	Payroll Documentation
<b>E36</b>	Drawings/Specifications
<b>E37</b>	RESERVED
<b>E38</b>	Novation Agreement / Name Change
<b>E39</b>	Letter of Substantial Completion
<b>E40</b>	Letter of Final Acceptance / Completion
<b>E41</b>	RESERVED
<b>E42</b>	RESERVED
<b>E43</b>	Contractor Performance Assessment Reporting System (CPARS)
<b>E44</b>	Past Performance Information Retrieval System (PPIRS)
<b>E45</b>	Option Renewal Letters / Documentation
<b>E46</b>	Claims / Equitable Adjustments
<b>E47</b>	Release of Bonds
<b>E48</b>	Release of Claims
<b>E49</b>	Warranty Letter
<b>E50</b>	Contract Completion Report / Contract Completion Certificate
<b>E51</b>	COR Records
<b>E52</b>	Miscellaneous Correspondence (MISC)
<b>E53</b>	Bureau Specific Requirement

**E53**

RESERVED

**E54**

RESERVED

Marinos, S. Litsa <[smarinos@usgs.gov](mailto:smarinos@usgs.gov)>

---

**Fwd: PR 0040380371 - Rack Space Rental**

1 message

---

**Lepe, Michael** <[mlepe@usgs.gov](mailto:mlepe@usgs.gov)>  
To: "S. Litsa Marinos" <[smarinos@usgs.gov](mailto:smarinos@usgs.gov)>

Tue, Sep 18, 2018 at 11:43 AM

----- Forwarded message -----

From: **Lepe, Michael** <[mlepe@usgs.gov](mailto:mlepe@usgs.gov)>  
Date: Fri, May 4, 2018 at 10:41 AM  
Subject: Re: PR 0040380371 - Rack Space Rental  
To: "Store, Clinton" <[cstore@usgs.gov](mailto:cstore@usgs.gov)>, "Baker (CTR), Randi" <[randi.baker.ctr@usgs.gov](mailto:randi.baker.ctr@usgs.gov)>

Hello Clinton,

Please see quote from Northwestern University and let me know if they are technical acceptable.

Thanks.

On Wed, May 2, 2018 at 1:22 PM, Sohre, Tom <[tsohre@usgs.gov](mailto:tsohre@usgs.gov)> wrote:

Here's the signed version of the J&A  
--Tom

-----  
Tom Sohre, PMP, FAC-P/PM  
Center IT Team (CITT) Manager  
USGS/EROS  
47914 252nd Street  
Sioux Falls, SD 57198  
605-594-2886 (office), 605-310-1179 (cell)  
[tsohre@usgs.gov](mailto:tsohre@usgs.gov)

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On Wed, May 2, 2018 at 9:20 AM, Lepe, Michael <[mlepe@usgs.gov](mailto:mlepe@usgs.gov)> wrote:  
No problem, just let me know when the J&A is signed so I can process the award.

Thanks

On Tue, May 1, 2018 at 4:42 PM, Store, Clinton <[cstore@usgs.gov](mailto:cstore@usgs.gov)> wrote:

Great, thanks for your help!

Clinton M. Store, CISSP  
EROS CITT Network Manager  
Earth Resources Observation and Science Center (EROS)  
Email: [cstore@usgs.gov](mailto:cstore@usgs.gov); Web: <https://eros.usgs.gov>  
Office: (605) 594-2875

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On Tue, May 1, 2018 at 12:49 PM, Lepe, Michael <[mlepe@usgs.gov](mailto:mlepe@usgs.gov)> wrote:

J&A approved.

Please sign and return the attached J&A.

Thanks

On Tue, May 1, 2018 at 10:04 AM, Lepe, Michael <[mlepe@usgs.gov](mailto:mlepe@usgs.gov)> wrote:

Let me see if it will be approved first

Thanks

On Tue, May 1, 2018 at 9:22 AM, Store, Clinton <[cstore@usgs.gov](mailto:cstore@usgs.gov)> wrote:

Attached. Do you need it re-signed?

Clinton M. Store, CISSP  
EROS CITT Network Manager  
Earth Resources Observation and Science Center (EROS)

Email: [cstore@usgs.gov](mailto:cstore@usgs.gov); Web: <https://eros.usgs.gov>  
Office: (605) 594-2875

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On Tue, May 1, 2018 at 8:14 AM, Lepe, Michael <[mlepe@usgs.gov](mailto:mlepe@usgs.gov)> wrote:

Hey Clinton,

Just following up on the J&A.

Thanks.

On Thu, Apr 26, 2018 at 11:45 AM, Store, Clinton <[cstore@usgs.gov](mailto:cstore@usgs.gov)> wrote:

Hi. Let me check quick, this should be done.

Thanks.

Clinton M. Store, CISSP  
EROS CITT Network Manager  
Earth Resources Observation and Science Center (EROS)  
Email: [cstore@usgs.gov](mailto:cstore@usgs.gov); Web: <https://eros.usgs.gov>  
Office: (605) 594-2875

**"Communicate, Coordinate, & remain Calm"**

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On Thu, Apr 26, 2018 at 9:39 AM, Lepe, Michael <[mlepe@usgs.gov](mailto:mlepe@usgs.gov)> wrote:

Hey Clinton,

Any luck on the J&A?

Thanks

On Fri, Apr 20, 2018 at 3:04 PM, Store, Clinton <[cstore@usgs.gov](mailto:cstore@usgs.gov)> wrote:

Thanks so much!

Clinton M. Store, CISSP  
EROS CITT Network Manager  
Earth Resources Observation and Science Center (EROS)  
Email: [cstore@usgs.gov](mailto:cstore@usgs.gov); Web: <https://eros.usgs.gov>  
Office: (605) 594-2875

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On Fri, Apr 20, 2018 at 1:59 PM, Lepe, Michael <[mlepe@usgs.gov](mailto:mlepe@usgs.gov)> wrote:

Hey Clinton,

A J&A is still needed regardless if it is a new purchase or repurchase. I found a J&A used in 2015 with a similar requirement. This might help with the section 6. Carolyn might have the J&A for one more recent.

Thanks

On Fri, Apr 20, 2018 at 2:42 PM, Store, Clinton <[cstore@usgs.gov](mailto:cstore@usgs.gov)> wrote:

Hi again Mike.

I will talk to Carolyn about it but I think there also might be confusion about this as it isn't a procurement for something new. It is essentially paying the bill for usage of their facility. I guess I don't understand why a J&A sole source is needed to pay a bill for services provided.

Thanks again for your help.

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On Fri, Apr 20, 2018 at 12:52 PM, Lepe, Michael <[mlepe@usgs.gov](mailto:mlepe@usgs.gov)> wrote:

Hey Clinton,

The J&A has been disapproved because of the reasoning in Section 6 is not valid. We cannot sole source to a vendor based on where they are located. I believe we need to remove the language about location and refocus our attention to why the requirement is proprietary in nature and why no other product or service will work with the existing equipment. Please contact Karen Phillips at [kphillips@usgs.gov](mailto:kphillips@usgs.gov) if you need a further clarification on her comments.

Thanks.

On Fri, Apr 20, 2018 at 11:13 AM, Store, Clinton <[cstore@usgs.gov](mailto:cstore@usgs.gov)> wrote:

Hi Michael.

Are you needing any additional documentation with this request? Below is a quick summary of what this PR entails.

This maintenance is to support EROS - USGS networking equipment (router) that is physically located in a rack in the Starlight (NUIT) facility in Chicago, IL. This facility is one a couple located in the US that provides physical high speed (10-100 Gbps+) links to other organizations via Internet2. We are renting space in a single computer rack which houses our router and connections. This maintenance is needed to continue high speed data connectivity for the various projects at EROS.

Please let me know if you require additional information. Thank you.

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On Wed, Apr 18, 2018 at 9:13 AM, Baker (CTR), Randi <[randi.baker.ctr@usgs.gov](mailto:randi.baker.ctr@usgs.gov)> wrote:

Could you help me with the request? They are wanting more detail of why we have to go with who we are going with.

I will be honest and say I don't understand it.

Sorry and thank you,  
Randi

----- Forwarded message -----

From: **Lepe, Michael** <[mlepe@usgs.gov](mailto:mlepe@usgs.gov)>  
Date: Wed, Apr 18, 2018 at 9:08 AM  
Subject: Re: PR 0040380371 - Rack Space Rental  
To: "Baker (CTR), Randi" <[randi.baker.ctr@usgs.gov](mailto:randi.baker.ctr@usgs.gov)>  
Cc: "Store, Clinton" <[cstore@usgs.gov](mailto:cstore@usgs.gov)>, "ITSOps, GS-N-EDC" <[itsops@usgs.gov](mailto:itsops@usgs.gov)>

Hello Randi,

Please see attached J&A for comments. Once edits are made, please route back.

Thank you.

On Mon, Apr 16, 2018 at 10:14 AM, Baker (CTR), Randi <[randi.baker.ctr@usgs.gov](mailto:randi.baker.ctr@usgs.gov)> wrote:

Happy Monday!

I hope all finds you both well. I have attached the Statement of Need and the J&A for you. Michael, could you attach weather that doesn't include snow in the forecast back? :)

Hope you all have a fantastic day and please let me know if there is anything else I can help you with.

Thank you,



Randi Baker

On Mon, Apr 16, 2018 at 8:46 AM, Store, Clinton <[cstore@usgs.gov](mailto:cstore@usgs.gov)> wrote:

Good morning Randi.

First, thanks for the quick paperwork last week.

Referencing the forwarded email for the rack space PR (Chicago Starlight). Do you have the J&A and SOW for this one? If so please forward to myself and Mr. Lepe.

Thank you.

Clinton M. Store, CISSP  
EROS CITT Network Manager  
Earth Resources Observation and Science Center (EROS)  
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----- Forwarded message -----

From: **Lepe, Michael** <[mlepe@usgs.gov](mailto:mlepe@usgs.gov)>  
Date: Fri, Apr 13, 2018 at 4:41 PM  
Subject: Re: PR 0040380371 - Rack Space Rental  
To: Clinton Store <[cstore@usgs.gov](mailto:cstore@usgs.gov)>  
Cc: Matthew Nelson <[mnelson@usgs.gov](mailto:mnelson@usgs.gov)>, Tom Sohre <[tsohre@usgs.gov](mailto:tsohre@usgs.gov)>

Hello,

Please provide me with a word copy of the J&A and SOW.

Thank you.

On Wed, Apr 11, 2018 at 5:05 PM, Lepe, Michael <[mlepe@usgs.gov](mailto:mlepe@usgs.gov)> wrote:

Hello,

May I have a word copy of the J&A and SOW?

Thank you.

On Tue, Apr 3, 2018 at 10:46 AM, Lepe, Michael <[mlepe@usgs.gov](mailto:mlepe@usgs.gov)> wrote:

Hey Nelson,

I've been re-assigned PR 0040380371 for processing. I am conducting a review of the supporting documents and I will begin assembling the acquisition package. I will inform you if we are missing any documents/information for this procurement. I will keep in touch with you as I assemble the acquisition package and feel free to contact me with any concern.

Thank you.

--  
Michael Lepe  
USGS National Acquisition Branch  
Reston, VA, 20191  
(W) (703)-648-7312  
[Mlepe@usgs.gov](mailto:Mlepe@usgs.gov)

--  
Michael Lepe  
USGS National Acquisition Branch  
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(W) (703)-648-7312  
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--

Randi F. Baker  
Procurement Specialist

Stinger Ghaffarian Technologies (SGT, Inc.)  
Contractor to the U.S. Geological Survey (USGS)  
Earth Resources Observation and Science (EROS) Center  
47914 252nd Street  
Sioux Falls, SD 57198

Office: (605) 594-2543  
Email: [randi.baker.ctr@usgs.gov](mailto:randi.baker.ctr@usgs.gov)

--

Michael Lepe  
USGS National Acquisition Branch  
Reston, VA, 20191  
(W) (703)-648-7312  
[Mlepe@usgs.gov](mailto:Mlepe@usgs.gov)

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Michael Lepe  
USGS National Acquisition Branch  
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(W) (703)-648-7312

9/18/2018

DEPARTMENT OF THE INTERIOR Mail - Fwd: PR 0040380371 - Rack Space Rental

[Mlepe@usgs.gov](mailto:Mlepe@usgs.gov)

--  
Michael Lepe  
USGS National Acquisition Branch  
Reston, VA, 20191  
(W) (703)-648-7312  
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---

 **Quote - Northwestern University.pdf**  
311K

## Procurement Summary

04/03/2018 – This requisition was submitted requesting Renewal of NUIT Rack Space at Northwestern University for USGS/EROS servers. Introduction email sent to Program Office to confirm receipt of PR.

04/13/2018 – CS requested J&A from Program Office

04/16/2018- J&A sent to Program office with comments/edits

04/26/2018 – CS sent email to program office to inquire about status of J&A

05/02/2018 – J&A signed and executed.

05/02/2018 – RFQ sent to Northwestern University via email with a closing date of April 04, 2018.

05/04/2018 – RFQ closed and received a quote in the amount of \$10,140.00. Quote sent to Program Office for tech eval

05/10/2018 – Tech eval completed.

05/11/2018 - Purchase Order 140G0118P0244 processed and sent to Supervisor for Review/Approval.

Northwestern University does not offer GSA pricing, however, CS considers pricing to be fair and reasonable per comparison to a substantially similar item and historical prices. This support is at a fraction of the price of Non-University Commercial Operators as was proven in the Market Research in FY 2015 (pricing came in at 1/7th of commercial pricing offered for the same type of service). Also, the same requirement was awarded last year (2017) for \$10,140.00 which is the exact price that was quoted this year.

X \_\_\_\_\_  
Contract Specialist



Lepe, Michael &lt;mlepe@usgs.gov&gt;

---

**PR 0040380371 - Rack Space Rental**

23 messages

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**Lepe, Michael** <mlepe@usgs.gov>  
To: Matthew Nelson <mnelson@usgs.gov>  
Cc: Bruce Vander Wilt <bvanderwilt@usgs.gov>

Tue, Apr 3, 2018 at 10:46 AM

Hey Nelson,

I've been re-assigned PR 0040380371 for processing. I am conducting a review of the supporting documents and I will begin assembling the acquisition package. I will inform you if we are missing any documents/information for this procurement. I will keep in touch with you as I assemble the acquisition package and feel free to contact me with any concern.

Thank you.

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Michael Lepe  
USGS National Acquisition Branch  
Reston, VA, 20191  
(W) (703)-648-7312  
[Mlepe@usgs.gov](mailto:Mlepe@usgs.gov)

---

**Lepe, Michael** <mlepe@usgs.gov>  
To: Matthew Nelson <mnelson@usgs.gov>, Clinton Store <cstore@usgs.gov>

Wed, Apr 11, 2018 at 5:05 PM

Hello,

May I have a word copy of the J&A and SOW?

Thank you.

[Quoted text hidden]

---

**Lepe, Michael** <mlepe@usgs.gov>  
To: Clinton Store <cstore@usgs.gov>  
Cc: Matthew Nelson <mnelson@usgs.gov>, Tom Sohre <tsohre@usgs.gov>

Fri, Apr 13, 2018 at 5:41 PM

Hello,

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Thank you.

[Quoted text hidden]

---

**Baker (CTR), Randi** <randi.baker.ctr@usgs.gov>  
To: "Store, Clinton" <cstore@usgs.gov>, Michael Lepe <mlepe@usgs.gov>  
Cc: "ITSOps, GS-N-EDC" <itsops@usgs.gov>

Mon, Apr 16, 2018 at 10:14 AM

Happy Monday!

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Thank you,  
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Randi F. Baker  
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---

## 2 attachments

 **FY18 NUIT Rack Space Rental - SON.doc**  
62K

 **fY18 Nuit Rack Space Rental \_JA.docx**  
27K



**Lepe, Michael** <mlepe@usgs.gov>

Wed, Apr 18, 2018 at 10:08 AM

To: "Baker (CTR), Randi" <randi.baker.ctr@usgs.gov>

Cc: "Store, Clinton" <cstore@usgs.gov>, "ITSOps, GS-N-EDC" <itsops@usgs.gov>

Hello Randi,


Please see attached J&A for comments. Once edits are made, please route back.

Thank you.

[Quoted text hidden]



---

 **A17 - J&A.docx**  
31K

---

**Store, Clinton** <cstore@usgs.gov>

Fri, Apr 20, 2018 at 11:13 AM

To: "Lepe, Michael" <mlepe@usgs.gov>

Cc: "Baker (CTR), Randi" <randi.baker.ctr@usgs.gov>

Hi Michael.

Are you needing any additional documentation with this request? Below is a quick summary of what this PR entails.

This maintenance is to support EROS - USGS networking equipment (router) that is physically located in a rack in the Starlight (NUIT) facility in Chicago, IL. This facility is one a couple located in the US that provides physical high speed (10-100 Gbps+) links to other organizations via Internet2. We are renting space in a single computer rack which houses our router and connections. This maintenance is needed to continue high speed data connectivity for the various projects at EROS.

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Could you help me with the request? They are wanting more detail of why we have to go with who we are going with.

I will be honest and say I don't understand it.

Sorry and thank you,  
Randi

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From: **Lepe, Michael** <[mlepe@usgs.gov](mailto:mlepe@usgs.gov)>

Date: Wed, Apr 18, 2018 at 9:08 AM  
Subject: Re: PR 0040380371 - Rack Space Rental

[Quoted text hidden]

[Quoted text hidden]

---

**Lepe, Michael** <mlepe@usgs.gov>  
To: "Store, Clinton" <cstore@usgs.gov>  
Cc: "Baker (CTR), Randi" <randi.baker.ctr@usgs.gov>

Fri, Apr 20, 2018 at 1:52 PM

Hey Clinton,

The J&A has been disapproved because of the reasoning in Section 6 is not valid. We cannot sole source to a vendor based on where they are located. I believe we need to remove the language about location and refocus our attention to why the requirement is proprietary in nature and why no other product or service will work with the existing equipment. Please contact Karen Phillips at [kphillips@usgs.gov](mailto:kphillips@usgs.gov) if you need a further clarification on her comments.

Thanks.

[Quoted text hidden]

---

**Store, Clinton** <cstore@usgs.gov>  
To: "Lepe, Michael" <mlepe@usgs.gov>  
Cc: "Baker (CTR), Randi" <randi.baker.ctr@usgs.gov>

Fri, Apr 20, 2018 at 2:16 PM

Hi Mike.

I will gather more technical information as to the nature or networking and our connection to Internet 2.

I'm a little confused on what we need to justify? We are renewing support for utilizing the NUIT datacenter that hosts our equipment. The only other option would be to move the equipment to another datacenter, which even if possible, would entail a very significant cost and put various missions at immediate risk due to loss of service for transition time.

I appreciate your help with getting the documentation fixed.

Clinton M. Store, CISSP  
EROS CITT Network Manager  
Earth Resources Observation and Science Center (EROS)  
Email: [cstore@usgs.gov](mailto:cstore@usgs.gov); Web: <https://eros.usgs.gov>  
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[Quoted text hidden]

---

**Store, Clinton** <cstore@usgs.gov>  
To: "Lepe, Michael" <mlepe@usgs.gov>

Fri, Apr 20, 2018 at 2:42 PM

Hi again Mike.

I will talk to Carolyn about it but I think there also might be confusion about this as it isn't a procurement for something new. It is essentially paying the bill for usage of their facility. I guess I don't understand why a J&A sole source is needed to pay a bill for services provided.

Thanks again for your help.

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[Quoted text hidden]

---

**Lepe, Michael** <mlepe@usgs.gov>  
To: "Store, Clinton" <cstore@usgs.gov>

Fri, Apr 20, 2018 at 2:59 PM

Hey Clinton,

A J&A is still needed regardless if it is a new purchase or repurchase. I found a J&A used in 2015 with a similar requirement. This might help with the section 6. Carolyn might have the J&A for one more recent.

Thanks

[Quoted text hidden]



**Sample - G15PS00369 J&A.pdf**

1639K

---

**Store, Clinton** <cstore@usgs.gov>  
To: "Lepe, Michael" <mlepe@usgs.gov>

Fri, Apr 20, 2018 at 3:04 PM

Thanks so much!

Clinton M. Store, CISSP  
EROS CITT Network Manager  
Earth Resources Observation and Science Center (EROS)  
Email: [cstore@usgs.gov](mailto:cstore@usgs.gov); Web: <https://eros.usgs.gov>  
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[Quoted text hidden]

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**Lepe, Michael** <mlepe@usgs.gov>  
To: "Store, Clinton" <cstore@usgs.gov>

Thu, Apr 26, 2018 at 10:39 AM

Hey Clinton,

Any luck on the J&A?

Thanks

[Quoted text hidden]

---

**Store, Clinton** <cstore@usgs.gov>  
To: "Lepe, Michael" <mlepe@usgs.gov>

Thu, Apr 26, 2018 at 11:45 AM

Hi. Let me check quick, this should be done.

Thanks.

Clinton M. Store, CISSP  
EROS CITT Network Manager  
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Email: [cstore@usgs.gov](mailto:cstore@usgs.gov); Web: <https://eros.usgs.gov>  
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[Quoted text hidden]

---

**Lepe, Michael** <mlepe@usgs.gov>  
To: Terrence Watkins <twatkins@usgs.gov>

Fri, Apr 27, 2018 at 10:44 AM

----- Forwarded message -----

From: **Lepe, Michael** <mlepe@usgs.gov>

[Quoted text hidden]

[Quoted text hidden]

---

**Lepe, Michael** <mlepe@usgs.gov>  
To: "Store, Clinton" <cstore@usgs.gov>  
Cc: "Randi Baker (CTR)" <randi.baker.ctr@usgs.gov>

Tue, May 1, 2018 at 9:14 AM

Hey Clinton,

Just following up on the J&A.

Thanks.

[Quoted text hidden]

---

**Store, Clinton** <cstore@usgs.gov>  
To: "Lepe, Michael" <mlepe@usgs.gov>

Tue, May 1, 2018 at 9:22 AM

Attached. Do you need it re-signed?

Clinton M. Store, CISSP  
EROS CITT Network Manager  
Earth Resources Observation and Science Center (EROS)  
Email: [cstore@usgs.gov](mailto:cstore@usgs.gov); Web: <https://eros.usgs.gov>  
Office: (605) 594-2875

**"Communicate, Coordinate, & remain Calm"**

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[Quoted text hidden]



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**A17 - J&A (1).docx**  
28K



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**Lepe, Michael** <mlepe@usgs.gov>  
To: "Store, Clinton" <cstore@usgs.gov>

Tue, May 1, 2018 at 10:04 AM

Let me see if it will be approved first

Thanks

[Quoted text hidden]

---

**Lepe, Michael** <mlepe@usgs.gov>  
To: "Store, Clinton" <cstore@usgs.gov>

Tue, May 1, 2018 at 1:49 PM


J&A approved.

Please sign and return the attached J&A.

Thanks

[Quoted text hidden]

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 **A17 - J&A.docx**  
29K

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**Lepe, Michael** <mlepe@usgs.gov>  
To: Tom Sohre <tsohre@usgs.gov>

Tue, May 1, 2018 at 3:40 PM


----- Forwarded message -----

From: **Lepe, Michael** <mlepe@usgs.gov>  
Date: Tue, May 1, 2018 at 1:49 PM  
Subject: Re: PR 0040380371 - Rack Space Rental

[Quoted text hidden]

[Quoted text hidden]

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 **A17 - J&A.docx**  
29K

---

**Store, Clinton** <cstore@usgs.gov>  
To: "Lepe, Michael" <mlepe@usgs.gov>

Tue, May 1, 2018 at 4:42 PM

Great, thanks for your help!

Clinton M. Store, CISSP  
EROS CITT Network Manager  
Earth Resources Observation and Science Center (EROS)  
Email: [cstore@usgs.gov](mailto:cstore@usgs.gov); Web: <https://eros.usgs.gov>  
Office: (605) 594-2875

"Communicate, Coordinate, & remain Calm"

Confidentiality Notice:

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**Lepe, Michael** <mlepe@usgs.gov>  
To: "Store, Clinton" <cstore@usgs.gov>, Tom Sohre <tsohre@usgs.gov>

Wed, May 2, 2018 at 10:20 AM

No problem, just let me know when the J&A is signed so I can process the award.

Thanks

[Quoted text hidden]

**Sohre, Tom** <tsohre@usgs.gov>  
To: "Lepe, Michael" <mlepe@usgs.gov>  
Cc: "Store, Clinton" <cstore@usgs.gov>

Wed, May 2, 2018 at 1:22 PM

Here's the signed version of the J&A  
--Tom

-----  
Tom Sohre, PMP, FAC-P/PM  
Center IT Team (CITT) Manager  
USGS/EROS  
47914 252nd Street  
Sioux Falls, SD 57198  
605-594-2886 (office), 605-310-1179 (cell)  
[tsohre@usgs.gov](mailto:tsohre@usgs.gov)

NOTICE: This email may contain confidential, proprietary, or competition sensitive bid or proposal procurement information. Unauthorized disclosure of this information may carry criminal penalties as set forth in the Procurement Integrity Act, 41 U.S.C. 423, as amended. Further, the unauthorized disclosure of certain commercial information by civil servants may result in fines or imprisonment under the Trade Secrets Act (18 U.S.C. 1905). If you have received this information in error, please delete it, including all copies, and notify the sender of the error immediately.

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 **A17 - J&A.pdf**  
159K

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**Lepe, Michael** <mlepe@usgs.gov>  
To: "Store, Clinton" <cstore@usgs.gov>, "Baker (CTR), Randi" <randi.baker.ctr@usgs.gov>

Fri, May 4, 2018 at 10:41 AM

Hello Clinton,

Please see quote from Northwestern University and let me know if they are technical acceptable.

Thanks.

[Quoted text hidden]



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 **Quote - Northwestern University.pdf**  
311K

**STATEMENT OF NEED**  
**FY18 Annual Northwestern University IT (NUIT) Rackspace Rental**  
**Req# DOB037**

**STATEMENT OF REQUIREMENT/NEED**

The U.S. Geological Survey (USGS), Earth Resources Observation and Science (EROS) Center, Sioux Falls, SD, has a requirement for the payment of annual rack space rental (and minor hands on support) for the EROS equipment located at the NUIT facility in Chicago.

The USGS EROS Center IT Team (CITT), Network Services Team has a Cisco router located at the NUIT facility in Chicago, IL. The NUIT facility hosts the StarLight facility which is an NSF and university-supported carrier-neutral co-location and exchange facility located on Northwestern University's downtown Chicago campus. It serves numerous metropolitan, national and international advanced optical networking infrastructure initiatives converging in Chicago. The presence of the EROS router at the NUIT/StarLight facilitates EROS high speed connections to a number of other networks including but not limited to Internet2, MREN (Metropolitan Research and Education Network), DREN (Defense Research and Education Network), Google and NISN (NASA Integrated Services Network). These interconnections in turn allow EROS and our customers and partners to exchange significant amounts of data in an efficient manner. For instance, this connection provides the primary path for ingest of Moderate Resolution Imaging Spectroradiometer (MODIS), Sentinel-2 and Landsat data, as well as the primary distribution for much of the EROS data.

This procurement accounts for the annual rental of rack space at NUIT in which the Cisco router is located. The rental also provides for a minimal amount of hands on support at NUIT, nominally for cabling needs or perhaps a hard reset of the router should that ever be needed.

**FUNCTIONAL and TECHNICAL SPECIFICATIONS**

This contract for rack space rental and support will be for the period of May 1, 2018 to April 30, 2019.

Qty	U/M	Part Number	Description
1	Year		Annual rack space rental (with minor hands on support) at the NUIT facility in Chicago. PoP: 5/1/2018 to 4/30/2019

**Requirements**

EROS's requirements for the rack space rental and support can be thought of as three separate tasks. These tasks are: 1) rental of rack space in a rack that is physically located in a place that provides cable



access to the StarLight Juniper EX9208 switch (which facilitates connections to the other networks), 2) continued connections to the Juniper EX9208 switch, and 3) minor hands on support as needed.

1. Rack space rental

Rental of the rack space includes location of the Cisco router in a rack convenient for connections to the Juniper EX9208 switch and any other connections EROS may need. Rental also comes with the expectation that the NUIT facility is maintained as a class A or better computer room including stringent physical access restrictions.

2. Continued connections to the Juniper EX9208 switch and other switches as required.

Rental payment includes an expectation that existing network connections will be maintained in good order.

3. Minor hands on support as needed

Rental payment includes minor hands on support by NUIT/Starlight facilities staff. Such support could include, but is not limited to: new cabling connections or cabling troubleshooting and repair; hard reset or other corrective actions to assist in remedying failures; support for routing modifications that might be required on non-EROS equipment to support EROS routing changes.

**TECHNICAL CONTACT**

Clinton Store  
USGS/EROS  
Mundt Federal Building  
Sioux Falls, SD 57198  
Phone#: (605) 594-2875  
E-mail: [cstore@usgs.gov](mailto:cstore@usgs.gov)

**VENDOR**

Northwestern University  
POC: Gladys Villareal  
Phone#: 847-491-4052  
E-mail: [g-villareal@northwestern.edu](mailto:g-villareal@northwestern.edu)

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Tom Sohre  
Supervisor, Center IT Team

---

Date

# BRAND NAME JUSTIFICATION AND APPROVAL FOR ACQUISITION UNDER THE SIMPLIFIED ACQUISITION THRESHOLD



## Justification for Other than Full and Open Competition Sole Source (FAR 13.106-1(b)(1))

**1. Contracting Agency and Activity.** The Department of the Interior (DOI), U. S. Geological Survey (USGS) Center for Earth Resources Observation and Science (EROS), Sioux Falls, SD, plans to contract on a sole source basis. This document sets forth the justification and approval as required by FAR 13.106-1(b)(1).

**2. Nature of Action Being Approved.** DOI, USGS, EROS has a requirement to award a Firm-Fixed-Price (FFP) contract for rack space rental and incidental hands-on support at the Northwestern University IT (NUIT) facility in Chicago, IL.

**3. Description of Supplies or Services.** The NUIT facility hosts the StarLight facility which is an NSF and university-supported carrier-neutral co-location and exchange facility located on Northwestern University's downtown Chicago campus. It serves numerous metropolitan, national and international advanced optical networking infrastructure initiatives converging in Chicago. The presence of an EROS router at the NUIT/StarLight facility facilitates EROS high speed connections to a number of other networks including but not limited to Internet2, MREN (Metropolitan Research and Education Network), DREN (Defense Research and Education Network), Google and NISN (NASA Integrated Services Network). These interconnections in turn allow EROS and our customers and partners to exchange significant amounts of data in an efficient manner. For instance, this connection provides the primary path for ingest of Moderate Resolution Imaging Spectroradiometer (MODIS), Sentinel-2 and Landsat data, as well as the primary distribution for much of the EROS data. Without this space rental and support contract in place, EROS will lose access to many wide areas networks. Such loss of access would severely impact EROS's ability to ingest from and distribute data to our many worldwide customers and partner, thereby rendering the Center unable to meet its mission requirements.

**4. Estimated Dollar Value.** \$10,140.00 for a period of performance of one year: 5/1/2018- 4/30/2019.

**5. Statutory Authority.** The proposed action may be awarded on a sole source basis under the authority of FAR 13.106-1(b)(1) – one source reasonably available.

**6. Rationale Supporting Use of Citation in No. 5.** This procurement should be considered as a Sole Source. Because of the way the commercial, Research and Educational (R&E) and international wide area networks (WANs) are structured, the EROS presence at a co-location facility is required if we are to continue moving the quantities of data that we currently move. Chicago is the closest co-location facility that provides access to the WANs that EROS is required to access. While other co-location facilities exist they 1) would have similar rack space rental requirements, 2) often do not support the access networks that EROS needs, and 3) because they are a further distance away would require more costly network connection fees.

**7. Other Information.** N/A

**8. The Efforts to Identify Additional Sources Including the Market Research Conducted.** EROS staff and management continue to monitor changes in the structure of the commercial, Research and Educational (R&E) and international wide area networks. As changes are noted they are investigated

# BRAND NAME JUSTIFICATION AND APPROVAL FOR ACQUISITION UNDER THE SIMPLIFIED ACQUISITION THRESHOLD

## Justification for Other than Full and Open Competition Sole Source (FAR 13.106-1(b)(1))

for potential use by EROS, either to improve access or to lessen the cost of WAN connections. To date no better solution has been found that can meet the EROS requirements.

**9. Future Plans to Permit Competition.** The Government must ensure WAN access for the ingest and distribution of the data that is the raison d'être of EROS. To the fullest extent possible, the Government shall conduct continuing and future market research to identify alternative WAN access options. At such time when other avenues become available, EROS will vigorously compete the procurement of these services to the maximum extent practical.

**10. Recommendation Program Office.** Based on the above, I recommend this acquisition be conducted on a sole source basis and certify that the above statements are true and correct.

---

Tom Sohre  
Supervisor,  
Center IT Team

---

Date

### 11. Certifications from the Contracting Officer

a. The contracting officer must include a determination that the anticipated cost to the

Government will be fair and reasonable with a short statement for the basis of that determination. b. This justification is accurate and complete to the best of my knowledge and belief.

---

Carolyn Hieb, Purchasing Agent

---

Date

---

Karen Phillips, Contracting Officer

---

Date



## JUSTIFICATION AND APPROVAL

### Justification for Other Than Full and Open Competition (FAR 13.106)

#### 1. Contracting Agency and Activity.

The Department of the Interior, United States Geological Survey, Reston Acquisition Branch, plans to contract on a sole source basis. This document sets forth the justification and approval as required by FAR 13.106-1(b) (1).

#### 2. Nature of Action Being Approved.

Award a base contract with one option year to Northwestern University Information Technology (NUIT) to provision router rack space and related connectivity services to the National Aeronautics and Space Administration (NASA) Integrated Services Network (NISN) and Internet2 (formerly Abilene) from May 1, 2015 through April 30, 2017. A Base Plus One Option Year.

#### 3. Description of Supplies or Services.

The USGS Earth Resources Observation and Science (EROS) Center in Sioux Falls, SD requires rack space, power, point-to-point Optical Circuit (OC)-48 demarcation (termination), and connectivity to a NASA Integrated Services Network (NISN) router and to the Metropolitan Research and Education Network (MREN) communications exchange switch located in the NUIT facility. The space and connectivity are required to fulfill a Department of the Interior mission requirement to make remotely sensed satellite, aerial photography, and topographic data available to the public via web-enabled network delivery. A second requirement is to receive processed satellite data from a USGS cooperator, the NASA Earth Observing Systems (EOS). The latter is a requirement of a ten-year MOU with NASA.

#### 4. Estimated Dollar Value. \$20,280.00 Base Year plus One Option Year.

POP: Base Year 5/1/15-4/30/16; Option Year One: 5/1/16-4/30/17.

**5. Statutory Authority.** . The proposed action may be awarded on a sole source basis under the authority of FAR 13.106-1(b)(1) – only one source reasonably available.

#### 6. Rationale Supporting Use of Citation in No. 5.

The NUIT / MREN interchange in Chicago is the only point available for interconnection with both a NISN router and a connection to the MREN switch. The MREN switch provides access to Internet2, National Lambda Rail, and other national and international advanced Research and Education (R&E) networks. The NUIT facility provides access to these advanced R&E networks solely through the MREN communications exchange switch located at NUIT. USGS/EROS has an OC-48 point-to-point communication circuit between EROS and a demarcation point within NUIT. EROS pays a lease cost of \$570,000 annually for the OC-48

circuit. EROS has a \$130,000 router installed at NUIT that connects the OC-48 circuit to the NASA NISN router and to the MREN communications exchange switch. There is no other location in the U.S. where EROS can connect both to the NASA router and MREN communications exchange switch.

a. The NUIT facility provides EROS a connection to the NISN router via a 1-gigabit Ethernet cable. There is no other location in Chicago where EROS can connect to the NISN router.

b. The NUIT facility provides EROS a connection to the MREN communications exchange switch via a 10-gigabit fiber-optic cable. The maximum distance for this connection is approximately 500 meters. There is no other location in Chicago where EROS can connect to mission-critical national and international R&E networks available at the MREN switch. Connection to these national and international networks is essential for receiving satellite acquisitions and for distributing processed earth science data to the public and to government agencies as well as state university research facilities. Over two petabytes (2,000 terabytes) of earth science data are distributed and received annually via this connection. NUIT has provided this essential connectivity since 2004.

c. To relocate the point-to-point circuit, relocate the router, and reconnect to the NASA router and a communications exchange switch – if such connections were available at another facility, which they are not – would cost EROS at least \$100,000 for non-recurring costs and in excess of \$100,000 annually in recurring costs.

## **7. Other Information.**

N/A

## **8. The Efforts to Identify Additional Sources Including the Market Research Conducted.**

Market research is always ongoing through peers, symposium attendance and other media in order to assure that the Government has no other logical and economical source to obtain this service. Market research conducted via the Internet shows that there is no other location in the U.S. where EROS can connect to the required networks. This fact can be inferred from the following material obtained from the web. The material conclusively establishes Chicago as being one of four national communications switching centers in the U.S., and MREN as being the sole organization for hosting a high-speed network communications exchange switch. In Chicago. The MREN switch (and NISN router) is housed on the second floor inside the NUIT facility, within 300 meters of the EROS router, which is installed in a rack provided by NUIT.

Wikipedia states four national switching centers were established some years ago, one located in Chicago: “Four Network Access Points (NAPs) were defined under the U.S. National Information Infrastructure (NII) document as transitional data communications facilities at which Network Service Providers (NSPs) would exchange traffic, in replacement of the publicly-financed NSFNet Internet backbone. The National Science Foundation let contracts supporting the four NAPs, one to MFS Datanet for the preexisting MAE in Washington, D.C., and three others to Sprint, Ameritech, and Pacific Bell, for new facilities of various designs and technologies, in Pennsauken (NJ), **Chicago**, and California, respectively.”

Further, the Village of Tinley Park, Illinois states on their web site that “The Chicago Network Access Point (NAP) - the world's largest Internet exchange point by volume - is located in the central business district. The majority of the advanced telecommunications infrastructure within the region connects directly to the NAP in order to exchange traffic.”

<http://www.tinleypark.org/ed/advantages/technology.htm>

The web site further states: “[StarTap] The only facility in the world which allows for a cooperative interconnection point among numerous international advanced networks is located in Chicago and peers at the Chicago NAP.” StarTap is an association of research networks that terminate at the communications exchange switch operated by the Metropolitan Research and Education Network (MREN). The referenced web site also states: “[MREN] One of the world's most advanced, innovative, high-performance regional networks utilizes the Chicago NAP as a hub and is comprised of several regional research institutions including: The University of Chicago, Argonne National Laboratory, University of Illinois at Chicago, Fermi National Accelerator Laboratory and Northwestern University.”


MREN provides a large high-speed communications exchange switch, housed inside the NUIT facility in downtown Chicago, which interconnects high-performance regional and international networks to one another as well as to federal users such as NASA and USGS. MREN provides the USGS with a 10-gigabit-per-second port on this exchange switch. MREN is not a vendor; rather, it is a non-profit organization that provides a service for federal and state governments to connect to one another and to national networks, on a cost-recoverable basis. The USGS has used the MREN switch for eight years for the purpose described above.

**9. Future Plans to Permit Competition.** See Item #8, efforts are always ongoing to ensure there are not other sources or potential sources for this service.

#### **10. Recommendation and Certification from Program Office**

Based on the above, I recommend this acquisition be conducted on the basis of other than full and open competition. I certify that technical data which form a basis for this justification that are the responsibility of technical or requirements personnel are complete and accurate.

Mia Calla D. Lee  
Network Engineering Manager  
USGS/EROS

  
\_\_\_\_\_  
Signature

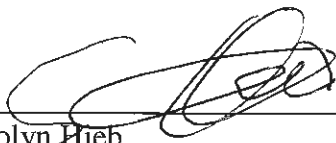
4/16/15  
\_\_\_\_\_  
Date

**11. Certifications and Approval from the Contracting Officer:**

a. The anticipated cost to the Government is expected to be fair and reasonable as this effort is executed in accordance with FAR 13 106-1 (b) One source reasonably available. This case is well known to this Contracting Officer and there are no sources found on Market research that can approach this pricing or the connection to the two sources required to fulfill the USGS Mission. This will be advertised on Fedbizopps FedConnect to the public to ensure that all efforts have been made to confirm the facts contained in this Justification are true. Price reasonableness will be documented in the file prior to award.

b. This justification is accurate and complete to the best of my knowledge and belief.

**12. Approvals:**

  
\_\_\_\_\_  
Carolyn Hieb  
Contracting Officer

4/16/15  
\_\_\_\_\_  
Date

# **BRAND NAME JUSTIFICATION AND APPROVAL FOR ACQUISITION UNDER THE SIMPLIFIED ACQUISITION THRESHOLD**

## **Justification for Other than Full and Open Competition Sole Source (FAR 13.106-1(b)(1))**

- 1. Contracting Agency and Activity.** The Department of the Interior (DOI), U. S. Geological Survey (USGS) Center for Earth Resources Observation and Science (EROS), Sioux Falls, SD, plans to contract on a sole source basis. This document sets forth the justification and approval as required by FAR 13.106-1(b)(1).
- 2. Nature of Action Being Approved.** DOI, USGS, EROS has a requirement to award a Firm-Fixed-Price (FFP) contract for rack space rental and incidental hands-on support at the Northwestern University IT (NUIT) facility in Chicago, IL.
- 3. Description of Supplies or Services.** The NUIT facility hosts the StarLight facility which is an NSF and university-supported carrier-neutral co-location and exchange facility located on Northwestern University's downtown Chicago campus. It serves numerous metropolitan, national and international advanced optical networking infrastructure initiatives converging in Chicago. The presence of an EROS router at the NUIT/StarLight facility facilitates EROS high speed connections to a number of other networks including but not limited to Internet2, MREN (Metropolitan Research and Education Network), DREN (Defense Research and Education Network), Google and NISN (NASA Integrated Services Network). These interconnections in turn allow EROS and our customers and partners to exchange significant amounts of data in an efficient manner. For instance, this connection provides the primary path for ingest of Moderate Resolution Imaging Spectroradiometer (MODIS), Sentinel-2 and Landsat data, as well as the primary distribution for much of the EROS data. Without this space rental and support contract in place, EROS will lose access to many wide areas networks. Such loss of access would severely impact EROS's ability to ingest from and distribute data to our many worldwide customers and partner, thereby rendering the Center unable to meet its mission requirements.
- 4. Estimated Dollar Value.** \$10,140.00 for a period of performance of one year: 5/1/2018- 4/30/2019.
- 5. Statutory Authority.** The proposed action may be awarded on a sole source basis under the authority of FAR 13.106-1(b)(1) – only one source reasonably available.
- 6. Rationale Supporting Use of Citation in No. 5.** The NUIT / MREN interchange in Chicago is the only point available for interconnection with both a NISN router and a connection to the MREN switch. The MREN switch provides access to Internet2, National Lambda Rail, and other national and international advanced Research and Education (R&E) networks. The NUIT facility provides access to these advanced R&E networks solely through the MREN communications exchange switch located at NUIT. USGS/EROS has a point-to-point communication circuit between EROS and a demarcation point within NUIT. EROS has a router installed at NUIT that connects to the NASA NISN router and to the MREN communications exchange switch. There is no other location in the U.S. where EROS can connect both to the NASA router and MREN communications exchange switch.
  - a. The NUIT facility provides EROS a connection to the NISN router via a 1-gigabit Ethernet cable. There is no other location in Chicago where EROS can connect to the NISN router.



# **BRAND NAME JUSTIFICATION AND APPROVAL FOR ACQUISITION UNDER THE SIMPLIFIED ACQUISITION THRESHOLD**

## **Justification for Other than Full and Open Competition Sole Source (FAR 13.106-1(b)(1))**

b. The NUIT facility provides EROS a connection to the MREN communications exchange switch via a 10-gigabit fiber-optic cable. There is no other location in Chicago where EROS can connect to mission-critical national and international R&E networks available at the MREN switch. Connection to these national and international networks is essential for receiving satellite acquisitions and for distributing processed earth science data to the public and to government agencies as well as state university research facilities. Over two petabytes (2,000 terabytes) of earth science data are distributed and received annually via this connection. NUIT has provided this essential connectivity since 2004.

c. To relocate the point-to-point circuit, relocate the router, and reconnect to the NASA router and a communications exchange switch - if such connections were available at another facility, which they are not - could cost EROS at least \$100,000 for non-recurring costs and in excess of \$100,000 annually in recurring costs.

**7. Other Information.** N/A

### **8. The Efforts to Identify Additional Sources Including the Market Research Conducted.**

EROS staff and management continue to monitor changes in the structure of the commercial, Research and Educational (R&E) and international wide area networks. As changes are noted they are investigated for potential use by EROS, either to improve access or to lessen the cost of WAN connections. To date no better solution has been found that can meet the EROS requirements.

**9. Future Plans to Permit Competition.** The Government must ensure WAN access for the ingest and distribution of the data that is the raison d'être of EROS. To the fullest extent possible, the Government shall conduct continuing and future market research to identify alternative WAN access options. At such time when other avenues become available, EROS will vigorously compete the procurement of these services to the maximum extent practical.

**10. Recommendation Program Office.** Based on the above, I recommend this acquisition be conducted on a sole source basis and certify that the above statements are true and correct.

---

Tom Sohre  
Supervisor,  
Center IT Team

---

Date

### **11. Certifications from the Contracting Officer**

a. The contracting officer must include a determination that the anticipated cost to the

**BRAND NAME JUSTIFICATION AND APPROVAL FOR ACQUISITION  
UNDER THE SIMPLIFIED ACQUISITION THRESHOLD**

**Justification for Other than Full and Open Competition  
Sole Source (FAR 13.106-1(b)(1))**

Government will be fair and reasonable with a short statement for the basis of that determination. b. This justification is accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Michael Lepe, Contract Specialist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Karen Phillips, Contracting Officer

\_\_\_\_\_  
Date

# **BRAND NAME JUSTIFICATION AND APPROVAL FOR ACQUISITION UNDER THE SIMPLIFIED ACQUISITION THRESHOLD**

## **Justification for Other than Full and Open Competition Sole Source (FAR 13.106-1(b)(1))**

- 1. Contracting Agency and Activity.** The Department of the Interior (DOI), U. S. Geological Survey (USGS) Center for Earth Resources Observation and Science (EROS), Sioux Falls, SD, plans to contract on a sole source basis. This document sets forth the justification and approval as required by FAR 13.106-1(b)(1).
- 2. Nature of Action Being Approved.** DOI, USGS, EROS has a requirement to award a Firm-Fixed-Price (FFP) contract for rack space rental and incidental hands-on support at the Northwestern University IT (NUI) facility in Chicago, IL.
- 3. Description of Supplies or Services.** The NUI facility hosts the StarLight facility which is an NSF and university-supported carrier-neutral co-location and exchange facility located on Northwestern University's downtown Chicago campus. It serves numerous metropolitan, national and international advanced optical networking infrastructure initiatives converging in Chicago. The presence of an EROS router at the NUI/StarLight facility facilitates EROS high speed connections to a number of other networks including but not limited to Internet2, MREN (Metropolitan Research and Education Network), DREN (Defense Research and Education Network), Google and NISN (NASA Integrated Services Network). These interconnections in turn allow EROS and our customers and partners to exchange significant amounts of data in an efficient manner. For instance, this connection provides the primary path for ingest of Moderate Resolution Imaging Spectroradiometer (MODIS), Sentinel-2 and Landsat data, as well as the primary distribution for much of the EROS data. Without this space rental and support contract in place, EROS will lose access to many wide area networks. Such loss of access would severely impact EROS's ability to ingest from and distribute data to our many worldwide customers and partner, thereby rendering the Center unable to meet its mission requirements.
- 4. Estimated Dollar Value.** \$10,140.00 for a period of performance of one year: 5/1/2018- 4/30/2019.
- 5. Statutory Authority.** The proposed action may be awarded on a sole source basis under the authority of FAR 13.106-1(b)(1) – only one source reasonably available.
- 6. Rationale Supporting Use of Citation in No. 5.** The NUI / MREN interchange in Chicago is the only point available for interconnection with both a NISN router and a connection to the MREN switch. The MREN switch provides access to Internet2, National Lambda Rail, and other national and international advanced Research and Education (R&E) networks. The NUI facility provides access to these advanced R&E networks solely through the MREN communications exchange switch located at NUI. USGS/EROS has a point-to-point communication circuit between EROS and a demarcation point within NUI. EROS has a router installed at NUI that connects to the NASA NISN router and to the MREN communications exchange switch. There is no other location in the U.S. where EROS can connect both to the NASA router and MREN communications exchange switch.
  - a.** The NUI facility provides EROS a connection to the NISN router via a 10-gigabit Ethernet cable. There is no other location in Chicago where EROS can connect to the NISN router.

# BRAND NAME JUSTIFICATION AND APPROVAL FOR ACQUISITION UNDER THE SIMPLIFIED ACQUISITION THRESHOLD

## Justification for Other than Full and Open Competition Sole Source (FAR 13.106-1(b)(1))

b. The NUIT facility provides EROS a connection to the MREN communications exchange switch via a 10-gigabit fiber-optic cable. There is no other location in Chicago where EROS can connect to mission-critical national and international R&E networks available at the MREN switch. Connection to these national and international networks is essential for receiving satellite acquisitions and for distributing processed earth science data to the public and to government agencies as well as state university research facilities. Over two petabytes (2,000 terabytes) of earth science data are distributed and received annually via this connection. NUIT has provided this essential connectivity since 2004.

c. To relocate the point-to-point circuit, relocate the router, and reconnect to the NASA router and a communications exchange switch - if such connections were available at another facility, which they are not - could cost EROS at least \$100,000 for non-recurring costs and in excess of \$100,000 annually in recurring costs.

7. **Other Information.** N/A

8. **The Efforts to Identify Additional Sources Including the Market Research Conducted.** EROS staff and management continue to monitor changes in the structure of the commercial, Research and Educational (R&E) and international wide area networks. As changes are noted they are investigated for potential use by EROS, either to improve access or to lessen the cost of WAN connections. To date no better solution has been found that can meet the EROS requirements.

9. **Future Plans to Permit Competition.** The Government must ensure WAN access for the ingest and distribution of the data that is the raison d'être of EROS. To the fullest extent possible, the Government shall conduct continuing and future market research to identify alternative WAN access options. At such time when other avenues become available, EROS will vigorously compete the procurement of these services to the maximum extent practical.

10. **Recommendation Program Office.** Based on the above, I recommend this acquisition be conducted on a sole source basis and certify that the above statements are true and correct.

**THOMAS SOHRE** Digitally signed by THOMAS  
SOHRE  
Date: 2016.05.02 12:21:51 -0500

Tom Sohre  
Supervisor,  
Center IT Team

Date

**BRAND NAME JUSTIFICATION AND APPROVAL FOR ACQUISITION  
UNDER THE SIMPLIFIED ACQUISITION THRESHOLD**

**Justification for Other than Full and Open Competition  
Sole Source (FAR 13.106-1(b)(1))**

**II. Certifications from the Contracting Officer**

a. The contracting officer must include a determination that the anticipated cost to the Government will be fair and reasonable with a short statement for the basis of that determination.

b. This justification is accurate and complete to the best of my knowledge and belief.

**MICHAEL LEPE** Digitally signed by MICHAEL  
LEPE  
Date: 2018.05.02 13:29:39 -04'00'

Michael Lepe, Contract Specialist

\_\_\_\_\_ Date

**KAREN  
PHILLIPS** Digitally signed by  
KAREN PHILLIPS  
Date: 2018.05.02  
14:23:42 -04'00'

Karen Phillips, Contracting Officer

\_\_\_\_\_ Date



Marinos, S. Litsa <[smarinos@usgs.gov](mailto:smarinos@usgs.gov)>

---

## Fwd: NUIT J&A Redo

1 message

---

**Lepe, Michael** <[mlepe@usgs.gov](mailto:mlepe@usgs.gov)>  
To: "S. Litsa Marinos" <[smarinos@usgs.gov](mailto:smarinos@usgs.gov)>

Mon, Sep 17, 2018 at 11:08 AM

----- Forwarded message -----

From: **Baker, Randi (Contractor)** <[rfbaker@contractor.usgs.gov](mailto:rfbaker@contractor.usgs.gov)>  
Date: Tue, May 1, 2018 at 11:42 AM  
Subject: Fwd: NUIT J&A Redo  
To: Michael Lepe <[mlepe@usgs.gov](mailto:mlepe@usgs.gov)>, Clinton Store <[cstore@usgs.gov](mailto:cstore@usgs.gov)>

I believe this is the one you are looking for? Please let me know if I am incorrect.

Sorry if I am missing something.

Thank you,  
Randi Baker

----- Forwarded message -----

From: **Baker (CTR), Randi** <[randi.baker.ctr@usgs.gov](mailto:randi.baker.ctr@usgs.gov)>  
Date: Thu, Apr 26, 2018 at 11:35 AM  
Subject: NUIT J&A Redo  
To: Michael Lepe <[mlepe@usgs.gov](mailto:mlepe@usgs.gov)>, Clinton Store <[cstore@usgs.gov](mailto:cstore@usgs.gov)>

I have attached the redo of the J&A for NUIT.

Very sorry for the delay.

Thank you for your patience,  
Randi

--

**Randi F. Baker**  
Procurement Specialist

Stinger Ghaffarian Technologies (SGT, Inc.)  
Contractor to the U.S. Geological Survey (USGS)  
Earth Resources Observation and Science (EROS) Center

9/19/2018

DEPARTMENT OF THE INTERIOR Mail - Fwd: NUIT J&A Redo

47914 252nd Street  
Sioux Falls, SD 57198

Office: (605) 594-2543  
Email: [randi.baker.ctr@usgs.gov](mailto:randi.baker.ctr@usgs.gov)

--

Randi F. Baker  
Procurement Specialist

Stinger Ghaffarian Technologies (SGT, Inc.)  
Contractor to the U.S. Geological Survey (USGS)  
Earth Resources Observation and Science (EROS) Center  
47914 252nd Street  
Sioux Falls, SD 57198

Office: (605) 594-2543  
Email: [rfbaker@contractor.usgs.gov](mailto:rfbaker@contractor.usgs.gov)

--

Michael Lepe  
USGS National Acquisition Branch  
Reston, VA, 20191  
(W) (703)-648-7312  
[Mlepe@usgs.gov](mailto:Mlepe@usgs.gov)



**A17 - J&A (1).docx**  
28K

<h1 style="margin: 0;">REQUISITION</h1>				PROCUREMENT REQUEST NO. 0040325233/01	
1. NAME, PHONE NUMBER, AND ROUTING SYMBOL OF PERSON TO CONTACT DWESTRUM/605-594-2878				REQUISITION DATE 05/11/2017	
3. ORIGINATING OFFICE DATA USGS EROS Data Center				2. TYPE OF REQUEST (Check one) A. <input type="checkbox"/> NEW REQUEST B. <input checked="" type="checkbox"/> CHANGE TO PENDING PR NO. 0040325233 C. <input type="checkbox"/> MODIFICATION TO CONTRACT OR ORDER NO.	
4. ADDITIONAL INFORMATION (Suggested supply sources, security data, etc.)					
<b>5. APPROVALS</b>					
APPROVING OFFICIALS (A)		ROUTING SYMBOL (B)	DATE (C)	INTERNAL ROUTING	
				INITIALS (D)	ROUTING SYMBOL (E)
(1) AUTHORIZED REQUISITIONER Danielle Westrum		GNB			
(2)					
(3)					
(4)					
				6. CONSIGNEE AND DESTINATION USGS EROS Data Center 47914 252nd Street Sioux Falls SD 57198	
				7. DATE(S) REQUIRED 04/30/2018	
				8. GOVERNMENT FURNISHED PROPERTY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If "yes," see par. 8 of instructions on next page.)	
<b>9. DESCRIPTION OF ITEMS OR SERVICES</b>					
ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT (E)	AMOUNT (F)
	Header Text: DOB055 Rack space rental for the USGS EROS Cisco ASR-1006 router at the Northwestern University IT (NUIT) location. This router creates EROS connections to numerous metropolitan, national and international advanced optical networking infrastructure initiatives converging in Chicago, IL. This provides the primary path for ingest of Moderate Resolution Imaging Spectroradiometer (MODIS), Sentinel -2, and Landsat data, as well as the primary distribution for much of the EROS data; with possible option years. Funding is within C R limits.  Suggested COR: GHENSON Account Assignm: K G/L Account: 6100.257C0 Business Area: G000 Commitment Item: 257C00 Cost Center: GGHCED0000 Functional Area: GB0BB0000.460000 Fund: 17XG0804XD Fund Center: GGHCED0000 Project/WBS: GX.17.ED00.COM5X.C0 PR Acct Assign: 01				
				TOTAL ESTIMATED COST \$0.00	
10. ACCOUNTING DATA Accounting Info : 01					



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APPROVING OFFICIALS (A)		ROUTING SYMBOL (B)	DATE (C)	INTERNAL ROUTING	
				INITIALS (D)	ROUTING SYMBOL (E)
(1) AUTHORIZED REQUISITIONER Danielle Westrum		GNB			
(2)					
(3)					
(4)					
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				TOTAL ESTIMATED COST \$0.00	
10. ACCOUNTING DATA Accounting Info : 01					

**US Department of the Interior  
Small and Disadvantaged Business Acquisition Screening Form (DI-1886)**

**General Instructions:** This form is required: (1) for all acquisitions with a total contract value at or above the Simplified Acquisition Threshold, and (2) for acquisitions above the micro-purchase threshold and below the Simplified Acquisition Threshold that are not set-aside for small business. See DOI-AAAP-0043 for the full policy requirements and exceptions. For additional instructions for completing this form, see below.

<b>BACKGROUND INFORMATION</b>		
1. Purchase Request Number: 0040325233.		2. Purchasing Office: DOI/USGS/EROS
3. Description of Products or Services: Northwestern Univ. Information Technology (NUIT) Rack Space Use and Support Base Year and One Option Year (includes Rack Space, power point to point Optical Circuit and Connectivity to NASA Integrated Service Network (NISN) router and Metropolitan Research and Education Network communications exchange switch. Space and Connectivity to fulfill DOI mission requirement to make remotely sensed satellite, aerial, photographic and topographic data available to the public via web enabled Network delivery. The 2 <sup>nd</sup> requirement is to receive processed satellite data from a USGS Cooperator through this channel (NASA EOS).	4. NAICS Code: 611310.	5. NAICS Description: Academic Colleges, University
	6. Product / Service Code: D300	7. Product / Service Code Description: Hand telecom Equip and Transmissions
8. Estimated Total Contract Value: \$70,260.00	9. Estimated Total Period of Performance: 2 years through 4/30/19	10. Proposed Contract Type: FFP OM Contract.
11. Is this an order against an established source? No If yes, provide the PIID (if known): <a href="#">Click here to enter text.</a> Is there a government-wide, DOI, or bureau policy that mandates the use of this established source? <a href="#">Choose an item...</a>		12. Will there be any restrictions on competition? Yes, this will be an Other Than Small Business as this is the only source. If "Other than full and open competition or exception to fair opportunity," you must attach a draft or final justification document.
<b>PROCUREMENT HISTORY</b>		
13. Has an acquisition for this requirement (or a similar, related requirement) been awarded in the previous six fiscal years? <a href="#">Choose an item.</a> If yes, what was the small business strategy for the most recent award? <a href="#">Choose an item.</a> If total or partial set-aside was selected, select the type of business. <a href="#">Choose an item.</a>		
14. If the answer to #13 is yes, how many offers were received from:		
Enter #	1	Large businesses
Enter #		Small businesses
Enter #		Indian-owned economic enterprises
Enter #		Indian-owned small business economic enterprises
Enter #		HUBZone businesses
Enter #		Veteran-owned small businesses
Enter #		Service-disabled veteran owned small businesses
Enter #		Women-owned small businesses
Enter #		Economically-disadvantaged women-owned small businesses
Enter #		8(a) businesses
<b>SMALL BUSINESS STRATEGY</b>		
<b>Note: Market research <i>must</i> be submitted as an attachment to this form. The market research must be adequate to support and justify the small business strategy, including rationale for not setting aside the acquisition for socio-economic categories.</b>		
<input type="checkbox"/>	15. Will the procurement be set-aside for: (Check only one.) Indian-owned economic enterprises Indian-owned small business economic enterprises	16. Are you awarding under the 8(a) program? NA If yes, is the award sole source or competitive? NA

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<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	HUBZone businesses Service-disabled veteran owned small businesses Women-owned small businesses Economically-disadvantaged women-owned small businesses Small businesses 8(a) No set aside	<p><b>17. Special considerations for women-owned set asides.</b> For either type of women-owned small business set-aside, you must verify that the NAICS for this procurement is on the lists (<a href="#">EDWOSB</a> or <a href="#">WOSB</a>) of allowed NAICS.</p> <p><b>18. Special considerations for Indian-owned set asides.</b> For procurements for Indian Affairs, set asides to Indian-owned economic enterprises are mandatory. (See <a href="#">DIAR 1480</a>.) For all other bureaus, they are optional. (See <a href="#">DOI-AAAP-0011</a>.)</p>
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**19. Is this set-aside partial or total?** NA

**Note:** If you are conducting a partial set-aside under any category, you must attach a written explanation of the set-aside approach. The explanation must detail how the contract will be divided, which categories will be set-aside, etc. The explanation does not need to be a separate document and can be incorporated into existing contract documentation, such as a market research memo or acquisition plan.

**20. Non-manufacture Rule.** If the acquisition is for products or supplies (i.e. not services or construction) with a total value that exceeds \$25,000, and a set-aside is planned, do you anticipate that there is a viable market of domestic manufacturers that are small businesses? Choose an item.

**SUBCONTRACTING PLAN**

Yes <input type="checkbox"/> XXX XX	No XX <input type="checkbox"/> <input type="checkbox"/>	<p><b>21. Answer the following questions to determine whether a subcontracting plan will be required:</b></p> <p>Is the total value of the acquisition \$700,000 (\$1.5 million for construction) or greater?</p> <p>Is the acquisition open market (meaning <b>not</b> an order or call against an established source)?</p> <p>Is the acquisition unrestricted (meaning <b>not</b> being set-aside for small business)?</p>
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If the answer to all three questions is yes, then a subcontracting plan will be required from any large business that responds to the solicitation, unless the CO has made a written determination that there are no subcontracting possibilities. (See [FAR 19.705-2](#) and [DOI-AAAP-0076](#))

**22. Is there a determination that there are no subcontracting possibilities that has been approved at the appropriate level?** Choose an item.

**23. Will the solicitation include the appropriate provisions to ensure that large businesses submit a subcontracting plan?** Choose an item.

**24. Will the solicitation include subcontracting goals that have been reviewed and approved in accordance with DOI policy?** Choose an item.

**BUNDLING**

**25. Does the acquisition involve bundling?** See [FAR 7.104\(d\)\(2\)](#). Choose an item.  
If yes, a written justification for bundling must be attached.

**SIGNATURES**

<p align="center"><b>X</b></p> <hr/> <p>Purchasing Agent / Contract Specialist</p>	<p align="center"><b>CAROLYN X HIEB</b></p> <p align="center">Contracting Officer</p> <div style="font-size: small; text-align: right;">                     Digitally signed by CAROLYN HIEB                      DN: c=US, o=U.S. Government, ou=Department of the Interior, ou=Geological Survey, cn=CAROLYN HIEB, 0.9.2342.19200300.100.1.1=14001000295178                      Date: 2016.04.25 10:29:19 -0500                 </div>
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Small and Disadvantaged Business Acquisition Screening Form (DI-1886)**

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Enter #	1	Large businesses
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Enter #		HUBZone businesses
Enter #		Veteran-owned small businesses
Enter #		Service-disabled veteran owned small businesses
Enter #		Women-owned small businesses
Enter #		Economically-disadvantaged women-owned small businesses
Enter #		8(a) businesses
<b>SMALL BUSINESS STRATEGY</b>		
<b>Note: Market research <i>must</i> be submitted as an attachment to this form. The market research must be adequate to support and justify the small business strategy, including rationale for not setting aside the acquisition for socio-economic categories.</b>		
<input type="checkbox"/>	15. Will the procurement be set-aside for: (Check only one.) Indian-owned economic enterprises Indian-owned small business economic enterprises	16. Are you awarding under the 8(a) program? NA If yes, is the award sole source or competitive? NA

US Department of the Interior  
Small and Disadvantaged Business Acquisition Screening Form (DI-1886)

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<input type="checkbox"/> HUBZone businesses <input type="checkbox"/> Service-disabled veteran owned small businesses <input type="checkbox"/> Women-owned small businesses <input type="checkbox"/> Economically-disadvantaged women-owned small businesses <input type="checkbox"/> Small businesses <input type="checkbox"/> 8(a) xx No set aside <input type="checkbox"/>	<b>17. Special considerations for women-owned set asides.</b> For either type of women-owned small business set-aside, you must verify that the NAICS for this procurement is on the lists ( <u>EDWOSB</u> or <u>WOSB</u> ) of allowed NAICS. <b>18. Special considerations for Indian-owned set asides.</b> For procurements for Indian Affairs, set asides to Indian-owned economic enterprises are mandatory. (See <u>DIAR 1480.</u> ) For all other bureaus, they are optional. (See <u>DOI-AAAP-0011.</u> )
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**19. Is this set-aside partial or total?** NA

**Note:** If you are conducting a partial set-aside under any category, you must attach a written explanation of the set-aside approach. The explanation must detail how the contract will be divided, which categories will be set-aside, etc. The explanation does not need to be a separate document and can be incorporated into existing contract documentation, such as a market research memo or acquisition plan.

**20. Non-manufacture Rule.** If the acquisition is for products or supplies (i.e. not services or construction) with a total value that exceeds \$25,000, and a set-aside is planned, do you anticipate that there is a viable market of domestic manufacturers that are small businesses? Choose an item.

**SUBCONTRACTING PLAN**

<b>Yes</b>	<b>No</b>	<b>21. Answer the following questions to determine whether a subcontracting plan will be required:</b>
<input type="checkbox"/>	xx	Is the total value of the acquisition \$700,000 (\$1.5 million for construction) or greater?
xxx	<input type="checkbox"/>	Is the acquisition open market (meaning <i>not</i> an order or call against an established source)?
xx	<input type="checkbox"/>	Is the acquisition unrestricted (meaning <i>not</i> being set-aside for small business)?

If the answer to all three questions is yes, then a subcontracting plan will be required from any large business that responds to the solicitation, unless the CO has made a written determination that there are no subcontracting possibilities. (See FAR 19.705-2 and DOI-AAAP-0076)

**22. Is there a determination that there are no subcontracting possibilities that has been approved at the appropriate level?** Choose an item.  
**23. Will the solicitation include the appropriate provisions to ensure that large businesses submit a subcontracting plan?** Choose an item.  
**24. Will the solicitation include subcontracting goals that have been reviewed and approved in accordance with DOI policy?** Choose an item.

**BUNDLING**

**25. Does the acquisition involve bundling?** See FAR 7.104(d)(2). Choose an item.  
If yes, a written justification for bundling must be attached.

**SIGNATURES**

 Purchasing Agent / Contract Specialist	 Contracting Officer <small>Digitally signed by CAROLYN HIEB DN: cn=L5, o=U.S. Government, ou=Department of the Interior, ou=Geological Survey, cn=CAROLYN HIEB, 0.9.2342.19200300.100.1.1=14001000295178 Date: 2016.04.28 10:29:19 -0500</small>
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<p><b>X</b> _____</p> <p>Small Business Specialist</p>	<p><b>X</b> _____</p> <p>Bureau Headquarters Small Business Specialist</p>
<p><b>X</b> _____</p> <p>OSDBU Director</p>	<p><b>X</b> _____</p> <p>SBA Procurement Center Representative</p>
<p><b>INDEFINITE DELIVERY VEHICLES</b></p>	
<p>If this action will result in the award of a multiple-award Indefinite Delivery Vehicle, the Review Official may sign the following determination:</p> <p>Based on the proposed small business strategy and ordering procedures for this Indefinite Delivery Vehicle (IDV), I have determined that screening the individual calls and orders against this IDV will not add value in maximizing opportunities for small businesses. Orders and calls against this IDV are exempt from the requirement to complete a small business screening in accordance with DOI-AAAP-0043.</p>	
<p><b>X</b> _____</p> <p>Reviewing Official</p>	





Solicitation: G17PS00491 (BASE/Released)

Help Home Sign Out

Other Actions ▾

Summary

Version: BASE

Status: Released  
 Stage: Released Solicitation

Total Items: 2

Amount

Total: \$ 0.00

Total Amount

Total Amount \$ 10,140.00  
 Total Amount without Options \$ 10,140.00

Summary

e-Order

General Items Clauses e-Solicitation **Distribution** Notes

Vendors > Posting > Notifications

Distribution

Type of Solicitation: RFQ  
 Posting Type: Solicitation

Sent to FedConnect: 5/8/2017 3:53:59 PM

Distribution: Public

FedConnect Agency Code: ♦ DOI ↗

FedConnect Office Code: ♦ USGS ↗

Allow responders to enter line item unit price and/or amounts in FedConnect: No  
 Allow Alternate Response: Yes

Sent to FedBizOpps: 5/8/2017 3:53:54 PM [View XML](#)

Override FedBizOpps Account Code: No

FedBizOpps Account Code: GPO431004

FedConnect Link to appear in FedBizOpps: [Click here to see more information about this opportunity on FedConnect](#)  
 FedConnect URL: <https://www.fedconnect.net/FedConnect/?doc=DOCNUMBER&agency=>

If no date is selected then FedBizOpps will archive this notice 15 days after the award date

Archive Date: (None)

Title: INTENT TO AWARD NORTHWESTERN UNIV. INFORMATION TECH. (NUIT) RACK SP

Description:

This is an announcement is a Special Notice/Intent to Award to Northwestern University Information Technology directing interested parties to the FedConnect web page at <https://www.fedconnect.net/FedConnect/> where d U.S. Geological Survey (USGS) Request for Quote (RFQ) G17PS00491 may be viewed. This Special Notice/RFQ the only solicitation. Firm, Fixed-priced quotes are being requested for Rack Space at Northwestern University Technology (NUIT) for the USGS/EROS portion of the Cisco Rack Space and Support. Period of Performance is Award -4/30/19. (Base Year Plus One Option Year). See the Performance Based Statement of Work Detail as the attached RFQ. This Service is for the USGS/EROS, 47914 252nd St. Sioux Falls, SD 57198. The posted RF description of the requirement, Instructions to Vendors, and applicable clauses. It is believed that NUIT can o requirement. As the Sole Source *(more)*

Override Description: Yes

Response Due Date: 05/10/2017

NAICS Code: 611310 Colleges, Universities and Professional Schools \$27.50

Primary Product/Service Code: D304 IT AND TELECOM- TELECOMMUNICATIONS AND TRANSMISSIO

Classification Code: D - AUTOMATIC DATA PROC & TELECOMM SERVICES

Set-Aside: N/A

Place of Performance Code:

Address 1: (None)  
 Address 2: (None)  
 Address 3: (None)  
 Address 4: (None)  
 City: (None)  
 State: (None)  
 Postal Code: (None)  
 Country: (None)



Contracting Office Address: GNB  
USGS NATIONAL ACQUISITION BRANCH  
205 NATIONAL CENTER  
12201 SUNRISE VALLEY DRIVE  
RESTON VA

Postal Code: 20192  
Country: US  
Override Contracting Office Address: No

Point of Contact: Contracting Officer  
Name: Carolyn Hieb  
Email: [chieb@usgs.gov](mailto:chieb@usgs.gov)  
Text for Email Address Hyperlink: (None)  
Web Site URL: (None)  
Text for Web Site URL Hyperlink: (None)

Include Pre-proposal Conference Info: No

[← Previous](#)   [Next →](#)   [Return to Home](#)

1. REQUEST NO. G17PS00491  
 2. DATE ISSUED 05/08/2017  
 3. REQUISITION/PURCHASE REQUEST NO.  
 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1  
 RATING

5a. ISSUED BY USGS NATIONAL ACQUISITION BRANCH  
 205 NATIONAL CENTER  
 12201 SUNRISE VALLEY DRIVE  
 RESTON VA 20192

6. DELIVERY BY (Date)  
 Multiple

7. DELIVERY  
 FOB DESTINATION  OTHER (See Schedule)

9. DESTINATION  
 a. NAME OF CONSIGNEE  
 USGS EROS Data Center

5b. FOR INFORMATION CALL: (No collect calls)  
 NAME Carolyn Hieb  
 TELEPHONE NUMBER  
 AREA CODE 605 NUMBER 594-6501

b. STREET ADDRESS  
 47914 252nd Street

8. TO:  
 a. NAME  
 b. COMPANY

c. CITY  
 Sioux Falls

c. STREET ADDRESS  
 d. CITY  
 e. STATE  
 f. ZIP CODE

c. CITY  
 Sioux Falls

d. CITY  
 e. STATE SD  
 f. ZIP CODE 57198

d. STATE SD  
 e. ZIP CODE 57198

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)  
 05/10/2017 1200 CT

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<p>Provide a Firm Fixed, Open Market Price for the attached Statement of Work (SOW), Requirement and Clauses as detailed in this Request for Quote (RFQ). Period of Performance: Base and One Option Year 5/1/17-4/30/19</p> <p>For Questions concerning this requirement, please contact: Carolyn Hieb, Purchasing Agent (PA) email: chieb@usgs.gov, or ph: 605-594-6501.</p> <p>Continued ...</p>				

12. DISCOUNT FOR PROMPT PAYMENT

a. 10 CALENDAR DAYS (%)    b. 20 CALENDAR DAYS (%)    c. 30 CALENDAR DAYS (%)    d. CALENDAR DAYS

NUMBER    PERCENTAGE

NOTE: Additional provisions and representations  are  are not attached

13. NAME AND ADDRESS OF QUOTER  
 a. NAME OF QUOTER  
 b. STREET ADDRESS  
 c. COUNTY  
 d. CITY  
 e. STATE  
 f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION  
 18. SIGNER  
 a. NAME (Type or print)  
 c. TITLE (Type or print)

15. DATE OF QUOTATION  
 b. TELEPHONE  
 AREA CODE  
 NUMBER

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
G17PS00491

PAGE 2 OF 37

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	CISCO ROUTER RACK SPACE OY2 Date of Award-4/30/18.  Delivery: 04/30/2018 Period of Performance: 05/09/2017 to 04/30/2018				
00020	Option Year One: NUIT CISCO ROUTER RACK SPACE OY2. POP 5/1/18-4/30/19 (Option Line Item) 05/01/2018  Delivery: 04/30/2019 Period of Performance: 05/01/2018 to 04/30/2019				

**INSTRUCTION TO VENDORS**

A firm-fixed priced quotation and technical quotation package shall be submitted by the date requested on the RFQ G17PS00491. Quotations shall be submitted to the Purchasing Agent at [chieb@usgs.gov](mailto:chieb@usgs.gov). Faxed or mailed quotations will not be accepted. Vendors shall supply the USGS/EROS with price confirmation of the Statement of Work/Requirement as attached below.

The following additional information must be supplied along with your quotation.

- 1) A firm-fixed price confirmation for Base and Option year one of MREN requirement.  
Base Year: Date of Award-4/30/18, Option Year One: 5/1/18-4/30/19.
- 2) Federal Tax ID Number.
- 3) Business Size Classification.
- 4) DUNS Number.

The award resulting from this RFQ will be based on lowest price technically acceptable (LPTA) quote. In determining technical acceptability, the following non-pricing criteria will be considered, not listed in any the particular order of importance:

- Technical – Vendors ability to meet all aspects of the requirements listed in the Statement of Work/Technical Specifications.

All questions shall be submitted via email to [chieb@usgs.gov](mailto:chieb@usgs.gov) no later than 24 hours prior to FBO announcement closure. Late questions will not be accepted.

**Statement of Work  
Northwestern University Information Technology (NUIT)  
Rack Space and Network Connectivity**

**I. GENERAL INFORMATION**

- A. Since May 2004, Northwestern University Information Technology (NUIT) located in Chicago, Illinois, has provided rack space for a USGS router and Ethernet connectivity to a Metropolitan Research and Education Network (MREN) Force10 10-gigabit network switch. NUIT functions as a terminus for a private point-to-point Optical Carrier (OC)-48 circuit that originates at USGS Earth Resources Observation and Science (EROS) Center in Sioux Falls, SD. NUIT provides connection to the NASA Integrated Services Network (NISN) router, to Internet2 (formerly Abilene), and to other Research and Education (R&E) advanced optical networks through the Force10 switch.
- B. Connectivity to NISN is required to fulfill obligations under a NASA/USGS Memorandum of Understanding to transfer satellite data from NASA Goddard

Space Flight Center in Maryland to EROS Center, and subsequently to distribute user-requested granules of data via Internet and Internet2. This original use of the NUIT terminus was expanded in July 2009 when then-Secretary Kempthorne committed USGS to distribute remotely sensed data via a web-enabled network. Currently NUIT enables the daily transfer of eight terabytes of various types of earth science data.

- C. This SOW requires that NUIT provide rack space, power, cooling, occasional maintenance access, limited maintenance support, and network connectivity to private networks available through the MREN Force10 network switch located inside the NUIT facility. POP 5/1/17-4/30/19. (Base and One Option Year).

## II. WORK REQUIREMENTS

### A. Technical Requirements

- a. Provide up to one-half of a standard 42U equipment rack for accommodation of a Cisco ASR1006 router. The equipment rack shall provide access to two 120-Volt power circuits with a capacity of 15 Amperes each. Power shall be provided by an uninterruptible power supply (UPS) with minimum 30 minutes of operational run time if power from the main supply is lost. Provide room Heating Ventilation and Air Conditioning (HVAC) such that the router operates at temperatures not to exceed (NTE) 80-degrees F. and 85-percent relative humidity at any time.
- b. Accept an OC-48 Packet-Over-SONET circuit for connection to a 10-gigE port on the ASR1006 router. Provide a 10-gigE connection from the ASR1006 to the Metropolitan Research and Education Network (MREN) Force10 10-gigE switch.
- c. Provide a 10/100/1000 Ethernet connection from the commodity Internet to a management port on the ASR1006 router.
- d. Provide authorized USGS or Cisco personnel access to the router rack for periods of up to 10 hours per day on a scheduled basis.
- e. USGS periodically will review router status logs for uptime and circuit errors. USGS will notify NUIT if a large number of circuit errors have occurred. NUIT shall provide an explanation for any unscheduled power or HVAC downtime and shall provide a remediation plan if power or HVAC downtime occurs twice in any one quarter of the year.

### B. Deliverables

- a. NUIT shall provide the technical requirements as described above on a 24x7 basis for 365 days. NUIT shall provide maintenance support functions periodically as needed (not to exceed twice in any one month), such as power-cycling the router or checking cable continuity, or conducting other first-level diagnostic functions as may be requested by the USGS point of contact (POC).

- b. NUIT shall provide email notification to the designated POC 24 hours in advance if power is to be scheduled down, or within 30 minutes of loss of power under emergency conditions.
- c. Delivery point for services shall be the NUIT facility at 750 North Lake Shore Drive, Suite 600, Chicago, Illinois. Delivery Period of Performance: Base Year – 5/1/17-4/30/18, Option Year One – 5/1/18-4/30/19.

### III. SUPPORTING INFORMATION

- A. Performance shall occur at NUIT facility, 750 North Lake Shore Drive, Suite 600, Chicago, Illinois.
- B. Period of Performance shall commence Date of Award and continue until 4/30/18.
- C. The Government has furnished the Cisco ASR1006 router mentioned above. Its value is \$133,440.
- D. Special Considerations.
  - a. Joe Mambretti, Director, International Center for Advanced Internet Research (iCAIR) (312) 503-0735 is considered to be the principal project manager for this contract.
  - b. There are no Data Rights involved in this contract. On-site safety and security, and personnel security for entry to the premises, are the responsibility of NUIT.

### COMMERCIAL CLAUSES

#### 52.212-4 -- Contract Terms and Conditions -- Commercial Items.

As prescribed in 12.301(b)(3), insert the following clause:

#### Contract Terms and Conditions -- Commercial Items (May 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered;  
and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.



- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
  - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
    - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
    - (B) Affected contract number and delivery order number, if applicable;
    - (C) Affected contract line item or subline item, if applicable; and
    - (D) Contractor point of contact.
  - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
  - (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.
  - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
  - (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C.

2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items.** As prescribed in 12.301(b)(4), insert the following clause:

**Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Jun 2016)**

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

- \_\_ (5) [Reserved].
- \_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- \_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- \_\_ (10) [Reserved].
- \_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- \_\_ (ii) Alternate I (Nov 2011) of 52.219-3.
- \_\_ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_ (ii) Alternate I (Jan 2011) of 52.219-4.
- \_\_ (13) [Reserved]
- \_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- \_\_ (ii) Alternate I (Nov 2011).
- \_\_ (iii) Alternate II (Nov 2011).
- \_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- \_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_ (iv) Alternate III (Oct 2015) of 52.219-9.
- \_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15



U.S.C. 637(m)).

- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).



- (45) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- (46)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.
- (iv) Alternate III (May 2014) of 52.225-3.
- (47) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (48) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (58)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64. (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_x\_ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

\_\_ (10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

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

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all

subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities. (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17. (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015) (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246). (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212). (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212) (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40. (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67). (xi) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627). (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67). (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67). (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989). (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015). (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6. (xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64. (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### GREEN ACQUISITION

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

- Alternative Fuels and Vehicles are described at <http://www.afdc.energy.gov/afdc/>
- Biobased Products are described at <http://www.biopreferred.gov/>



- Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally Preferable Computers are described at <http://www.epeat.net>
- Non-Ozone Depleting Products are described at <http://www.epa.gov/Ozone/snap/index.html>
- Recycled Products are described at <http://epa.gov/cpg>
- Water efficient products are described at <http://epa.gov/watersense/>

52.900S-1006  
2005

PREVENTION OF MALICIOUS CODE

MARCH

(a) Definitions

Malicious code is a computer code developed for the purpose of causing some form of intentional damage to computer systems or networks. Malicious code may be a complete program or code imbedded in software programs that appear to provide useful functions. The term includes computer viruses and other destructive programs, such as "Trojan Horses" and network "worms."

(b) The contractor must have in place an anti-virus procedure to ensure that media supplied is uncontaminated by malicious code.

(c) The contractor is required to scan all delivered software to insure it is free of malicious code prior to its installation or operation on USGS-owned computers or contractor-owned computers connected to USGS computer systems or networks. Contractors using diagnostics software disks or connecting to a non-USGS computer while performing repairs or upgrades to a USGS computer will scan the serviced computer's drive(s) to insure they are free of malicious code upon completion of the service call, or prior to return of serviced equipment, if servicing is performed off-site.

**IPv6**

Any IP product or system developed, acquired, or produced must interoperate with both IPv6 and IPv4 systems and products, and have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

**DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP) APRIL 2011**

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

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: N/A \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Contractor must use the IPP website to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

**TECHNICAL LIAISON – TECHNICAL DIRECTION**

**OCTOBER 1997**

a) The performance required herein shall be subject to the technical direction of the Technical Liaison (TL) as identified below. As used herein, "technical direction" is defined as direction to the contractor that fills in details, suggests possible lines of approach, or otherwise supplements the scope of the work set forth herein and shall not constitute a new assignment, and does not supersede or modify any article or clause of this contract.

(b) The Technical Liaison 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 Technical Liaison 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 Technical Liaison assigned for this contract is:

TBD:  
Telephone: 605-594-  
U.S. Geological Survey/EROS

47914 252<sup>nd</sup> St.  
Sioux Falls, SD 57198

**52.217-9 Option to Extend the Term of the Contract.**

As prescribed in 17.208(g), insert a clause substantially the same as the following:

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 24 months.

(End of clause)

## BRANCH REVIEW SHEET

**CONTRACT SPECIALIST:** Carolyn Hieb  
**RFP/CONTRACT NO:** G17PX00698  
**CONTRACTOR:** Northwestern University  
**DESCRIPTION:** Award  
**EST. VALUE:** \$20,280.00

---

***NOTE: ALL COMMENTS ARE CORRECT OR RESOLVE (IF NO CHANGE IS TO BE MADE, THE REVIEWER HAS TO AGREE AND MARK THE COMMENT RESOLVED).***

Approved

- [ X ] Approved for issuance/award subject to resolution of above/attached comments.
- [ ] Approved for submission to Peer/Legal review subject to resolution of below comments.
- [ ] Resubmit action for Branch Review after resolution of below/attached comments.

Signature:

Title: Contracting Officer Date: 5/22/2017

\_\_\_\_\_ for Chief, Acquisition Branch \_\_\_\_\_

Username

[Forgot Username?](#)

Password

[Forgot Password?](#)[Log In](#)[Create an Account](#)

# Entity Dashboard

[Entity Overview](#)[Entity Registration](#)[Core Data](#)[Assertions](#)[Reps & Certs](#)[POCs](#)[Exclusions](#)[Active Exclusions](#)[Inactive Exclusions](#)[Excluded Family Members](#)[RETURN TO SEARCH](#)

## NORTHWESTERN UNIVERSITY

DUNS: 005436803 CAGE Code: 01725

Status: Active

Expiration Date: 10/26/2017

Purpose of Registration: All Awards

633 CLARK ST  
EVANSTON, IL, 60208-0001,  
UNITED STATES

### Entity Registration

#### Entity Registration

Please see below for the entire Entity Registration record. If you would like have a copy of this list please use the **Print** button.

[PRINT](#)Current Record [VIEW SELECTED RECORD](#)DUNS Number:  
D&B Legal Business Name:  
Doing Business As:005436803  
NORTHWESTERN UNIVERSITY  
(none)

#### Core Data

[\[Expand All\]](#) | [\[Collapse All\]](#)

#### Business & TIN Information:

##### Business Information:

Business Start Date:	01/29/1851
Fiscal Year End Close Date:	08/31
Company Division Name:	OSR
Company Division Number:	
Corporate URL:	http://www.northwestern.edu/
Congressional District:	IL 09
Initial Registration Date:	06/29/2001
Submission Date:	10/26/2016
Activation Date:	10/26/2016
Expiration Date:	10/26/2017

##### Physical Address:

Address Line 1:	633 CLARK ST
City:	EVANSTON
State/Province:	IL
Country:	UNITED STATES
ZIP/Postal Code:	60208 - 0001

##### Mailing Address:

Address Line 1:	750 N. Lake Shore Drive
Address Line 2:	Rubloff 7th Floor
City:	Chicago
State/Province:	IL
Country:	UNITED STATES
ZIP/Postal Code:	60611 - 4579

#### CAGE/NCAGE Code

CAGE: 01725

Does this entity have an Immediate Owner? No

Does this entity have any Predecessors? No

#### General Information

Country of Incorporation:	UNITED STATES
State of Incorporation:	IL

#### Business Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the [SBA's Dynamic Small Business Search](#) if the entity completed the SBA Supplemental Pages during registration.



**Entity Structure**

Other

**Profit Structure**

Non-Profit Organization

**Entity Type**

Business or Organization

**Purpose of Registration**

All Awards

**Other Entity Qualifiers****Educational Institution**

Private University or College

**Financial Information**

Do you accept credit cards as a method of payment? No

**Account Details:**

CAGE Code: 01725

**Electronic Funds Transfer:****Automated Clearing House (ACH):****Executive Compensation Questions**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

**Proceedings Questions**

Registrants in the System for Award Management (SAM) respond to Proceedings questions in accordance with FAR 52.209-7, FAR 52.209-8, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

**SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results: Yes

**Assertions**[\[Expand All\]](#) | [\[Collapse All\]](#)**Goods & Services:****NAICS Codes Selected**

NAICS Code	Primary	Description
541611		ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES
541711		RESEARCH AND DEVELOPMENT IN BIOTECHNOLOGY
541712		RESEARCH AND DEVELOPMENT IN THE PHYSICAL, ENGINEERING, AND LIFE SCIENCES (EXCEPT BIOTECHNOLOGY)
541720		RESEARCH AND DEVELOPMENT IN THE SOCIAL SCIENCES AND HUMANITIES
611310	Yes	COLLEGES, UNIVERSITIES, AND PROFESSIONAL SCHOOLS

**Product & Service Codes Selected**

PSC

Description

**Size Metrics****World Wide:**

**Location (Optional):****EDI Information**

Do you wish to enter EDI Information for your non-government entity? -

**Disaster Response Information**Do you wish to be included in the Disaster Response Registry? No  
Does your company require bonding to bid on Contracts?**Geographic Area Served:****Representations and Certifications**[\[Expand All\]](#) | [\[Collapse All\]](#)**Representations and Certifications:**

I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, Michael Green, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent NORTHWESTERN UNIVERSITY in any of the above representations or certifications to the Government.

**READ ONLY PROVISIONS - The following FAR and DFARS provisions are provided for you to read. They do not require completion of any data. Select the provision number to expand and review the full text. When certifying to the information on this page, you are also certifying that you have read each one of these provisions.**

[FAR 52.203-11](#): Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

[FAR 52.209-10](#): Prohibition on Contracting with Inverted Domestic Corporations.

[FAR 52.212-5](#): Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.

[FAR 52.222-38](#): Compliance with Veterans' Employment Reporting Requirements

[FAR 52.222-50](#): Combating Trafficking in Persons

[FAR 52.222-56](#): Certification Regarding Trafficking in Persons Compliance Plan.

[FAR 52.223-1](#): Biobased Product Certification

[FAR 52.225-20](#) Prohibition on Conducting Restricted Business Operations in Sudan-Certification

[FAR 52.225-25](#): Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications

[FAR 52.227-6](#): Royalty Information (Alternate I)

[DFARS 252.209-7003](#) Reserve Officer Training Corps and Military Recruiting on Campus-Representation.

[DFARS 252.222-7007](#) Representation Regarding Combating Trafficking in Persons.

[DFARS 252.225-7003](#): Report of Intended Performance Outside the United States and Canada-Submission with Offer

[DFARS 252.225-7031](#): Secondary Arab Boycott of Israel

[DFARS 252.225-7042](#): Authorization to Perform

[DFARS 252.225-7050](#): Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism.

[DFARS 252.229-7012](#): Tax Exemptions (Italy)-Representation.

[DFARS 252.229-7013](#): Tax Exemptions (Spain)-Representation.

[DFARS 252.239-7011](#): Special Construction and Equipment Charges

[DFARS 252.247-7023](#): Transportation of Supplies by Sea (Alternate I, II)

**The FAR and DFARS provisions shown below have been populated based on data you provided earlier in your registration. Please open and review each provision before you proceed from this page. If you need to correct any data, a link will be provided to the relevant page for editing.**

[FAR 52.203-2](#): Certificate of Independent Price Determination.

[FAR 52.204-3](#): Taxpayer Identification

[FAR 52.204-5](#): Women-Owned Business (Other Than Small Business)

[FAR 52.204-17](#): Ownership or Control of Offeror

[FAR 52.204-20](#): Predecessor of Offeror

[FAR 52.209-2](#): Prohibition on Contracting with Inverted Domestic Corporations-Representation

[FAR 52.209-5](#): Certification Regarding Responsibility Matters

[FAR 52.209-11](#): Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

[FAR 52.212-3](#): Offeror Representations and Certifications -Commercial Items (Alternate I)

If no NAICS table is displayed, this registrant may not be considered a small business.

[FAR 52.214-14](#): Place of Performance-Sealed Bidding

[FAR 52.215-6](#): Place of Performance

[FAR 52.219-1](#): Small Business Program Representations (Alternate I)

If no NAICS table is displayed, this registrant may not be considered a small business.

[FAR 52.219-2](#): Equal Low Bids

[FAR 52.222-18](#): Certification Regarding Knowledge of Child Labor for Listed End Products

[FAR 52.222-22](#): Previous Contracts and Compliance Reports

[FAR 52.222-25](#): Affirmative Action Compliance

[FAR 52.222-48](#): Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification

[FAR 52.222-52](#): Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification

[FAR 52.223-4](#): Recovered Material Certification

[FAR 52.223-9](#): Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate I)

[FAR 52.225-2](#): Buy American Certificate

[FAR 52.225-4](#): Buy American-Free Trade Agreements-Israeli Trade Act Certificate

[FAR 52.225-6](#): Trade Agreements Certificate

[FAR 52.226-2](#): Historically Black College or University and Minority Institution Representation

[FAR 52.227-15](#): Representation of Limited Rights Data and Restricted Computer Software

[DFARS 252.209-7002](#): Disclosure of Ownership or Control by a Foreign Government

[DFARS 252.216-7008](#): Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government-Representation.

[DFARS 252.225-7000](#): Buy American--Balance of Payments Program Certificate.

[DFARS 252.225-7020](#): Trade Agreements Certificate.

[DFARS 252.225-7035](#): Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate (Alternate I, II, III, IV & V)

[DFARS 252.225-7049](#): Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations.

[DFARS 252.247-7022](#): Representation of Extent of Transportation by Sea

#### Points of Contact

[\[Expand All\]](#) | [\[Collapse All\]](#)

#### Mandatory Points of Contact:

##### Government Business POC

Title:  
 First Name: Lynda  
 Middle Name:  
 Last Name: Wolter  
 US Phone: (312)503-7955  
 Extension:  
 NON US Phone:  
 Notes:  
 Address Line 1: 750 N. Lake Shore Drive  
 Address Line 2: Rubloff 7th Floor  
 City: Chicago  
 State/Province: IL  
 Country: UNITED STATES  
 ZIP/Postal Code: 60611 - 4579

##### Accounts Receivable POC

##### Electronic Business POC

Title:  
 First Name: Michael  
 Middle Name:  
 Last Name: Green  
 US Phone: (847)491-2749  
 Extension:  
 NON US Phone:  
 Notes:  
 Address Line 1: 633 CLARK STREET  
 Address Line 2:  
 City: EVANSTON  
 State/Province: IL  
 Country: UNITED STATES  
 ZIP/Postal Code: 60208 - 1110

#### Optional Points of Contact:

##### Electronic Business Alternate POC

Title:  
 First Name: JANET  
 Middle Name:  
 Last Name: MAHER  
 US Phone: (847)491-0113  
 Extension:  
 NON US Phone:  
 Notes:  
 Address Line 1: 633 CLARK STREET  
 Address Line 2:  
 City: EVANSTON  
 State/Province: IL  
 Country: UNITED STATES  
 ZIP/Postal Code: 60208 - 1112



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[GSA.gov](#)  
[USA.gov](#)

WWW2

Save Draft Validate Print

Help

Award successfully validated. Changes since the last 'Save' operation have not been saved.

---

**Transaction Information**

**Award Type:** Purchase Order    **Prepared Date:** 05/18/2017 13:35:53    **Prepared User:** CHIEB  
**Award Status:** Draft    **Last Modified Date:** 05/18/2017 14:27:06    **Last Modified User:** CHIEB

**Document Information**

Award ID:	Agency	Procurement Identifier	Modification No	Trans No
	1434	ING17PX00698	0	0
<b>Referenced IDV ID:</b>				
<b>Reason For Modification:</b>				
<b>Solicitation ID:</b>	G17PS00491			
<b>Treasury Account Symbol:</b>	14	0804		
			Initiative: Select One	

**Dates**

Dates	Amounts
<b>Date Signed (mm/dd/yyyy):*</b>	05/18/2017
<b>Effective Date (mm/dd/yyyy):*</b>	05/18/2017
<b>Completion Date (mm/dd/yyyy):*</b>	04/30/2019
<b>Est. Ultimate Completion Date (mm/dd/yyyy):*</b>	04/30/2019
	<b>Action Obligation:*</b> \$10,140.00
	<b>Base And Exercised Options Value:*</b> \$10,140.00
	<b>Base And All Options Value:*</b> \$20,280.00
	<b>Fee Paid for Use of IDV:</b> \$0.00

**Purchaser Information**

<b>Contracting Office Agency ID:*</b>	1434	<b>Contracting Office Agency Name:</b>	US GEOLOGICAL SURVEY
<b>Contracting Office ID:*</b>	140G01	<b>Contracting Office Name:</b>	US GEOLOGICAL SURVEY
<b>Funding Agency ID:*</b>	1434	<b>Funding Agency Name:</b>	US GEOLOGICAL SURVEY
<b>Funding Office ID:*</b>	140G01	<b>Funding Office Name:</b>	US GEOLOGICAL SURVEY
<b>Foreign Funding:*</b>	Not Applicable		

**Contractor Information**

**SAM Exception:** PLEASE SELECT SAM EXCEPTION BY CLICKING THE ELLIPSIS (...) BUTTON

**DUNS No:\*** 005436803

**Vendor Name:** NORTHWESTERN UNIVERSITY

**DBAN:**

**Street:** 633 CLARK ST

**Street2:**

**City:** EVANSTON

**State:** IL    **Zip:** 602080001

**Country:** UNITED STATES

**Phone:** (312) 503-7955

**Fax No:** (312) 503-2234

**Congressional District:** ILLINOIS 09

[Show Details](#)

**Business Category**

<b>Organization Type:</b>	OTHER	<b>Line Of Business</b> <input checked="" type="checkbox"/> Educational Institution <input checked="" type="checkbox"/> Relationship With Federal Government <input checked="" type="checkbox"/> Both (Contracts and Grants) <b>Organization Factors</b> <input checked="" type="checkbox"/> Non Profit Organization <b>Educational Entities</b> <input checked="" type="checkbox"/> Private University or College
<b>Number of Employees:</b>	10554	
<b>State of Incorporation:</b>	IL	
<b>Country of Incorporation:</b>	USA	
<b>Annual Revenue:</b>	\$2,000,000,000	

**Contract Data**

**Type of Contract:\*** Firm Fixed Price

**Multiyear Contract:** Select One

**Major Program:**

**National Interest Action:\*** None

**Cost Or Pricing Data:** Select One

**Purchase Card Used As Payment Method:\*** No

**Undefinited Action:\*** No

Yes - Service where PBA is used.

**Performance Based Service Acquisition:**  
 \* FY 2004 and prior; 80% or more specified as performance requirement  
 \* FY 2005 and later; 50% or more specified as performance requirement

**Contingency Humanitarian Peacekeeping Operation:**

Not Applicable

**Contract Financing:**

Select One

**Cost Accounting Standards Clause:**

Select One

**Consolidated Contract:**

Not Consolidated

**Number Of Actions:**

1

**Legislative Mandates**

**Principal Place of Performance**

**Clinger-Cohen Act:**

Yes

**Service Contract Act:**

Not Applicable

**Walsh-Healey Act:**

Not Applicable

**Davis Bacon Act:**

Not Applicable

**Interagency Contracting**

Not Applicable

**Authority:**

**Other Interagency Contracting Statutory Authority:**

(1000 characters)

**Principal Place Of Performance Code:**

State	Location	Country
IL		USA

**Principal Place Of Performance County Name:**

COOK

**Principal Place Of Performance City Name:**

EVANSTON

**Congressional District Place Of Performance:**

09

**Place Of Performance Zip Code(+4):**

60208 - 0001 [USPS ZIP Codes](#)

**Product Or Service Information**

**Product/Service Code:**

D316 **Description:** IT AND TELECOM- TELECOMMUNICATIONS NETW

**Principal NAICS Code:**

611310 **Description:** COLLEGES, UNIVERSITIES, AND PROFESSIONAL S

**Bundled Contract:**

Not Bundled

**DOD Acquisition Program:**

**Description:**

**Country of Product or Service Origin:**

USA UNITED STATES

**Place of Manufacture:**

Not a manufactured end product

**Domestic or Foreign Entity:**

U.S. Owned Business

**Recovered Materials/Sustainability:**

Environmentally preferable [OMB Policy on Sustainable Acquisition](#)

**InfoTech Commercial Item Category:**

Select One

**Claimant Program Code:**

**Description:**

**Sea Transportation:**

Select One

**GFP Provided Under This Action:**

Transaction does not use GFP

**Use Of EPA Designated Products:**

Meets Requirements

**Description Of Requirement:**

(4000 characters)

IGF::OT::IGF  
 DOB055 NUIT 12 MONTH RACK SPACE RENTAL

**Competition Information**

**Extent Competed For Referenced IDV:**

**Extent Competed:**

Not Competed under SAP

**Solicitation Procedures:**

Simplified Acquisition

**Type Of Set Aside:**

No set aside used.

**Evaluated Preference:**

No Preference used

**SBIR/STTR:**

Select One

**Fair Opportunity/Limited Sources:**

Select One

**Other Than Full And Open Competition:**

SAP Non-Competition (FAR 13)

**Local Area Set Aside:**

No

**FedBizOpps:**

Yes

**A76 Action:**

No

**Commercial Item Acquisition Procedures:**

Commercial Item

**Number Of Offers Received:**

1

**Small Business Competitiveness Demonstration Program:**

**Commercial Item Test Program:**

No

**Preference Programs / Other Data**

**Contracting Officer's Business Size Selection:**\*

**Subcontract Plan:**\*

**Price Evaluation Percent Difference:**

Other than Small Business ▾

Plan Not Required ▾

0 %



**ORDER FOR SUPPLIES OR SERVICES**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 05/22/2017		2. CONTRACT NO. (If any)		6. SHIP TO: a. NAME OF CONSIGNEE USGS EROS Data Center	
3. ORDER NO. G17PX00698		4. REQUISITION/REFERENCE NO. 0040325233		b. STREET ADDRESS 47914 252nd Street	
5. ISSUING OFFICE (Address correspondence to) USGS NATIONAL ACQUISITION BRANCH 205 NATIONAL CENTER 12201 SUNRISE VALLEY DRIVE RESTON VA 20192				c. CITY Sioux Falls	
				d. STATE SD	e. ZIP CODE 57198

7. TO: Gladys Villareal			f. SHIP VIA		
a. NAME OF CONTRACTOR NORTHWESTERN UNIVERSITY			8. TYPE OF ORDER <input checked="" type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY		
b. COMPANY NAME			REFERENCE YOUR:		
c. STREET ADDRESS 633 CLARK ST			Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
d. CITY EVANSTON		e. STATE IL	f. ZIP CODE 60208-0001		

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA See Schedule			10. REQUISITIONING OFFICE USGS EROS Data Center		
--	--	--	--	--	--

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					12. F.O.B. POINT Destination
---	--	--	--	--	---------------------------------

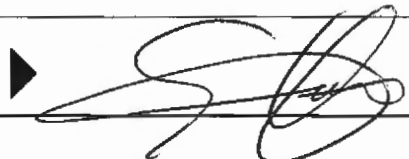
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple		16. DISCOUNT TERMS
--	--	------------------------------	------------------------	--	--	--	--------------------

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	THE ATTACHED REQUIREMENT, CLAUSES AND QUOTATION ARE HEREBY INCORPORATED INTO THIS PURCHASE ORDER. FOR QUESTIONS CONCERNING THIS PURCHASE ORDER, PLEASE CONTACT CAROLYN HIEB, PURCHASING AGENT, CHIEB@USGS.GOV. Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME Invoice Processing Platform System					\$10,140.00	
b. STREET ADDRESS (or P.O. Box) US Department of Treasury http://www.ipp.gov						
c. CITY					d. STATE	e. ZIP CODE
					\$10,140.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)			23. NAME (Typed) Carolyn Hieb TITLE: CONTRACTING/ORDERING OFFICER		
---	--	--	---	--	--



**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/22/2017	CONTRACT NO.	ORDER NO. G17PX00698
-----------------------------	--------------	-------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	PR: 40325233 DUNS: 005436803  Invoice Review Required: N Admin Office: USGS OAG EROS Data Center 47914 252nd Street Sioux Falls SD 57198-9801 Period of Performance: 05/18/2017 to 04/30/2019					
00010	NUIT Facility Rack Space Rental for USGS/EROS Equipment residing there. 12 Month NUIT Facility Rack Space Rental. In accordance with attached quotation/pricing in response to FBO RFQ# G17PS00491, provide item #10. POP: Date of Award-4/30/18.  Technical POC: Tom Sohre tsohre@usgs.gov or Clinton Store cstore@usgs  Delivery: 04/30/2018 Accounting Info: 01 Account Assignm: K G/L Account: 6100.257C0 Business Area: G000 Commitment Item: 257C00 Cost Center: GGHCED0000 Functional Area: GB0BB0000.460000 Fund: 17XG0804XD Fund Center: GGHCED0000 Project/WBS: GX.17.ED00.COM5X.CO PR Acct Assign: 01 Funded: \$10,140.00 Period of Performance: 05/18/2017 to 04/30/2018				10,140.00	
00020	Option Year One. NUIT Facility Rack Space Rental for USGS/EROS Equipment residing there. 12 Month NUIT Facility Rack Space Rental. In accordance with attached quotation/pricing in response to FBO RFQ# G17PS00491, provide item #20. POP: 5/1/18-4/30/19. Amount: \$10,140.00 (Option Line Item) Continued ...				0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**\$10,140.00**

**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/22/2017	CONTRACT NO.	ORDER NO. G17PX00698
-----------------------------	--------------	-------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	05/01/2018  Delivery: 04/30/2019 Accounting Info: 01 Funded: \$0.00 Period of Performance: 05/01/2018 to 04/30/2019  The total amount of award: \$20,280.00. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

Requirement: The Internet2 Network and Service provides the USGS/EROS with the following opportunities and requirements:

- Ability to participate on several advisory councils, collaborate in a variety of working groups and special interest groups, and are encouraged to participate in the strategic planning process. This provides USGS/EROS a voice into the growth and planning of this extremely important network.
- Access to the 24x7x365 Network Operations Center (NOC) that includes both call center and engineering functions. In the event of a suspected issue with the Internet2 network service, all inquiries can be directed to the NOC either via e-mail ([noc@net.internt2.edu](mailto:noc@net.internt2.edu)) or direct telephone call (317-278-6622). Issues will be tracked in a trouble ticket system and EROS will receive regular updates on resolution efforts.
- Access to an IP and an Ethernet network service, with the ability to recover the network backbone in the event of a cut fiber or similar issue. The IP service will automatically route around faults in the network to reachable destinations. The Ethernet service enables users of that service to configure back up paths through the network, so that if the primary path goes down, the backup path will automatically be utilized. These capabilities are limited to the Internet2 network itself and do not include off-network third party connections or to items impacting single access ports.

Period of performance: Date of Award-4/30/18

Option Year 1 POP: 5/1/18-4/30/19.

## COMMERCIAL CLAUSES

### 52.212-4 -- Contract Terms and Conditions -- Commercial Items.

As prescribed in 12.301(b)(3), insert the following clause:

#### Contract Terms and Conditions -- Commercial Items (May 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered;  
and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.



(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items.** As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

**Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Jun 2016)**

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

(1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))). (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

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

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

(5) [Reserved].

(6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors

- Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) [Reserved].
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (ii) Alternate I (Nov 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (Jan 2011) of 52.219-4.
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Oct 2015) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).



- \_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- \_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_\_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- \_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_\_ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Oct 2015) of 52.223-13.
- \_\_ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- x (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- \_\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- \_\_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- \_\_ (45) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_ (46)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_ (ii) Alternate I (May 2014) of 52.225-3.

- \_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
- \_\_\_ (47) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (48) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X\_\_\_ (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_\_ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (58)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- \_x\_ (ii) Alternate I (Apr 2003) of 52.247-64. (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:  
  
[Contracting Officer check as appropriate.]
- \_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- \_\_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_x\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to

Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

(10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

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

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities. (iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-](#)

[17](#). (iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015) (v) [52.222-26](#), Equal



Opportunity (Apr 2015) (E.O. 11246). (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212). (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212) (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40. (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67). (xi) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627). (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67). (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67). (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989). (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015). (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6. (xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64. (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### GREEN ACQUISITION

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

- Alternative Fuels and Vehicles are described at <http://www.afdc.energy.gov/afdc/>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally Preferable Computers are described at <http://www.epeat.net>
- Non-Ozone Depleting Products are described at <http://www.epa.gov/Ozone/snap/index.html>

- Recycled Products are described at <http://epa.gov/cpg>
- Water efficient products are described at <http://epa.gov/watersense/>

**52.900S-1006  
2005**

**PREVENTION OF MALICIOUS CODE**

**MARCH**

(a) Definitions

Malicious code is a computer code developed for the purpose of causing some form of intentional damage to computer systems or networks. Malicious code may be a complete program or code imbedded in software programs that appear to provide useful functions. The term includes computer viruses and other destructive programs, such as "Trojan Horses" and network "worms."

(b) The contractor must have in place an anti-virus procedure to ensure that media supplied is uncontaminated by malicious code.

(c) The contractor is required to scan all delivered software to insure it is free of malicious code prior to its installation or operation on USGS-owned computers or contractor-owned computers connected to USGS computer systems or networks. Contractors using diagnostics software disks or connecting to a non-USGS computer while performing repairs or upgrades to a USGS computer will scan the serviced computer's drive(s) to insure they are free of malicious code upon completion of the service call, or prior to return of serviced equipment, if servicing is performed off-site.

**IPv6**

Any IP product or system developed, acquired, or produced must interoperate with both IPv6 and IPv4 systems and products, and have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

**DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP) APRIL 2011**

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

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: N/A \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Contractor must use the IPP website to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

**TECHNICAL LIAISON – TECHNICAL DIRECTION**

**OCTOBER 1997**

a) The performance required herein shall be subject to the technical direction of the Technical Liaison (TL) as identified below. As used herein, "technical direction" is defined as direction to the contractor that fills in details, suggests possible lines of approach, or otherwise supplements the scope of the work set forth herein and shall not constitute a new assignment, and does not supersede or modify any article or clause of this contract.

(b) The Technical Liaison 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 Technical Liaison 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 Technical Liaison assigned for this contract is:

Tom Sohre [tsohre@usgs.gov](mailto:tsohre@usgs.gov)  
Telephone: 605-594-2886  
U.S. Geological Survey/EROS  
47914 252<sup>nd</sup> St.  
Sioux Falls, SD 57198

**52.217-9 Option to Extend the Term of the Contract.**

As prescribed in 17.208(g), insert a clause substantially the same as the following:  
Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 24 months.

(End of clause)

**ORDER FOR SUPPLIES OR SERVICES**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 05/22/2017		2. CONTRACT NO. (If any)		6. SHIP TO:	
3. ORDER NO. G17PX00698		4. REQUISITION/REFERENCE NO. 0040325233		a. NAME OF CONSIGNEE USGS EROS Data Center	
5. ISSUING OFFICE (Address correspondence to) USGS NATIONAL ACQUISITION BRANCH 205 NATIONAL CENTER 12201 SUNRISE VALLEY DRIVE RESTON VA 20192				b. STREET ADDRESS 47914 252nd Street	
				c. CITY Sioux Falls	e. ZIP CODE 57198
7. TO: Gladys Villareal				f. SHIP VIA	
a. NAME OF CONTRACTOR NORTHWESTERN UNIVERSITY				8. TYPE OF ORDER	
b. COMPANY NAME				<input checked="" type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 633 CLARK ST				REFERENCE YOUR:	
d. CITY EVANSTON				e. STATE IL	
				f. ZIP CODE 60208-0001	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE USGS EROS Data Center	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	Destination	
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM	<input type="checkbox"/> e. HUBZone			
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS	

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	THE ATTACHED REQUIREMENT, CLAUSES AND QUOTATION ARE HEREBY INCORPORATED INTO THIS PURCHASE ORDER. FOR QUESTIONS CONCERNING THIS PURCHASE ORDER, PLEASE CONTACT CAROLYN HIEB, PURCHASING AGENT, CHIEB@USGS.GOV. Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
21. MAIL INVOICE TO:							
a. NAME		Invoice Processing Platform System				\$10,140.00	17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box)		US Department of Treasury http://www.ipp.gov					
c. CITY		d. STATE	e. ZIP CODE		\$10,140.00		

22. UNITED STATES OF AMERICA BY (Signature) 			23. NAME (Typed) Carolyn Hieb TITLE: CONTRACTING/ORDERING OFFICER			
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**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
05/22/2017

CONTRACT NO.

ORDER NO.  
G17PX00698

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00010	PR: 40325233 DUNS: 005436803  Invoice Review Required: N Admin Office: USGS OAG EROS Data Center 47914 252nd Street Sioux Falls SD 57198-9801 Period of Performance: 05/18/2017 to 04/30/2019  NUIT Facility Rack Space Rental for USGS/EROS Equipment residing there. 12 Month NUIT Facility Rack Space Rental. In accordance with attached quotation/pricing in response to FBO RFQ# G17PS00491, provide item #10. POP: Date of Award-4/30/18.  Technical POC: Tom Sohre tsohre@usgs.gov or Clinton Store cstore@usgs  Delivery: 04/30/2018 Accounting Info: 01 Account Assignm: K G/L Account: 6100.257C0 Business Area: G000 Commitment Item: 257C00 Cost Center: GGHCED0000 Functional Area: GB0BB0000.460000 Fund: 17XG0804XD Fund Center: GGHCED0000 Project/WBS: GX.17.ED00.COM5X.C0 PR Acct Assign: 01 Funded: \$10,140.00 Period of Performance: 05/18/2017 to 04/30/2018				10,140.00	
00020	Option Year One. NUIT Facility Rack Space Rental for USGS/EROS Equipment residing there. 12 Month NUIT Facility Rack Space Rental. In accordance with attached quotation/pricing in response to FBO RFQ# G17PS00491, provide item #20. POP: 5/1/18-4/30/19. Amount: \$10,140.00 (Option Line Item) Continued ...				0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$10,140.00

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
05/22/2017

CONTRACT NO.

ORDER NO.  
G17PX00698

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	05/01/2018  Delivery: 04/30/2019 Accounting Info: 01 Funded: \$0.00 Period of Performance: 05/01/2018 to 04/30/2019  The total amount of award: \$20,280.00. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

Requirement: The Internet2 Network and Service provides the USGS/EROS with the following opportunities and requirements:

- Ability to participate on several advisory councils, collaborate in a variety of working groups and special interest groups, and are encouraged to participate in the strategic planning process. This provides USGS/EROS a voice into the growth and planning of this extremely important network.
- Access to the 24x7x365 Network Operations Center (NOC) that includes both call center and engineering functions. In the event of a suspected issue with the Internet2 network service, all inquiries can be directed to the NOC either via e-mail ([noc@net.internet2.edu](mailto:noc@net.internet2.edu)) or direct telephone call (317-278-6622). Issues will be tracked in a trouble ticket system and EROS will receive regular updates on resolution efforts.
- Access to an IP and an Ethernet network service, with the ability to recover the network backbone in the event of a cut fiber or similar issue. The IP service will automatically route around faults in the network to reachable destinations. The Ethernet service enables users of that service to configure back up paths through the network, so that if the primary path goes down, the backup path will automatically be utilized. These capabilities are limited to the Internet2 network itself and do not include off-network third party connections or to items impacting single access ports.

Period of performance: Date of Award-4/30/18

Option Year 1 POP: 5/1/18-4/30/19.

## COMMERCIAL CLAUSES

### 52.212-4 -- Contract Terms and Conditions -- Commercial Items.

As prescribed in 12.301(b)(3), insert the following clause:

#### Contract Terms and Conditions -- Commercial Items (May 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered;  
and



(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.
  - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
  - (2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items.** As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

**Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Jun 2016)**

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

- (1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))). (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (5) [Reserved].
- (6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors



Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

- \_\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- \_\_\_ (10) [Reserved].
- \_\_\_ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- \_\_\_ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- \_\_\_ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_\_ (ii) Alternate I (Jan 2011) of [52.219-4](#).
- \_\_\_ (13) [Reserved]
- \_\_\_ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- \_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- \_\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2015) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Oct 2015) of [52.219-9](#).
- \_\_\_ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_\_ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- \_\_\_ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- \_x\_ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- \_x\_ (28) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

- \_\_\_ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- \_\_\_ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- \_\_\_ (31) [52.222-37](#), Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- \_\_\_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (34) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_\_ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_\_ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_\_\_ (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- \_\_\_ (39)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- \_x\_ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- \_\_\_ (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- \_\_\_ (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_\_ (43) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- \_\_\_ (44) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- \_\_\_ (45) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- \_\_\_ (46)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (May 2014) of [52.225-3](#).

- \_\_\_ (iii) Alternate II (May 2014) of [52.225-3](#).
- \_\_\_ (iv) Alternate III (May 2014) of [52.225-3](#).
- \_\_\_ (47) [52.225-5](#), Trade Agreements (Feb 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- \_\_\_ (48) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (49) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- \_\_\_ (50) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (51) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (52) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_\_ (53) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- X\_\_\_ (54) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_\_ (55) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_\_ (56) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- \_\_\_ (57) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- \_\_\_ (58)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- \_x\_ (ii) Alternate I (Apr 2003) of [52.247-64](#). (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- \_\_\_ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- \_\_\_ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- \_\_\_ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_x\_ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to

Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_x\_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

\_\_ (10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

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

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#). (iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015) (v) [52.222-26](#), Equal

Opportunity (Apr 2015) (E.O. 11246). (vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)). (vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)). (viii) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#)) (ix) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#). (x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)). (xi) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)). (xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)). (xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)). (xiv) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989). (xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015). (xvi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)). (xvii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#). (xviii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#). (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### GREEN ACQUISITION

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

- Alternative Fuels and Vehicles are described at <http://www.afdc.energy.gov/afdc/>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally Preferable Computers are described at <http://www.epeat.net>
- Non-Ozone Depleting Products are described at <http://www.epa.gov/Ozone/snap/index.html>

- Recycled Products are described at <http://epa.gov/cpg>
- Water efficient products are described at <http://epa.gov/watersense/>

**52.900S-1006  
2005**

**PREVENTION OF MALICIOUS CODE**

**MARCH**

(a) Definitions

Malicious code is a computer code developed for the purpose of causing some form of intentional damage to computer systems or networks. Malicious code may be a complete program or code imbedded in software programs that appear to provide useful functions. The term includes computer viruses and other destructive programs, such as "Trojan Horses" and network "worms."

(b) The contractor must have in place an anti-virus procedure to ensure that media supplied is uncontaminated by malicious code.

(c) The contractor is required to scan all delivered software to insure it is free of malicious code prior to its installation or operation on USGS-owned computers or contractor-owned computers connected to USGS computer systems or networks. Contractors using diagnostics software disks or connecting to a non-USGS computer while performing repairs or upgrades to a USGS computer will scan the serviced computer's drive(s) to insure they are free of malicious code upon completion of the service call, or prior to return of serviced equipment, if servicing is performed off-site.

**IPv6**

Any IP product or system developed, acquired, or produced must interoperate with both IPv6 and IPv4 systems and products, and have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

**DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP) APRIL 2011**

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

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: N/A \_\_\_\_\_

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The Contractor must use the IPP website to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

**TECHNICAL LIAISON – TECHNICAL DIRECTION**

**OCTOBER 1997**

a) The performance required herein shall be subject to the technical direction of the Technical Liaison (TL) as identified below. As used herein, "technical direction" is defined as direction to the contractor that fills in details, suggests possible lines of approach, or otherwise supplements the scope of the work set forth herein and shall not constitute a new assignment, and does not supersede or modify any article or clause of this contract.

(b) The Technical Liaison 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 Technical Liaison 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 Technical Liaison assigned for this contract is:

Tom Sohre [tsohre@usgs.gov](mailto:tsohre@usgs.gov)  
 Telephone: 605-594-2886  
 U.S. Geological Survey/EROS  
 47914 252<sup>nd</sup> St.  
 Sioux Falls, SD 57198

**52.217-9 Option to Extend the Term of the Contract.**

As prescribed in [17.208\(g\)](#), insert a clause substantially the same as the following:  
 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 24 months.

(End of clause)







Hieb, Carolyn &lt;chieb@usgs.gov&gt;

**Re: REVIEW/APPROVE G17PX00698 PR 40325233 Sohre NUIT (Northwestern University)**

1 message

**Collier, Ryan** <rcollier@usgs.gov>  
To: "Hieb, Carolyn" <chieb@usgs.gov>

Mon, May 22, 2017 at 3:05 PM

Approved!

Ryan Collier  
Contracting Officer  
U.S. Geological Survey  
National Acquisition Branch  
P: 605-594-2749  
E: [rcollier@usgs.gov](mailto:rcollier@usgs.gov)

The following is for internal USGS only. This is your invitation to complete a survey that will help the Office of Acquisition and Grants (OAG) track and improve customer service. [Take the Survey](#)

On Mon, May 22, 2017 at 2:05 PM, Hieb, Carolyn <[chieb@usgs.gov](mailto:chieb@usgs.gov)> wrote:

Yes apparently so - I went to the file and it wasn't there and I had put it there prior to moving the FPDS which took quite a while to move friday!

It is there now

C

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501

Think Big, Travel Light... Seek Knowledge. Be Kind, Be Really Kind - Laugh Often...  
Forgive Others...Forgive Yourself.. Live Intentionally!

On Mon, May 22, 2017 at 8:55 AM, Collier, Ryan <[rcollier@usgs.gov](mailto:rcollier@usgs.gov)> wrote:

I haven't been able to get the OF347 to print, it only starts with page 4 and I didn't see the D01 document in the file so i was wondering if you were having the same issues?

Ryan Collier  
Contracting Officer  
U.S. Geological Survey  
National Acquisition Branch  
P: 605-594-2749  
E: [rcollier@usgs.gov](mailto:rcollier@usgs.gov)

The following is for internal USGS only. This is your invitation to complete a survey that will help the Office of Acquisition and Grants (OAG) track and improve customer service. [Take the Survey](#)

On Thu, May 18, 2017 at 2:13 PM, Hieb, Carolyn <[chieb@usgs.gov](mailto:chieb@usgs.gov)> wrote:  
Thanks!

8/14/2018

DEPARTMENT OF THE INTERIOR Mail - Re: REVIEW/APPROVE G17PX00698 PR 40325233 Sohre NUIT (Northwestern University)

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501

Think Big, Travel Light... Seek Knowledge. Be Kind, Be Really Kind - Laugh Often...  
Forgive Others...Forgive Yourself.. Live Intentionally!



Hieb, Carolyn <chieb@usgs.gov>

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## Here it is G17PX0698

1 message

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**Hieb, Carolyn** <chieb@usgs.gov>  
To: Michael Lepe <mlepe@usgs.gov>

Wed, Aug 8, 2018 at 12:38 PM

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501

Think Big, Travel Light... Seek Knowledge. Be Kind, Be Really Kind - Laugh Often...  
Forgive Others...Forgive Yourself.. Live Intentionally!



**D01 Final Award Exec G17PX00698 NUIT Base.pdf**  
7309K

**ORDER FOR SUPPLIES OR SERVICES**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 05/22/2017		2. CONTRACT NO. (If any)		8. SHIP TO: a. NAME OF CONSIGNEE USGS EROS Data Center	
3. ORDER NO. G17PX00698		4. REQUISITION/REFERENCE NO. 0040325233		b. STREET ADDRESS 47914 252nd Street	
5. ISSUING OFFICE (Address correspondence to) USGS NATIONAL ACQUISITION BRANCH 205 NATIONAL CENTER 12201 SUNRISE VALLEY DRIVE RESTON VA 20192				c. CITY Sioux Falls	
				d. STATE SD	e. ZIP CODE 57198

7. TO: Gladys Villareal		f. SHIP VIA	
a. NAME OF CONTRACTOR NORTHWESTERN UNIVERSITY		8. TYPE OF ORDER <input checked="" type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY	
b. COMPANY NAME		REFERENCE YOUR:	
c. STREET ADDRESS 633 CLARK ST		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any. Including delivery as indicated.	
d. CITY EVANSTON		e. STATE IL	f. ZIP CODE 60208-0001

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE USGS EROS Data Center	
--	--	--	--

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM		<input type="checkbox"/> h. EDWOSB		

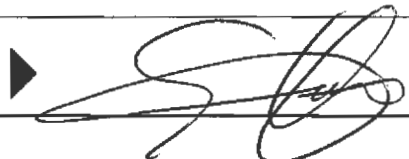
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple		16. DISCOUNT TERMS	
a. INSPECTION Destination	b. ACCEPTANCE Destination						

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	THE ATTACHED REQUIREMENT, CLAUSES AND QUOTATION ARE HEREBY INCORPORATED INTO THIS PURCHASE ORDER. FOR QUESTIONS CONCERNING THIS PURCHASE ORDER, PLEASE CONTACT CAROLYN HIEB, PURCHASING AGENT, CHIEB@USGS.GOV. Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME		Invoice Processing Platform System				\$10,140.00
b. STREET ADDRESS (or P.O. Box)		US Department of Treasury http://www.ipp.gov				
c. CITY		d. STATE	e. ZIP CODE			\$10,140.00

22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) Carolyn Hieb TITLE: CONTRACTING/ORDERING OFFICER	
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**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/22/2017	CONTRACT NO.	ORDER NO. G17PX00698
-----------------------------	--------------	-------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	PR: 40325233 DUNS: 005436803  Invoice Review Required: N Admin Office: USGS OAG EROS Data Center 47914 252nd Street Sioux Falls SD 57198-9801 Period of Performance: 05/18/2017 to 04/30/2019					
00010	NUIT Facility Rack Space Rental for USGS/EROS Equipment residing there. 12 Month NUIT Facility Rack Space Rental. In accordance with attached quotation/pricing in response to FBO RFQ# G17PS00491, provide item #10. POP: Date of Award-4/30/18.  Technical POC: Tom Sohre tsohre@usgs.gov or Clinton Store cstore@usgs  Delivery: 04/30/2018 Accounting Info: 01 Account Assignm: K G/L Account: 6100.257C0 Business Area: G000 Commitment Item: 257C00 Cost Center: GGHCED0000 Functional Area: GB0BB0000.460000 Fund: 17XG0804XD Fund Center: GGHCED0000 Project/WBS: GX.17.ED00.COM5X.CO PR Acct Assign: 01 Funded: \$10,140.00 Period of Performance: 05/18/2017 to 04/30/2018				10,140.00	
00020	Option Year One. NUIT Facility Rack Space Rental for USGS/EROS Equipment residing there. 12 Month NUIT Facility Rack Space Rental. In accordance with attached quotation/pricing in response to FBO RFQ# G17PS00491, provide item #20. POP: 5/1/18-4/30/19. Amount: \$10,140.00 (Option Line Item) Continued ...				0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**\$10,140.00**

**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/22/2017	CONTRACT NO.	ORDER NO. G17PX00698
-----------------------------	--------------	-------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	05/01/2018  Delivery: 04/30/2019 Accounting Info: 01 Funded: \$0.00 Period of Performance: 05/01/2018 to 04/30/2019  The total amount of award: \$20,280.00. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00



Requirement: The Internet2 Network and Service provides the USGS/EROS with the following opportunities and requirements:

- Ability to participate on several advisory councils, collaborate in a variety of working groups and special interest groups, and are encouraged to participate in the strategic planning process. This provides USGS/EROS a voice into the growth and planning of this extremely important network.
- Access to the 24x7x365 Network Operations Center (NOC) that includes both call center and engineering functions. In the event of a suspected issue with the Internet2 network service, all inquiries can be directed to the NOC either via e-mail ([noc@net.internt2.edu](mailto:noc@net.internt2.edu)) or direct telephone call (317-278-6622). Issues will be tracked in a trouble ticket system and EROS will receive regular updates on resolution efforts.
- Access to an IP and an Ethernet network service, with the ability to recover the network backbone in the event of a cut fiber or similar issue. The IP service will automatically route around faults in the network to reachable destinations. The Ethernet service enables users of that service to configure back up paths through the network, so that if the primary path goes down, the backup path will automatically be utilized. These capabilities are limited to the Internet2 network itself and do not include off-network third party connections or to items impacting single access ports.

Period of performance: Date of Award-4/30/18

Option Year 1 POP: 5/1/18-4/30/19.

## COMMERCIAL CLAUSES

### 52.212-4 -- Contract Terms and Conditions -- Commercial Items.

As prescribed in 12.301(b)(3), insert the following clause:

#### Contract Terms and Conditions -- Commercial Items (May 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered;  
and



(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items.** As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

**Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Jun 2016)**

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

(1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))). (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

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

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

(5) [Reserved].

(6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors



- Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) [Reserved].
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (ii) Alternate I (Nov 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (Jan 2011) of 52.219-4.
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Oct 2015) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

- \_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- \_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_\_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- \_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_\_ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Oct 2015) of 52.223-13.
- \_\_ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- x (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- \_\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- \_\_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- \_\_ (45) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_ (46)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_ (ii) Alternate I (May 2014) of 52.225-3.



- (iii) Alternate II (May 2014) of 52.225-3.
- (iv) Alternate III (May 2014) of 52.225-3.
- (47) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (48) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (58)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64. (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to

Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_x\_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

\_\_ (10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

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

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#). (iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015) (v) [52.222-26](#), Equal

Opportunity (Apr 2015) (E.O. 11246). (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212). (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212) (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40. (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67). (xi) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627). (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67). (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67). (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989). (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015). (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6. (xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64. (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### GREEN ACQUISITION

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

- Alternative Fuels and Vehicles are described at <http://www.afdc.energy.gov/afdc/>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally Preferable Computers are described at <http://www.epeat.net>
- Non-Ozone Depleting Products are described at <http://www.epa.gov/Ozone/snap/index.html>

- Recycled Products are described at <http://epa.gov/cpg>
- Water efficient products are described at <http://epa.gov/watersense/>

**52.900S-1006  
2005**

**PREVENTION OF MALICIOUS CODE**

**MARCH**

(a) Definitions

Malicious code is a computer code developed for the purpose of causing some form of intentional damage to computer systems or networks. Malicious code may be a complete program or code imbedded in software programs that appear to provide useful functions. The term includes computer viruses and other destructive programs, such as "Trojan Horses" and network "worms."

(b) The contractor must have in place an anti-virus procedure to ensure that media supplied is uncontaminated by malicious code.

(c) The contractor is required to scan all delivered software to insure it is free of malicious code prior to its installation or operation on USGS-owned computers or contractor-owned computers connected to USGS computer systems or networks. Contractors using diagnostics software disks or connecting to a non-USGS computer while performing repairs or upgrades to a USGS computer will scan the serviced computer's drive(s) to insure they are free of malicious code upon completion of the service call, or prior to return of serviced equipment, if servicing is performed off-site.

**IPv6**

Any IP product or system developed, acquired, or produced must interoperate with both IPv6 and IPv4 systems and products, and have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

**DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP) APRIL 2011**

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

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.



Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: N/A \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Contractor must use the IPP website to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

**TECHNICAL LIAISON – TECHNICAL DIRECTION**

**OCTOBER 1997**

a) The performance required herein shall be subject to the technical direction of the Technical Liaison (TL) as identified below. As used herein, "technical direction" is defined as direction to the contractor that fills in details, suggests possible lines of approach, or otherwise supplements the scope of the work set forth herein and shall not constitute a new assignment, and does not supersede or modify any article or clause of this contract.

(b) The Technical Liaison 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 Technical Liaison 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 Technical Liaison assigned for this contract is:

Tom Sohre [tsohre@usgs.gov](mailto:tsohre@usgs.gov)  
Telephone: 605-594-2886  
U.S. Geological Survey/EROS  
47914 252<sup>nd</sup> St.  
Sioux Falls, SD 57198

**52.217-9 Option to Extend the Term of the Contract.**

As prescribed in 17.208(g), insert a clause substantially the same as the following:  
Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 24 months.

(End of clause)



## INSTRUCTIONS

1. The naming conventions shall be used for the DESCRIPTION field in SAP or the TITLE field in PRISM when uploading documents to e-

### FILE INFORMATION

<b>PR Number:</b>	0040325233	<b>Contract Number:</b>	G17PX00698
<b>Solicitation Number:</b>	G17PS00491	<b>Contract Type</b>	SS FFP OM
<b>Description:</b>	USGS EROS Rack Space Rental at Northwestern university (NUIT) for rack space base plus 1 option year.	<b>Contract Value</b>	\$20,280.00
<b>Contractor:</b>	Northwestern University	<b>Contract Specialist:</b>	Carolyn Hieb
<b>Contractor POC:</b>	Joe Mambretti	<b>Email</b>	<a href="mailto:chieb@usgs.gov">chieb@usgs.gov</a>
<b>Phone:</b>		<b>Phone:</b>	605-594-6501
<b>Email:</b>	<a href="mailto:j-mambretti@northwestern.edu">j-mambretti@northwestern.edu</a>	<b>COR:</b>	M. Nelson
<b>Checklist Type:</b>	New Purchase	<b>Contracting Officer:</b>	Carolyn Hieb
<b>Buyer Notes:</b>	USGS/EROS Rack Space for Communications between NASA and other Fed and Scientific Partners - fraction of a cost of other commercial sources for same service.		

### NAMING IDENTIFIER & CHECKLIST

IDENTIFIER	<b>L--CHECKLIST</b>	In File?
<b>L01</b>	Contract File Checklist	X
IDENTIFIER	<b>A--ACQUISITION PLANNING</b>	In File?
<b>A01</b>	Purchase Request (PR)	X
<b>A02</b>	Independent Government Cost Estimate (IGE)	x
<b>A03</b>	RESERVED	
<b>A04</b>	Statement of Work (SOW)	
<b>A05</b>	Performance Work Statement (PWS)	
<b>A06</b>	Drawings/Specifications	

A07	RESERVED	
A08	508 Compliance Documentation (508)	X
A09	Special Approvals or Authorization	
A10	Vendor List	
A11	Lease versus Buy	
A12	DI-1886, Acquisition Screening and Review (DI-1886)	X
A13	Small Business Set-Aside & 8(a) Correspondence	
A14	Market Research	X
A15	Brand Name or Equal Justification	
A16	Justification for Other than Full and Open Competition (JOFOC)	
A17	Justification & Authorization (J&A)	X
A18	Determination & Findings (D&F)	
A19	Buy American Act Exceptions	
A20	Individual Acquisition Plan / Milestones	
A21	Miscellaneous Correspondence (MISC)	X
A22	Bureau Specific Requirement (BSR)	
A23	RESERVED	
<b>IDENTIFIER</b>	<b>B--SOLICITATION</b>	<b>In File?</b>
B01	Synopsis of Proposed Contract Action	
B02	Liquidated Damages Data	
B03	DOL Wage Determination	
B04	Source Selection Plan / Technical Evaluation Criteria	
B05	Pre-Solicitation Internal Review	
B06	Pre-Solicitation Solicitor Review	
B07	Acquisition-Procurement Advisory Committee Review	
B08	Solicitation	X
B09	Solicitation Amendments	N/A
B10	Pre-award FedBizOpps posting	
B11	Pre-Bid Proposal Conference / Site Visits	
B12	Miscellaneous Correspondence (MISC)	

<b>B13</b>	Bureau Specific Requirement	
<b>B14</b>	RESERVED	
<b>B15</b>	RESERVED	
<b>IDENTIFIER</b>	<b>C--AWARD DECISION</b>	<b>In File?</b>
<b>C00</b>	RESERVED	
<b>C01</b>	Abstract of Bids/Proposals	
<b>C02</b>	No Bid / Proposal Correspondence	
<b>C03</b>	Late / Rejected Bids / Proposals	
<b>C04</b>	Unsuccessful Bids / Proposals	
<b>C05</b>	Mistakes in Bids / Proposals	
<b>C06</b>	Successful Bid / Proposal	X
<b>C07</b>	Verification of Bids/ Proposals	
<b>C08</b>	Report of Pre-Award Survey	
<b>C09</b>	Protest Prior to Award	
<b>C10</b>	Technical Evaluation Panel Appointment	
<b>C11</b>	Nondisclosure Statements	
<b>C12</b>	Instructions to technical evaluation committee/reviewers	
<b>C13</b>	Technical evaluation sheets / notes from reviewers	
<b>C14</b>	Summary of technical panel /evaluation results	
<b>C15</b>	Final Technical Panel Evaluation Report	
<b>C16</b>	Results of PPIRS review	
<b>C17</b>	Determination of Competitive Range	
<b>C18</b>	Record of negotiations or price reduction requests	
<b>C19</b>	Record of Oral Presentations	
<b>C20</b>	Discussion / Clarification Records	X
<b>C21</b>	Request for Final Proposal Revisions	
<b>C22</b>	Pricing & Audit Reports	
<b>C23</b>	Certification of Cost and Pricing Data	
<b>C24</b>	Pre-Negotiation Objective Memorandum (POM)	
<b>C25</b>	Source Selection Decision Documentation	

C26	Determination of Responsibility	
C27	Federal Awardee Performance and Integrity Information System (FAPIIS)	
C28	SAM Exclusions	
C29	Representations and Certifications (with date)	
C30	Contractor certifications from section K of the solicitation	
C31	SBA Certification of Competency	
C32	RESERVED	
C33	Subcontracting Plan Review/Approval	
C34	Pre-Award Internal Review	
C35	Pre-Award Solicitor Review	
C36	Acquisition-Procurement Advisory Committee Review	
C37	System for Award Management Contractor Registration	X
C38	Synopsis of Award	
C39	GSA eBuy Notice	
C40	FPDS-NG Report (FPDS)	X
C41	EEO Clearance (>\$10M (exluding construction))	
C42	Congressional Notification (>13.5M)	
C43	Notice to unsuccessful offerors, Pre-award Notice	
C44	Notifications of exclusion from the competitive range	
C45	Notifications related to two-step down selection	
C46	Record of Debriefings	
C47	Tech Eval Report / Short List Interviews	N/A
C48	Short List Letter for Interviews	
C49	Record of SF 330s/AE Qualifications (SF 330)	
C50	Tech Evaluation Report – Short List (Tech Eval Report-Short)	
C51	Unsuccessful Offeror Letters	
C52	RESERVED	
C53	RESERVED	
C54	Bureau Specific Requirement	
C55	Miscellaneous Correspondence (MISC)	

IDENTIFIER	<b>D--AWARD</b>	<b>In File?</b>
<b>D01</b>	Final Award (All pages of the final contract/purchase order i/a/w 15.204-1) Attachments - Attachments uploaded to Prism will automatically be uploaded to SAP	X
IDENTIFIER	<b>E--POST-AWARD DOCUMENTATION (CONTRACT ADMINISTRATION)</b>	<b>In File?</b>
<b>E01</b>	Protest / Mistake After Award	
<b>E02</b>	COR Appointment Letter	
<b>E03</b>	Award Letter / Contract Receipt / Notice to Proceed	
<b>E04</b>	Approved Subcontracting Plan	
<b>E05</b>	List of Sub-Contractors (SF 1413)	
<b>E06</b>	Pre-Design Conference Minutes	
<b>E07</b>	Minutes of Contract Progress Meetings	
<b>E08</b>	Value Engineering Change Proposals	
<b>E09</b>	Pre-Performance / Post-Award Conference Minutes	
<b>E10</b>	Payment / Performance / Other Bonds	
<b>E11</b>	Insurance Certification	
<b>E12</b>	Security/Background Check Documentation	
<b>E13</b>	Quality Assurance Records	
<b>E14</b>	Contract Progress / Performance (Reports/Meetings)	
<b>E15</b>	Deliverables	
<b>E16</b>	Inventory of Government Furnished Equipment	
<b>E17</b>	Subcontracting Reports (SF 294/295)	
<b>E18</b>	Assignment of Claims	
<b>E19</b>	Labor Violations	
<b>E20</b>	Disputes / Claims	
<b>E21</b>	Inspection of Supplies / Services	
<b>E22</b>	Show Cause Notice	
<b>E23</b>	Cure Notice	

<b>E24</b>	Termination for Default
<b>E25</b>	Termination for Convenience
<b>E26</b>	Termination for Cause
<b>E27</b>	Stop Work Order or Suspension of Work
<b>E28</b>	Resume Work Letter
<b>E29</b>	Liquidated Damages Assessment
<b>E30</b>	Site Visit Documentation
<b>E31</b>	Warranty Documentation
<b>E32</b>	Submittal Log
<b>E33</b>	Progress Schedule / Progress Reports
<b>E34</b>	Labor Investigation Correspondence
<b>E35</b>	Payroll Documentation
<b>E36</b>	Drawings/Specifications
<b>E37</b>	RESERVED
<b>E38</b>	Novation Agreement / Name Change
<b>E39</b>	Letter of Substantial Completion
<b>E40</b>	Letter of Final Acceptance / Completion
<b>E41</b>	RESERVED
<b>E42</b>	RESERVED
<b>E43</b>	Contractor Performance Assessment Reporting System (CPARS)
<b>E44</b>	Past Performance Information Retrieval System (PPIRS)
<b>E45</b>	Option Renewal Letters / Documentation
<b>E46</b>	Claims / Equitable Adjustments
<b>E47</b>	Release of Bonds
<b>E48</b>	Release of Claims
<b>E49</b>	Warranty Letter

<b>E50</b>	Contract Completion Report / Contract Completion Certificate	
<b>E51</b>	COR Records	
<b>E52</b>	Miscellaneous Correspondence (MISC)	
<b>E53</b>	Bureau Specific Requirement	
<b>E53</b>	RESERVED	
<b>E54</b>	RESERVED	

## Procurement Summary

For G17PX00698

Req. 0040325233

Requisition 00403252333 was entered into FBMS on 3/7/17 **in the amount of \$10,140.00**. This was assigned to the Purchasing Agent (PA) on 3/9/17. This requisition was submitted requesting Renewal of NUIT Rack Space at Northwestern University for USGS/EROS servers – base plus one option year. The PA notified the End User verbally on 3/20/17. At that time, the PA requested a soft copy of the Salient Characteristics/Requirement and J&A. IT approval was received on 5/11/17 per the IT Provisional Approval Worksheet.

3/27/17: After re-request, the PA received J&A draft, SON and Budgetary Estimate for requirement.

4/27/17: The PA Reworked the J&A and returned it to the Program for review.

5/4/17: The J&A was returned from the Program signed.

5/4/17: 1886 was submitted for signature as Intent to Award due to Sole Source.

5/8/17: 1886 was received, signed.

5/8/17: Under the FAR part 13 SA Parameters, FBO G17PS00491 was issued – Notice of Intent to Award.

5/10/17: Quote was received for Base Year Plus One Option Year. Total Contract Amount of \$20,280 for 24 months.

5/10/17: PR was sent to Finance for change, put in under the wrong BOC of Facility Rental. BOC needed to be changed to D316.

5/15/17: PR changes received from Finance. Due to PRISM problems, the PO was not completed until Thursday, 5/18/17.

5/18/17: Purchase Order G17PX00698 purchase package was created and was sent to the Lead CO/Supervisor for Review/Approval (Ryan Collier).

Award will be made under FAR 13 SA procedures and is found fair and reasonable per the historical data. It will be awarded to Northwestern University (NUIT) which provides this rack space rental and support for USGS/EROS Equipment, NASA Equipment and other cooperators. This support is at a fraction of the price of Non-University Commercial Operators as was proven in the Market Research in FY 2015 (pricing came in at 1/7<sup>th</sup> of commercial pricing offered for the same type of service). Per attached J&A this Purchasing Agent and Lead CO have determined this a best value to the taxpayer to continue with this Rack Space Rental to carry on with the MREN NSIT (NASA) and NUIT connection to provide continuity to the mission.



**JUSTIFICATION AND APPROVAL  
PR 40325233 NUIT**

Justification for Other Than Full and Open Competition (FAR13.106)

**1. Contracting Agency and Activity.**

The Department of the Interior, United States Geological Survey, Office of Acquisition and Grants plans to contract by means other than full and open competition. This document sets forth the justification and approval for use of one of the exceptions to full and open competition allowed under the Competition in Contracting Act (CICA) of 1984 as implemented in FAR 13.106-1(b)(1).

**2. Nature of Action Being Approved**

Award a Base contract with One Option year to Northwestern University Information Technology (NUIT) to provision router rack space and related connectivity services to the National Aeronautics and Space Administration (NASA) Integrated Services Network (NISN) and Internet2 (formerly Abilene) POP for both years is from May 1, 2017 through April 30, 2017.

**3. Description of Supplier Services.**

The USGS Earth Resources Observation and Science (EROS) Center in Sioux Falls, SD requires rack space, power, point-to-point Optical Circuit (OC)-48 demarcation (termination), and connectivity to a NASA Integrated Services Network (NISN) router and to the Metropolitan Research and Education Network (MREN) communications exchange switch located in the NUIT facility. The space and connectivity are required to fulfill a Department of the Interior mission requirement to make remotely sensed satellite, aerial photography, and topographic data available to the public via web-enabled network delivery. A second requirement is to receive processed satellite data from a USGS cooperator, the NASA Earth Observing Systems (EOS). The latter is a requirement of a ten-year MOU with NASA. This requirement is for a Base Plus One Option Year of Rack Space.

**4. Estimated Dollar Value.**

Base Year: Date of Award- 4/30/2018. \$10,140.00  
Option Year 1: 5/1/18-4/30/2019 \$10,140.00

**5. Statutory Authority.**

The proposed action may be awarded on a sole source basis under the authority of FAR 13.106-1(b)(1) - only one source reasonably available.

**6. Rationale Supporting Use of Citation in No.5.**

The NUIT / MREN interchange in Chicago is the only point available for interconnection with both a NISN router and a connection to the MREN switch. The MREN switch provides access to Internet2, National Lambda Rail, and other national and international advanced Research and Education (R&E) networks. The NUIT facility provides access to these advanced R&E networks solely through the MREN communications exchange switch located at NUIT. USGS/EROS has an OC-48 point-to-point communication circuit between EROS and a demarcation point within NUIT. USGS/EROS pays a lease cost of \$570,000 annually for the OC-48 circuit. USGS/EROS has a \$130,000 router installed at NUIT that connects the OC-48 circuit to the NASA NISN router and to the MREN communications exchange switch. There is no other location in the U.S. where USGS/EROS can connect both to the NASA router and MREN communications exchange switch.

a. The NUIT facility provides USGS/EROS a connection to the NISN router via a 1-gigabit Ethernet cable. There is no other location in Chicago where USGS/EROS can connect to the NISN router.

b. The NUIT facility provides USGS/EROS a connection to the MREN communications exchange switch via a 10-gigabit fiber-optic cable. The maximum distance for this connection is approximately 500 meters. There is no other location in Chicago where USGS/EROS can connect to mission-critical national and international R&E networks available at the MREN switch. Connection to these national and international networks is essential for receiving satellite acquisitions and for distributing processed earth science data to the public and to government agencies as well as state university research facilities. Over two petabytes (2,000 terabytes) of earth science data are distributed and received annually via this connection. NUIT has provided this essential connectivity since 2004.

c. To relocate the point-to-point circuit, relocate the router, and reconnect to the NASA router and a communications exchange switch - if such connections were available at another facility, which they are not - would cost USGS/EROS at least \$100,000 for non-recurring costs and in excess of \$100,000 annually in recurring costs.

## **7. Other Information.**

The space and connectivity are required to fulfill a Department of the Interior mission requirement to make remotely sensed satellite, aerial photography, and topographic data available to the public via web-enabled network delivery. A second requirement is to receive processed satellite data from a USGS cooperator, the NASA Earth Observing Systems (EOS). The latter is a requirement of a ten-year MOU with NASA.

## **8. The Efforts to Identify Additional Sources Including the Market Research Conducted.**

Market research conducted via Scientific Peer Groups and the Internet shows that there is no other location in the U.S. where USGS/EROS can connect to the required networks. This fact can be inferred from the following material obtained from the web. The material conclusively establishes Chicago as being one of four national communications switching centers in the U.S., and MREN as being the sole organization for hosting a high-speed network communications exchange switch. In Chicago, the MREN switch (and NISN router) is housed on the second floor

inside the NUIT facility, within 300 meters of the USGS/EROS router, which is installed in a rack provided by NUIT.

Wikipedia states four national switching centers were established some years ago, one located in Chicago: "Four Network Access Points (NAPs) were defined under the U.S. National Information Infrastructure (NII) document as transitional data communications facilities at which Network Service Providers (NSPs) would exchange traffic, in replacement of the publicly-financed NSFNet Internet backbone. The National Science Foundation let contracts supporting the four NAPs, one to MFS Datanet for the preexisting MAE in Washington, D.C., and three others to Sprint, Ameritech, and Pacific Bell, for new facilities of various designs and technologies, in Pennsauken (NJ), **Chicago**, and California, respectively."

Further, the Village of Tinley Park, Illinois states on their web site that "The Chicago Network Access Point (NAP) - the world's largest Internet exchange point by volume - is located in the central business district. The majority of the advanced telecommunications infrastructure within the region connects directly to the NAP in order to exchange traffic."  
<http://www.tinleypark.org/ed/advantages/technology.htm>

The web site further states: "[StarTap] The only facility in the world which allows for a cooperative interconnection point among numerous international advanced networks is located in Chicago and peers at the Chicago NAP." StarTap is an association of research networks that terminate at the communications exchange switch operated by the Metropolitan Research and Education Network (MREN). The referenced web site also states: "[MREN] One of the world's most advanced, innovative, high-performance regional networks utilizes the Chicago NAP as a hub and is comprised of several regional research institutions including: The University of Chicago, Argonne National Laboratory, University of Illinois at Chicago, Fermi National Accelerator Laboratory and Northwestern University."

**MREN** provides a large high-speed communications exchange switch, housed inside the NUIT facility in downtown Chicago, which interconnects high-performance regional and international networks to one another as well as to federal users such as NASA and USGS. MREN provides the USGS with a 10-gigabit-per-second port on this exchange switch. MREN is not a vendor; rather, it is a non-profit organization that provides a service for federal and state governments to connect to one another and to national networks, on a cost-recoverable basis. The USGS has used the MREN switch for eight years for the purpose described above.

## **9. Future Plans to Permit Competition.**

If, in the future alternative, qualified options that fulfill this requirement become available, competition will be undertaken.

## **10. Recommendation and Certification from Program Office**

Based on the above, I recommend this acquisition be conducted on the basis of other than full and open competition. I certify that technical data which form a basis for this justification that are the responsibility of technical or requirements personnel are complete and accurate.

 5/4/17

~~Clinton Store~~ Tom Schre  
CITT, USGS/EROS

**11. Certifications and Approval from the Contracting Officer:**

a. The Contracting Officer has determined that this order represents a best value to the Government consistent with FAR 13.106-1(a)(1). This is a cooperative effort of which USGS/EROS pays a fraction of the cost and fulfills USGS Mission Requirements as stated in #7. There are no other locations existing that would fulfill this requirement at this time. Extensive market research and FBO advertisement have shown that anything of like capability would be a very high cost.

b. This justification is accurate and complete to the best of my knowledge and belief.

**12. Approval:**



Carolyn Hieb  
Contracting Officer

**RYAN COLLIER**

Ryan Collier  
Lead Contracting Officer

Digitally signed by RYAN COLLIER  
DN: c=US, o=U.S. Government, ou=Department  
of the Interior, ou=Geological Survey, cn=RYAN  
COLLIER,  
0.9.2342.19200300.100.1.1=14001003085598  
Date: 2017.05.04 13:48:31 -05'00'



# EROS Summary Sheet

## PR # DOB055

Note: All Items requiring the signature of the Director and/or Deputy

To	Action Required	Requestor	Phone	Return Document to:	Date	Type of Document
Tom Sohre	Approval	Clinton Store	X2875	Robert Van Den Oever	2/27/2017	DI-1

### Subject:

Request for approval for the renewal of annual rack space rental at the Northwestern University IT facility in Chicago.

### Background:

The USGS EROS Center IT Team (CITT), Network Services Team has a Cisco router located at the NUIT facility in Chicago, IL. The NUIT facility hosts the StarLight facility which is an NSF and university-supported carrier-neutral co-location and exchange facility located on Northwestern University's downtown Chicago campus. It serves numerous metropolitan, national and international advanced optical networking infrastructure initiatives converging in Chicago. The presence of the EROS router at the NUIT/StarLight facilitates EROS high speed connections to a number of other networks including but not limited to Internet2, MREN (Metropolitan Research and Education Network), DREN (Defense Research and Education Network), Google and NISN (NASA Integrated Services Network). These interconnections in turn allow EROS and our customers and partners to exchange significant amounts of data in an efficient manner. For instance, this connection provides the primary path for ingest of Moderate Resolution Imaging Spectroradiometer (MODIS), Sentinel-2 and Landsat data, as well as the primary distribution for much of the EROS data.

### Consequences of above requested action not being completed:

Without this space rental and support contract in place, EROS will lose access to many wide areas networks. Such loss of access would severely impact EROS's ability to ingest from and distribute data to our many worldwide customers and partner.

### Justification:

(Note: If the above needs to be completed in less than 5 working days a justification is required)

Branch Chief Approval:

*TRSR* 2/28/17

**STATEMENT OF NEED**  
**Annual Northwestern University IT (NUI) Rackspace Rental**  
**FY2017**  
**Req# DOB055**

**STATEMENT OF REQUIREMENT/NEED**

The U.S. Geological Survey (USGS), Earth Resources Observation and Science (EROS) Center, Sioux Falls, SD, has a requirement for the payment of annual rack space rental (and minor hands on support) for the EROS equipment located at the NUI facility in Chicago.

The USGS EROS Center IT Team (CITT), Network Services Team has a Cisco router located at the NUI facility in Chicago, IL. The NUI facility hosts the StarLight facility which is an NSF and university-supported carrier-neutral co-location and exchange facility located on Northwestern University's downtown Chicago campus. It serves numerous metropolitan, national and international advanced optical networking infrastructure initiatives converging in Chicago. The presence of the EROS router at the NUI/StarLight facilitates EROS high speed connections to a number of other networks including but not limited to Internet2, MREN (Metropolitan Research and Education Network), DREN (Defense Research and Education Network), Google and NISN (NASA Integrated Services Network). These interconnections in turn allow EROS and our customers and partners to exchange significant amounts of data in an efficient manner. For instance, this connection provides the primary path for ingest of Moderate Resolution Imaging Spectroradiometer (MODIS), Sentinel-2 and Landsat data, as well as the primary distribution for much of the EROS data.

This procurement accounts for the annual rental of rack space at NUI in which the Cisco router is located. The rental also provides for a minimal amount of hands on support at NUI, nominally for cabling needs or perhaps a hard reset of the router should that ever be needed.

**FUNCTIONAL and TECHNICAL SPECIFICATIONS**

This contract for rack space rental and support will be for the period of May 1, 2017 to April 30, 2018.

Qty	U/M	Part Number	Description
1	Year		Annual rack space rental (with minor hands on support) at the NUI facility in Chicago. PoP: 5/1/2017 to 4/30/2018

**Requirements**

EROS's requirements for the rack space rental and support can be thought of as three separate tasks.

These tasks are: 1) rental of rack space in a rack that is physically located in a place that provides cable access to the StarLight Juniper EX9208 switch (which facilitates connections to the other networks), 2) continued connections to the Juniper EX9208 switch, and 3) minor hands on support as needed.

1. Rack space rental

Rental of the rack space includes location of the Cisco router in a rack convenient for connections to the Juniper EX9208 switch and any other connections EROS may need. Rental also comes with the expectation that the NUIT facility is maintained as a class A or better computer room including stringent physical access restrictions.

2. Continued connections to the Juniper EX9208 switch and other switches as required.

Rental payment includes an expectation that existing network connections will be maintained in good order.

3. Minor hands on support as needed

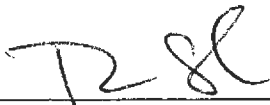
Rental payment includes minor hands on support by NUIT/Starlight facilities staff. Such support could include, but is not limited to: new cabling connections or cabling troubleshooting and repair; hard reset or other corrective actions to assist in remedying failures; support for routing modifications that might be required on non-EROS equipment to support EROS routing changes.

**TECHNICAL CONTACT**

Clinton Store  
USGS/EROS  
Mundt Federal Building  
Sioux Falls, SD 57198  
Phone#: (605) 594-2875  
E-mail: [cstore@usgs.gov](mailto:cstore@usgs.gov)

**VENDOR**

Northwestern University  
POC: Gladys Villareal  
Phone#: 847-491-4052  
E-mail: [g-villareal@northwestern.edu](mailto:g-villareal@northwestern.edu)



\_\_\_\_\_  
Tom Sohre  
Supervisor, Center IT Team

\_\_\_\_\_  
Date

# **Section 508 Compliance**

## **NUIT Annual Rack Space Rental**

### **PR # DOB055**

#### **“BACK OFFICE” EXEMPTION**

The acquisition of USGS servers (and their components and peripherals) is subject to Section 1194.3 (General Exceptions) of 36 CFR Part 1194, which states,

"... Agencies are not required to make equipment owned by the agency available for access and use by individuals with disabilities at a location other than that where the electronic and information technology is provided to the public, or to purchase equipment for access and use by individuals with disabilities at a location other than that where the electronic and information technology is provided to the public."

In addition, Section 1, paragraph 3, of the GSA Section 508 Reference Manual lists the five exceptions that may be considered when evaluating an Electronic Information Technology (EIT) "buy" for Section 508 compliance:

- Systems used for national security, military command, weaponry, intelligence, and cryptologic activities, but not routine business and administrative systems used for other defense-related purposes or by defense agencies or personnel.
- "Back office" equipment (i.e., servers, telephone switching equipment) used only by service personnel for maintenance, repair or similar purposes.
- EIT acquired by a contractor that is incidental to the contract.
- Purchases that would pose an undue burden on the agency.

#### **EQUIPMENT TO BE SUPPORTED**

According to Section 1, Paragraph 3, of the GSA Section 508 Reference Manual and Section 1194.3 (General Exceptions) of 36 CFR Part 1194, the IBM hardware support and maintenance listed on this procurement is considered to be “Back Office” equipment and exempt from Section 508 requirements.





1. The Center IT Team (CITT) Network Services Team at EROS has a Cisco router located at the NUIT facility in Chicago, IL. The NUIT facility hosts the StarLight facility which is an NSF and university-supported carrier-neutral co-location and exchange facility located on Northwestern University's downtown Chicago campus. It serves numerous metropolitan, national and international advanced optical networking infrastructure initiatives converging in Chicago. The presence of the EROS router at the NUIT/StarLight facilitates EROS high speed connections to a number of other networks including but not limited to Internet2, MREN (Metropolitan Research and Education Network), DREN (Defense Research and Education Network), Google and NISN (NASA Integrated Services Network). These interconnections in turn allow EROS and our customers and partners to exchange significant amounts of data in an efficient manner. For instance, this connection provides the primary path for ingest of Moderate Resolution Imaging Spectroradiometer (MODIS), Sentinel-2 and Landsat data, as well as the primary distribution for much of the EROS data.

This procurement accounts for the annual rental of rack space at NUIT in which the Cisco router is located. The rental also provides for a minimal amount of hands on support at NUIT, nominally for cabling needs or perhaps a hard reset of the router should that ever be needed.

2. Description of the Exception: The hardware for which this rack space rental is being purchased is installed in a Computer Room at Northwestern University in Chicago IL. This computer room is an "Authorized Personnel Area" and is supported by EROS and NUIT staff members who specialize in IT support and engineering. The hardware is not accessible to the public and is therefore considered to be "back office" equipment that is accessed only by service or information technology personnel, and exempted from Section 508 requirements.

3. Recommendation: I recommend approval of this waiver.

  
\_\_\_\_\_  
Tom Sohre  
Supervisor.  
Center IT Team

  
\_\_\_\_\_  
Date

## **11. Internet Logon Banner**

NA

## **12. Incident Reporting**

NA

## **13. Quality Control**

All software or hardware purchased must be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc. Validation of this must be written into the contract.

## **14. Self Assessment**

NA

## **15. Vulnerability Analysis**

NA

## **16. Logon Banner**

NA

## **17. Security Controls**

NA

## **18. Contingency Plan**

NA

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

**NUIT Annual Rack Space Rental**

**PR # DOB055**

**1. Background Investigation**

NA

**2. Non-disclosure Agreement**

NA

**3. Training**

NA

**4. Personnel Changes**

NA

**5. Contractor Location**

NA

**6. Applicable Standards**

NA

**7. Security Categorization**

NA

**8. Property Rights**

NA

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

NA

**10. Certification & Accreditation**

NA

# BRAND NAME JUSTIFICATION AND APPROVAL FOR ACQUISITION UNDER THE SIMPLIFIED ACQUISITION THRESHOLD

## Justification for Other than Full and Open Competition Sole Source (FAR 13.106-1(b)(1))

**1. Contracting Agency and Activity.** The Department of the Interior (DOI), U. S. Geological Survey (USGS) Center for Earth Resources Observation and Science (EROS), Sioux Falls, SD, plans to contract on a sole source basis. This document sets forth the justification and approval as required by FAR 13.106-1(b)(1).

**2. Nature of Action Being Approved.** DOI, USGS, EROS has a requirement to award a Firm-Fixed-Price (FFP) contract for rack space rental and incidental hands-on support at the Northwestern University IT (NUIT) facility in Chicago, IL.

**3. Description of Supplies or Services.** The NUIT facility hosts the StarLight facility which is an NSF and university-supported carrier-neutral co-location and exchange facility located on Northwestern University's downtown Chicago campus. It serves numerous metropolitan, national and international advanced optical networking infrastructure initiatives converging in Chicago. The presence of an EROS router at the NUIT/StarLight facility facilitates EROS high speed connections to a number of other networks including but not limited to Internet2, MREN (Metropolitan Research and Education Network), DREN (Defense Research and Education Network), Google and NISN (NASA Integrated Services Network). These interconnections in turn allow EROS and our customers and partners to exchange significant amounts of data in an efficient manner. For instance, this connection provides the primary path for ingest of Moderate Resolution Imaging Spectroradiometer (MODIS), Sentinel-2 and Landsat data, as well as the primary distribution for much of the EROS data. Without this space rental and support contract in place, EROS will lose access to many wide areas networks. Such loss of access would severely impact EROS's ability to ingest from and distribute data to our many worldwide customers and partner, thereby rendering the Center unable to meet its mission requirements.

**4. Estimated Dollar Value.** \$10,140.00 for a period of performance of one year: 5/1/2017- 4/30/2018.  
With Option year one \$10,140.00 for a period of performance: 5/1/2018 – 4/30/2019  
Option year two \$10,140.00 for a period of performance: 5/1/2019 – 4/30/2020  
Option year three \$10,140.00 for a period of performance: 5/1/2020 – 4/30/2021  
Option year four \$10,140.00 for a period of performance: 5/1/2021 – 4/30/2022  
Total Award amount of \$50,700.00

**5. Statutory Authority.** The proposed action may be awarded on a sole source basis under the authority of FAR 13.106-1(b)(1) – only one source reasonably available.

**6. Rationale Supporting Use of Citation in No. 5.** This procurement should be considered as a Sole Source. Because of the way the commercial, Research and Educational (R&E) and international wide area networks (WANs) are structured, the EROS presence at a co-location facility is required if we are to continue moving the quantities of data that we currently move. Chicago is the closest co-location facility that provides access to the WANs that EROS is required to access. While other co-location facilities exist they 1) would have similar rack space rental requirements, 2) often do not support the access networks that EROS needs, and 3) because they are a further distance away would require more costly network connection fees.

**BRAND NAME JUSTIFICATION AND APPROVAL FOR ACQUISITION  
UNDER THE SIMPLIFIED ACQUISITION THRESHOLD**

**Justification for Other than Full and Open Competition  
Sole Source (FAR 13.106-1(b)(1))**

**7. Other Information.** N/A

**8. The Efforts to Identify Additional Sources Including the Market Research Conducted.**

EROS staff and management continue to monitor changes in the structure of the commercial, Research and Educational (R&E) and international wide area networks. As changes are noted they are investigated for potential use by EROS, either to improve access or to lessen the cost of WAN connections. To date no better solution has been found that can meet the EROS requirements.

**9. Future Plans to Permit Competition.** The Government must ensure WAN access for the ingest and distribution of the data that is the raison d'être of EROS. To the fullest extent possible, the Government shall conduct continuing and future market research to identify alternative WAN access options. At such time when other avenues become available, EROS will vigorously compete the procurement of these services to the maximum extent practical.

**10. Recommendation Program Office.** Based on the above, I recommend this acquisition be conducted on a sole source basis and certify that the above statements are true and correct.

  
\_\_\_\_\_

Tom Sohre  
Supervisor,  
Center IT Team

  
\_\_\_\_\_

Date

**11. Certifications from the Contracting Officer**

a. The contracting officer must include a determination that the anticipated cost to the

Government will be fair and reasonable with a short statement for the basis of that determination. b. This justification is accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_

Carolyn Hieb, Purchasing Agent

\_\_\_\_\_

Date

\_\_\_\_\_

Karen Phillips, Contracting Officer

\_\_\_\_\_

Date



# Northwestern University

Invoice No. ICAIR02/17-002

NORTHWESTERN  
UNIVERSITY

1800 Sherman Ave Suite 206  
Evanston, IL 60201  
847.491.4073 fax 847.467.6500

## INVOICE

### Customer

Name	USGS EROS		
Address	Mundt Federal Building		
City	Sioux Falls	STATE SD	ZIP 57198
Contact	Clinton Store		

Date	3/9/2017
Rack No.	0212.06C
PO	
Cust. No.	6555

Qty	Description	Unit Price	TOTAL
12	Monthly Rack Space FOR 5/1/2017 to 4/30/2018	\$845.00	\$10,140.00
<p><b>For Electronic Transfer:</b>            JP MORGAN CHASE BANK            ABA # 021000021            NORTHWESTERN UNIVERSITY            GENERAL FUNDS ACCOUNT # 5571111            Swift Code: CHASUS33</p>			
SubTotal			\$10,140.00
<b>TOTAL</b>			<b>\$10,140.00</b>

### Send Payment To:

Northwestern University  
 ATTN: Vicky Huettner  
 Manager Administrative Services  
 1801 Maple Avenue Room 6210  
 Evanston, IL 60201

Old PR 40200607  
 615 PR 00725



Hieb, Carolyn <chieb@usgs.gov>

---

## End User Notification: PR 40200605 Servers Qty 2 AND PR 40199162 RAID Qty

1

1 message

---

**Hieb, Carolyn** <chieb@usgs.gov>

Mon, May 11, 2015 at 2:03 PM

To: Chris Rusanowski <crusanow@usgs.gov>, Douglas Binnie <binnie@usgs.gov>

This is to notify you that this PA has receipt of these PR's. Please forward the Salient Characteristics of each in soft copy. As soon as these are received we can advertise. The DOI requirement is that these items are advertised on NASA SEWP and Brand cannot be required. We do advertise Brand Name or Equal and as such are 98% successful in getting you what you prefer. If you are not in agreement with this, you must obtain a DOI waiver before we proceed for a Specific Brand Only.

Let me know if you are not in agreement. If I receive your Salient characteristics and know the model you are pursuing (which I do based on the paperwork I received from you) I will proceed if I do not hear otherwise.

Questions? Please ask.

Thanks.

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501

Think Big, Travel Light... Seek Knowledge. Be Kind, Be Really Kind - Laugh Often...  
Forgive Others...Forgive Yourself.. Live Intentionally!



Hieb, Carolyn &lt;chieb@usgs.gov&gt;

**Re: Purchase Order Attached: G15PX00725 NUIT for USGS/EROS**

1 message

**Hieb, Carolyn** <chieb@usgs.gov>  
To: Joe J Mambretti <j-mambretti@northwestern.edu>

Thu, Dec 15, 2016 at 8:49 AM

Sounds good, I'll give it a try now!

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501

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Forgive Others...Forgive Yourself.. Live Intentionally!

On Thu, Dec 15, 2016 at 8:43 AM, Joe J Mambretti <j-mambretti@northwestern.edu> wrote:

Hello

I will be in my office all day today - you can call anytime

Thanks

---

**From:** Hieb, Carolyn <chieb@usgs.gov>  
**Sent:** Thursday, December 15, 2016 8:37 AM  
**To:** Joe J Mambretti  
**Subject:** Re: Purchase Order Attached: G15PX00725 NUIT for USGS/EROS

Excellent! I need to flesh a couple of things out before I get your requirement started. (By the way I have been on them for some time regarding this!!) I JUST got it.

I'll be calling shortly, we have a "hall party" today which is the day when everyone gets together throughout the building to share goodies and too much food. I would like to discuss with you today. If you call. leave me an idea of a good time to call back, I'm here til 5:30 CST

C

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS



47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501

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On Thu, Dec 15, 2016 at 8:07 AM, Joe J Mambretti <[j-mambretti@northwestern.edu](mailto:j-mambretti@northwestern.edu)> wrote:

Hello

>staffing changes

No, there have been no staffing changes

In any case, you can call me to discuss these issues - I am at 312 503 0735

Thanks

---

**From:** Hieb, Carolyn <[chieb@usgs.gov](mailto:chieb@usgs.gov)>  
**Sent:** Wednesday, December 14, 2016 3:41 PM  
**To:** Joe J Mambretti; Gladys Hilarid Villareal  
**Subject:** Re: Purchase Order Attached: G15PX00725 NUIT for USGS/EROS

Hi, Have heard that there are some staffing changes there. I have some questions about the NUIT renewal and rack space fees coming up and maintenance for the switches. Is there someone I can talk to?

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501

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On Wed, May 6, 2015 at 2:21 AM, Joe J Mambretti <[j-mambretti@northwestern.edu](mailto:j-mambretti@northwestern.edu)> wrote:

Ok, Thanks

---

**From:** Hieb, Carolyn <[chieb@usgs.gov](mailto:chieb@usgs.gov)>

**Sent:** Tuesday, May 5, 2015 3:31 PM

**To:** Joe J Mambretti; Gladys Hilarid Villareal; Kenneth Klinner; Mia Calla Lee

**Subject:** Purchase Order Attached: G15PX00725 NUIT for USGS/EROS

Please Note: POP must be listed as 5/5/15-4/30/16 for Base Year due to release today. Actual coverage is still 5/1/15-4/30/16, but billing through IPP must reflect exactly dates on PO in order to be paid swiftly.

Please Note: Option Year to be exercised 5/1/16 next year.

IPP Invoicing is mandatory.

Please note: Technical POC's are Ken Klinner 605-594-6840 and Mia Calla Lee 605-594-2795 See emails above.

Thanks!

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501

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## Procurement Summary

For G15PX00725

Req. 0040200607

Requisition 0040200607 was entered into FBMS on 3/2/15 and assigned to the Purchasing Agent (PA) on 3/11/15. This requirement is for Northwestern University Information Technology (NUIT) rack space rental and maintenance of a switch and optical circuit owned by USGS and in conjunction with a consortium of other agencies in the amount of \$10,140.00. This switch and rack is part of a cooperative effort through NASA's Integrated Service Network (NISN) and the Metropolitan Research and Education Network (MREN) to fulfill DOI mission requirement to make remotely sensed satellite, aerial photographic and topographic data available to the public via the WEB and allows USGS to receive processed satellite data from a USGS Cooperator, NASA EOS. The End-users were notified on 3/26/15 that their requirement was received and a soft copy of the J&A was requested, as well as more updates were required.

4/14/15: J&A Soft copy and SOW were received.

4/16/15: SOW was edited slightly and approved. Option year was proposed by the PA and was approved by Ken Klinner. Market Research was done via World Wide Web and discussions with End Users. It was found that this item did not exist on GSA, SEWP or other schedule. It was only found from one institution, Northwestern University, and is a proprietary system co-supported by the Consortium of agencies with interest in it. The PA reworked the J&A and had it re-signed.

4/16/15: 1886 was submitted to the Small Business Advocate at HQ.

4/20/15: 1886 was signed by Melissa Gill. RFQ G15PS00369 was drafted. This was released, open until 4/30/15.

4/29/15: A confirming price was received from NUIT. The PA responded to this confirmation by requesting that an Option Year be confirmed as had been done in previous requirements.

4/30/15: The Option Year confirmation was received from Joe Mambretti late in the day.

4/30/15: G15PX00725 was begun – PRISM quit working for the PA and the PA was unable to complete. The PA and her Supervisor were out 5/1/15.

5/4/15: G15PX00725 was submitted to

6/5/13: The Award was submitted to Lisa Womack for Review/Approval for review.

The Award G15PX00725 will be made to Northwestern University for \$10,140.00 for the Base Year and Option Year for \$10,140.00 and fulfills the requirement as stated verbally by Ken Klinner, the End User. Pricing has never increased for this requirement and is found fair and reasonable by this PA and in comparison to past orders including G13PX00887 which was a base plus 1 option year as well. The pricing has been shown to be far and away much more cost effective than purchasing this space and maintaining it anywhere else. This is made possible by cost sharing with other Federal Agencies who share this requirement.

## SIMPLIFIED ACQUISITION REVIEW SHEET

ORDER NO.: G15PX00725 Opt.      Date: 5/04/2015      Buyer: Hieb

**Approval subject to the following comments to be corrected or resolved.**

1. Include technical evaluation/COR concurrence in the file. (C/R)

Resolved.

To be checked by reviewer:

- Wage Determination**, and Statement of Equivalent Wages and Benefits for Service Contracts/Construction Contracts (OM) – Service Contract Act clause/Davis-Bacon Act, are included in actions over \$2,500 for services, \$2,000 for construction.
- Bid Board** posting of OM action over \$15,000 not places on EC.
- FedBizOpps** Synopsis or evidence of EC competition included in the file for OM action over \$25,000.
- Approved Form DI-1886** for OM and FSS awards over \$25,000.
- FPDS-NG** form completed and accurate.

**Approved**

**Approved subject to the correction/resolution of the above items prior to issuance of purchase/delivery order.**

**Resubmit for review.**

---

Signature

Date

CHECKLIST TITLE		Simplified Acquisition (SAT) < \$150K			
		Requisition Number: 400 22929 \$10,140.00			
		Description: 611PX007600ptm1 Unit		File Location	
Tab	X	Action	Regulatory Reference	PRISM	Paper File
<b>PRE-AWARD</b>					
		Simplified Acquisition Checklist	http://internal.usgs.gov/ops/acquisition/checklists.html	✓	✓
1		Purchase Request & Attachments, i.e. SOW/Specs; IT & Property Approvals; FISMA; 508; NEPA; Ind. Govt. Est.	USGS SM 402.3, 402.5	✓	✓
2		Acquisition Planning i.e. Market Research, Green, Source List, SB consideration, DI-1886, Dissolve Small Business memorandum, etc.	FAR 10.001	✓	✓
3		Limited Competition Justifications (Sole Source, Brand Name)	FAR 13.106-1(b)		
4		Personal/Non-Personal Services Determination	FARs 37.103 & 37.104		
5		Davis Bacon or Service Contract Act Wage Determination	FAR 22.404 or FARs 22.1007 & 22.1008		
6		Justification for Options	FAR 17.207	✓	✓
7		Public Posting (>\$15K - \$25K)/ Fed Connect FedBiz Opps Posting	FARs 5.101, 5.102(a)(1)		
8		RFQ And Amendments	FAR 13.106-1		
9		RFQ Review	P&P Memo 1994-2, Supp 4		
10		Unsuccessful Quotes	FAR 13.106		
11		Successful Quote	FAR 13.106		
12		Competition Worksheet	Form 9-3009		
13		Best Value Documentation / Technical Evaluation	FAR 13.106-2		
14		Price Reasonableness Memo	FAR 13.106-3	✓	✓
15		Other Approvals / Legal Review	DIAPR 2001-3		
16		Pre-Award Misc Correspondence			
17		Procurement Summary	FAR 4.8	✓	✓
<b>AWARD</b>				<b>PRISM</b>	<b>Paper File</b>
		Distribution Sheet - Left Side of Paper File		N/A	
18		[X] CCR; [] ORCA; [] EPLS; [X] FPDS-NG	FAR 4.1102 & 18.102; 52.219-28; 9.404; 4.602 & 4.606	✓	✓
19		Award Review	P&P Memo 1994-2, Supp 4	✓	✓
20		Signed Copy of Award			✓
21		Notice of Award to Contractor			✓
22		Contractor's Acceptance of Award			✓
23		Misc Correspondence			✓
<b>POST-AWARD</b>				<b>PRISM</b>	<b>Paper File</b>
24		Close-Out Actions (As Needed DOCs in PRISM)	FAR 4.802		



Procurement Summary  
For G12PX00760  
Req. 0040029929  
NUIT Connectivity Rack Space USGS/EROS – NASA (NISN)

Requisition 0040029929 was entered into FBMS on 3/08/12 and assigned to the Purchasing Agent (PA) on 03/14/12. This requisition was submitted initially requesting exercise of option year 1 of NUIT Rack Space for interconnectivity between USGS/EROS and NASA Integrated Services Network (NISN). The Period of Performance is: 5/1/12-4/30/12.

The PA notified the end-user of assignment of this requirement on 3/14/12. The PA notified the End-User on 3/19/12 of the requirement for re-format of the J&A as it was in the incorrect format. The End-User (John Boyd) was out of the office in early April for illness and his oversight had retired. The J&A reformat was forwarded to this PA on 5/7/12.

The PA submitted a Notice of Intent to Exercise Option Year One to the Vendor on 3/28/12. The Option Year One is for \$10,140.00 for one year of connectivity. The total of this Contract with Base Year plus One Option Year is \$20,280.00.

The Option was begun to be drafted on 5/8/12 after receipt of the updated J&A. The Option was submitted to the Supervisor for review on 5/18/12.



Carolyn Hieb 5/18/12  
Purchasing Agent

**Statement of Work**  
**Northwestern University Information Technology (NUIT)**  
**Rack Space and Network Connectivity**

**I. GENERAL INFORMATION**

- A. Since May 2004, Northwestern University Information Technology (NUIT), located in Chicago, Illinois, has provided rack space for a USGS router as well as Ethernet connectivity to a Metropolitan Research and Education Network (MREN) Force10 10-gigabit network switch. NUIT functions as a terminus for a private point-to-point Optical Carrier (OC)-12 network from USGS Earth Resources Observation and Science (EROS) Center in Sioux Falls, SD. The OC-12 circuit will be upgraded March 1, 2011 to an OC-48 circuit, operating at 2.488 gigabits per second. NUIT shall provide internal connections to the NASA Integrated Services Network (NISN), Internet2, and to other Research and Education (R&E) advanced optical networks.
- B. The connectivity to NISN is required to fulfill obligations under a NASA/USGS Memorandum of Understanding to transfer satellite data from NASA Goddard Space Flight Center in Maryland to EROS Center, and subsequently to distribute user-requested granules of data via Internet and Internet2. This original use of the NUIT terminus was expanded in July 2009 when then-Secretary Kempthorne committed DOI and USGS to distribute remotely sensed data via a web-enabled network. Currently NUIT enables daily transfer of 3-5 terabytes of various types of earth science data, with that volume increasing monthly.
- C. This SOW requires that NUIT provide rack space, power, cooling, occasional maintenance access, limited maintenance support, and network connectivity to private networks available through the MREN Force10 network switch situated inside the NUIT facility.

**II. WORK REQUIREMENTS**

- A. Technical Requirements
  - 1. Provide up to one-half of a standard 42U equipment rack for accommodation of a Cisco ASR1006 10-gigabit router. The equipment rack shall provide access to two 120-Volt power circuits with a capacity of 15 Amperes each. Power shall be provided by an uninterruptible power supply (UPS) with minimum 30 minutes of operational run time if power from the mains is lost. Provide room HVAC such that the router operates at temperatures not to exceed (NTE) 90-degrees F. and 85-percent relative humidity.
  - 2. Accept an OC-48 packet-over-SONET circuit for connection to a 10-gigE port on the ASR1006 router. Support as needed the

USGS' installation of a 1-gigE connection from the ASR1006 to the NASA NISN router. Provide a 10-gigE connection from the ASR1006 to the Metropolitan Research and Education Network (MREN) Force10 10-gigE switch.

3. Provide a 10/100/1000 Ethernet connection from the commodity Internet to a management port on the ASR1006 router.
4. Provide authorized USGS or Cisco personnel access to the router rack for periods of up to 10 hours per day on a scheduled and occasionally basis.
5. Periodically USGS will review router status logs for uptime and circuit errors. USGS will notify NUIT if a large number of circuit errors have occurred and will request explanation for any unscheduled power or HVAC downtime.

B. Deliverables

1. NUIT shall provide the technical requirements as described above on a 24x7 basis. NUIT shall provide maintenance-support functions periodically as needed, such as power-cycling the router or checking cable continuity, or other first-level diagnostic functions as occasionally may be requested by the USGS point of contact (POC).
2. NUIT shall provide email notification to the designated POC 24 hours in advance if power is to be scheduled down, or within 30 minutes of loss of power under emergency conditions.
3. Delivery point for services shall be the NUIT facility at 750 North Lake Shore Drive, Suite 600, Chicago, Illinois. Delivery shall commence on May 1, 2011 and continue for one year.

### III. SUPPORTING INFORMATION

- A. Performance shall occur at NUIT facility, 750 North Lake Shore Drive, Suite 600, Chicago, Illinois.
- B. Period of Performance shall commence 5/01/2011 and continue for 365 days.
- C. The Government will furnish the Cisco ASR1006 router mentioned above. Its value is \$133,440.
- D. Special Considerations.
  1. Joe Mambretti, Director, International Center for Advanced Internet Research Key (312) 503-0735 is considered to be the principal project manager for this contract.
  2. There are no Data Rights involved in this contract. On-site safety and security, and personnel security for entry to the premises, are the responsibility of NUIT.





To: John E Boyd/GEOG/USGS/DOI,  
Cc:  
Bcc:  
Subject: 40029929 Receipt of PR by Purchasing Agent on 3/14/12

---

Spoke w John  
reformat.

3/18 requested



Hieb, Carolyn &lt;chieb@usgs.gov&gt;

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**Re: Rack Space rental invoice**

1 message

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**Boyd, John** <boyd@usgs.gov>  
To: "Van Beek, Sharla" <vanbeek@usgs.gov>  
Bcc: chieb@usgs.gov

Tue, Apr 2, 2013 at 1:38 PM

Shar,

Yes, I will. I'm working on the SOW and sole-source justification now. PR & Summary Sheet later this week.

Thanks,  
John

On Tue, Apr 2, 2013 at 12:35 PM, Van Beek, Sharla <vanbeek@usgs.gov> wrote:

John,

Will you be preparing a Purchase Request for this or is it not needed this year?

Let me know please and thank you  
Shar

----- Forwarded message -----

From: **Hirschman, Daniel** <hirschmand@usgs.gov>  
Date: Tue, Apr 2, 2013 at 10:39 AM  
Subject: Fwd: Rack Space rental invoice  
To: Sharla Van Beek <vanbeek@usgs.gov>

May want to look at the UDO and verify if the PO is correct.  
Daniel

----- Forwarded message -----

From: **Gladys Hilarid Villareal** <g-villareal@northwestern.edu>  
Date: Tue, Apr 2, 2013 at 9:42 AM  
Subject: Rack Space rental invoice  
To: "boyd@usgs.gov" <boyd@usgs.gov>  
Cc: "INVPAY@usgs.gov" <INVPAY@usgs.gov>, "hirschmand@usgs.gov" <hirschmand@usgs.gov>

John,

Good Morning!

Attached is the invoice for the rack space rental in our facility for the period of 5/1/2013 to 4/30/2014.

THanks!

Gladys Villareal

IT Coordinator, Administration & Finance

Information Technology

Northwestern University

1801 Maple Ave, Rm 6210

Evanston, IL 60201

Phone: 847-491-4052

Fax: 847-467-3161

[www.it.northwestern.edu](http://www.it.northwestern.edu)

**From:** [1801maple6thfloor@northwestern.edu](mailto:1801maple6thfloor@northwestern.edu) [mailto:[1801maple6thfloor@northwestern.edu](mailto:1801maple6thfloor@northwestern.edu)]

**Sent:** Tuesday, April 02, 2013 10:01 AM

**To:** Gladys Hilarid Villareal

**Subject:** Attached Image

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Daniel Hirschman  
Financial Services Budget Analyst  
United States Geological Survey / EROS  
Phone (605) 594-2535

Warning: This Email may contain Privacy Act Data/Sensitive Data which is intended only for the use of the individual to which it is addressed. It may contain information that is privileged, confidential, or otherwise protected from disclosure under applicable laws.

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Sharla Van Beek  
Budget Analyst  
U.S. Geological Survey - EROS  
Phone: 605-594-6544  
Fax: 605-594-6069  
[vanbeek@usgs.gov](mailto:vanbeek@usgs.gov)

3/13/2015

DEPARTMENT OF THE INTERIOR Mail - Re: Rack Space rental invoice

-  
John



Hieb, Carolyn <chieb@usgs.gov>

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## NUIT Sole-source procurement of Router Rack Space 2- or 5-Yr Contract

1 message

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**Boyd, John** <boyd@usgs.gov>

Wed, Mar 27, 2013 at 3:34 PM

To: Carolyn Hieb <chieb@usgs.gov>

Carolyn,

I slipped under your door a copy of my J&A and SOW, plus pg 1 of the old contract, plus a draft PR for the NUIT service contract. Please let me know if I fix up the dates, are the two justification docs good enough to send to Julie, or for you if we do a 1+1 contract?

I want to have the package ready for you and Julie by Monday. I realize you're out beginning tomorrow afternoon. No such luck for me.

Thanks.

—

John



Hieb, Carolyn &lt;chieb@usgs.gov&gt;

**RE: Attached is Purchase Order G13PX00887 Re: G13PS00414 RFQ**

1 message

Joe J Mambretti &lt;j-mambretti@northwestern.edu&gt;

Thu, Jun 13, 2013 at 1:52 PM

To: "Hieb, Carolyn" &lt;chieb@usgs.gov&gt;

Cc: "Boyd, John" &lt;boyd@usgs.gov&gt;

Ok, I have this.

>IPP

I sure that there is someone here who cann address this.(!)

Thanks

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**From:** Hieb, Carolyn [[chieb@usgs.gov](mailto:chieb@usgs.gov)]**Sent:** Thursday, June 13, 2013 1:10 PM**To:** Joe J Mambretti**Cc:** Boyd, John**Subject:** Attached is Purchase Order G13PX00887 Re: G13PS00414 RFQ

Hi Joe, John, Attached is PO#G13PX00887, This is for a base year (Starting 2013) plus the option of an additional year starting 5/1/14. Please acknowledge receipt of this PO. Please note as per attached clauses that all billing is per IPP (Internet Payment Platform). The use of this is mandatory.

Thanks!

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501  
Fx 605 594-6543

"Courage is the first of human qualities because it is the quality which guarantees all the others."  
Winston Churchill

On Mon, Jun 3, 2013 at 12:50 PM, Joe J Mambretti <[j-mambretti@northwestern.edu](mailto:j-mambretti@northwestern.edu)> wrote:

Yes this is correct

Thanks

---

**From:** Hieb, Carolyn [[chieb@usgs.gov](mailto:chieb@usgs.gov)]**Sent:** Monday, June 03, 2013 12:43 PM**To:** Joe J Mambretti

**Cc:** Boyd, John

**Subject:** Re: G13PS00414 RFQ

Hi Joe, Just confirming the price of \$10,140.00 per year, base and one option year?

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501  
Fx 605 594-6543

"Courage is the first of human qualities because it is the quality which guarantees all the others."  
Winston Churchill

On Mon, Jun 3, 2013 at 12:34 PM, Joe J Mambretti <[j-mambretti@northwestern.edu](mailto:j-mambretti@northwestern.edu)> wrote:

Hello

The DUNS number is below.

The pricing is the same as last year.

We have no proprietary letter.

Thnaks

**Dun and Bradstreet # (DUNS#)**  
Evanston Campus - 160079455

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**From:** Boyd, John [[boyd@usgs.gov](mailto:boyd@usgs.gov)]  
**Sent:** Monday, June 03, 2013 11:54 AM  
**To:** Joe J Mambretti  
**Cc:** Carolyn Hieb  
**Subject:** Fwd: G13PS00414 RFQ

Joe,

It looks like Carolyn used an incorrect address on this email to you from Thursday, May 23.

Would you please email Carolyn as noted below, or give her a call at (605) 594-6501.

Thanks,  
John Boyd

----- Forwarded message -----

From: **Hieb, Carolyn** <[chieb@usgs.gov](mailto:chieb@usgs.gov)>  
Date: Thu, May 23, 2013 at 1:34 PM

Subject: G13PS00414 RFQ

To: [j\\_mambretti@northwestern.edu](mailto:j_mambretti@northwestern.edu), John Boyd <[boyd@usgs.gov](mailto:boyd@usgs.gov)>

Hi Joe, Per our past request, we need you to provide your pricing in response to attached RFQ #G13PS00414 for base year 5/1/2013-4/30/14 and option year one 5/1/14-4/30/15 for this requirement.

Please provide your DUNS and a proprietary letter if you have one.

Will use the data from the past PO #G11PX00760 to substantiate pricing.

Thanks!

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501  
Fx 605 594-6543

"Courage is the first of human qualities because it is the quality which guarantees all the others."  
Winston Churchill

-

John





<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 05/01/2012	4. REQUISITION/PURCHASE REQ. NO. 0040029929	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE USGS NATIONAL ACQUISITIONS BRANCH 205 NATIONAL CENTER 12201 SUNRISE VALLEY DRIVE RESTON VA 20192	GNB	7. ADMINISTERED BY (If other than Item 6) USGS OAG EROS Data Center 47914 252nd Street Sioux Falls SD 57198-9801	CODE GN1
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NORTHWESTERN UNIVERSITY Attn: Joe Mambretti 633 CLARK STREET EVANSTON IL 60208-1110		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0070067016	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. G11PX00760	10B. DATED (SEE ITEM 13) 04/29/2011

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$10,140.00  
01

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.217-9 Modification to Extend the Term of the Contract.

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
This Modification is hereby issued to Exercise Option Year One for the Period of Performance of 5/1/12-4/30/13.

The total obligated Amount is hereby increased from: \$10,140.00 by \$10,140.00 to the total amount of \$20,280.00.

All other Terms and Conditions remain unchanged.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carolyn Hieb	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 05/24/2012



CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
G11PX00760/0001

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
NORTHWESTERN UNIVERSITY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00020	<p>PR: 40004988 DUNS: 005436803</p> <p>FOR QUESTIONS CONCERNING THIS PURCHASE ORDER, PLEASE CONTACT CAROLYN HIEB, PURCHASING AGENT, CHIEB@USGS.GOV, 605-594-6501.</p> <p>PROVIDE THE FOLLOWING:</p> <p>Suggested COR: GMINNICH Delivery: 04/30/2013 Delivery Location Code: 0006366858 USGS EROS Data Center 47914 252nd Street Sioux Falls SD 57198 US</p> <p>Account Assignment: K G/L Account: 6100.233M0 Business Area: G000 Commitment Item: 233M00 Cost Center: GGHCED0000 Functional Area: GB0BB0000.460000 Fund: 123G0804MD Fund Center: GGHCED0000 Project/WBS: GX.12.ED00.COM00.C3 PR Acct Assign Line: 01 FOB: Destination Period of Performance: 05/01/2011 to 04/30/2013</p> <p>Change Item 00020 to read as follows (amount shown is the obligated amount):</p> <p>OPTION YEAR ONE (1) - Rack Space for Cisco Router in Accordance with the Attached Statement of Work.</p> <p>12 AU at \$845.00/Month = \$10,140/Year.</p> <p>Period of Performance: 05/01/2012 to 04/30/2013</p>				10,140.00

## **JUSTIFICATION AND APPROVAL**

### **Justification for Other Than Full and Open Competition (FAR 6.3)**

#### **1. Contracting Agency and Activity.**

The Department of the Interior, United States Geological Survey, Office of Acquisition and Grants plans to contract by means other than full and open competition. This document sets forth the justification and approval for use of one of the exceptions to full and open competition allowed under the Competition in Contracting Act (CICA) of 1984.

#### **2. Nature of Action Being Approved.**

Award a follow-on contract with Northwestern University Information Technology (NUIT) for a base year and one option year to extend current router rack space and related connectivity services through April 30, 2013.

#### **3. Description of Supplies or Services.**

The USGS Earth Resources Observation and Science (EROS) Center in Sioux Falls, SD requires rack space, power, point-to-point Optical Circuit (OC)-48 demarcation (termination), and connectivity to a NASA Integrated Services Network (NISN) router and the Metropolitan Research and Education Network (MREN) communications exchange switch. The space and connectivity are required to fulfill a Department of the Interior mission requirement to make remotely sensed satellite, aerial photography, and topographic data available to the public via web-enabled network delivery. A second requirement is to receive processed satellite data from a USGS cooperater, the NASA Earth Observing Systems (EOS). The latter is a requirement of a long-standing MOU with NASA.

#### **4. Estimated Dollar Value.**

The base year is estimated to cost \$10,140.00 (\$845.00 per month). The total contract amount with one option year is \$22,000.00.

#### **5. Statutory Authority.**

The proposed action may be awarded without full and open competition under 41 U.S.C. 253(c) (1) as implemented in FAR 6.302-1 and 6.302-3.

#### **6. Rationale Supporting Use of Citation in No. 5.**

The NUIT / MREN interchange in Chicago is the only point for interconnection with both a NISN router (network point of attachment) and a port interface on the MREN switch to Internet2 and other national and international advanced Research and Education (R&E) networks. The NUIT facility solely provides access to these advanced R&E networks through the MREN communications exchange switch collocated at NUIT. USGS/EROS has an OC-48 point-to-

point communication circuit between EROS and a demarcation point within NUIT. EROS pays a lease cost of \$550,000 annually for the OC-48 circuit. EROS has a \$130,000 router installed at NUIT that connects to the OC-48 circuit, to the NASA NISN router, and to the MREN communications exchange switch. There is no other place in the U.S. where EROS can connect to the NASA router and MREN communications exchange switch.

a. The NUIT facility provides EROS a connection to the NISN router via 1-gigabit Ethernet cable. The maximum distance for this connection is 300 meters. There is no other location in Chicago where EROS can connect to the NISN router.

b. The NUIT facility provides EROS a connection to the MREN communications exchange switch via 10-gigabit fiber-optic cable. The maximum distance for this connection is approximately 500 meters. There is no other location in Chicago where EROS can connect to five national R&E networks available via the MREN switch. Connections to these national networks are critical for daily satellite data downloads and for distribution of earth science data to government agencies and state university research facilities. Daily between 5 and 10 terabytes of data are distributed and received via this connection. NUIT has provided the requisite connectivity since 2004.

c. To relocate the point-to-point circuit, relocate the router, and reconnect to the NASA router and a communications exchange switch – if such connections were available at another facility which they are not – would cost EROS at least \$50,000, excluding lease costs.

## **7. Other Information.**

N/A

## **8. The Efforts to Identify Additional Sources Including the Market Research Conducted.**

Market research conducted via the Internet shows that there is no other location in the U.S. where EROS can connect to the required networks. This fact can be inferred from the following material obtained from the web. The material conclusively establishes Chicago as being one of four national communications switching centers in the U.S., and MREN as being the sole organization for hosting a high-speed network communications exchange switch. In Chicago, The MREN switch (and NISN router) is housed on the second floor inside the NUIT facility, within 300 meters of the EROS router, which is installed in a rack provided by NUIT.

Wikipedia states four national switching centers were established some years ago, one located in Chicago: “Four Network Access Points (NAPs) were defined under the U.S. National Information Infrastructure (NII) document as transitional data communications facilities at which Network Service Providers (NSPs) would exchange traffic, in replacement of the publicly-financed NSFNet Internet backbone. The National Science Foundation let contracts supporting the four NAPs, one to MFS Datanet for the preexisting MAE in Washington, D.C., and three others to Sprint, Ameritech, and Pacific Bell, for new facilities of various designs and technologies, in Pennsauken (NJ), **Chicago**, and California, respectively.”

Further, the Village of Tinley Park, Illinois states on their web site that “The Chicago Network Access Point (NAP) - the world's largest Internet exchange point by volume - is located in the central business district. The majority of the advanced telecommunications infrastructure within the region connects directly to the NAP in order to exchange traffic.”

<http://www.tinleypark.org/ed/advantages/technology.htm>

The web site further states: “[StarTap] The only facility in the world which allows for a cooperative interconnection point among numerous international advanced networks is located in Chicago and peers at the Chicago NAP.” StarTap is an association of research networks that terminate at the communications exchange switch operated by the Metropolitan Research and Education Network (MREN). The referenced web site also states: “[MREN] One of the world's most advanced, innovative, high-performance regional networks utilizes the Chicago NAP as a hub and is comprised of several regional research institutions including: The University of Chicago, Argonne National Laboratory, University of Illinois at Chicago, Fermi National Accelerator Laboratory and Northwestern University.”

MREN provides a large high-speed communications exchange switch, housed inside the NUIT facility in downtown Chicago, which interconnects high-performance regional and international networks to one another as well as to federal users such as NASA and USGS. MREN provides the USGS with a 10-gigabit-per-second port on this exchange switch. MREN is not a vendor; rather, it is a non-profit organization that provides a service for federal and state governments to connect to one another and to national networks, on a cost-recoverable basis. The USGS has used the MREN switch for eight years for the purpose described above.

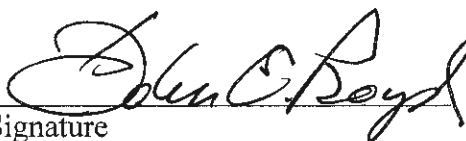
**9. Future Plans to Permit Competition.**

No actions are contemplated.

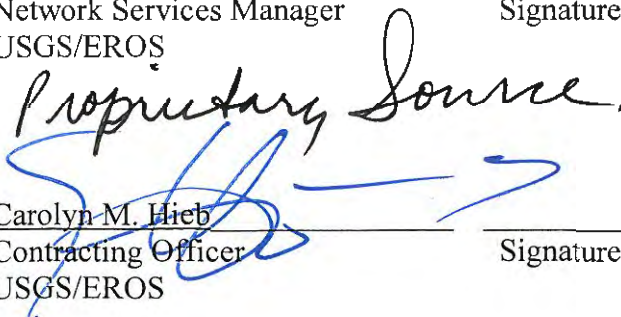
**10. Recommendation and Certification from Program Office**

Based on the above, I recommend this acquisition be conducted on the basis of other than full and open competition. I certify that technical data which form a basis for this justification that are the responsibility of technical or requirements personnel are complete and accurate.

John E. Boyd  
Network Services Manager  
USGS/EROS

  
Signature

4/13/2011  
Date

*Proprietary Source.*  
  
Carolyn M. Hieb  
Contracting Officer  
USGS/EROS

Signature

4/13/11  
Date

## **JUSTIFICATION AND APPROVAL**

### **Justification for Other Than Full and Open Competition (FAR 6.3)**

#### **1. Contracting Agency and Activity.**

The Department of the Interior, United States Geological Survey, Office of Acquisition and Grants plans to contract by means other than full and open competition. This document sets forth the justification and approval for use of one of the exceptions to full and open competition allowed under the Competition in Contracting Act (CICA) of 1984 and FAR 13.106-1 (b) (1)

#### **2. Nature of Action Being Approved.**

USGS/EROS connectivity to NASA Integrated Services Network (NISN) rack space. To maintain this connectivity, the Exercise of Option year 1 of a contract with Northwestern University Information Technology (NUIT) to extend provisioning of router rack space and related connectivity services is required. Period of Performance 5/1/12-4/30/13.

#### **3. Description of Supplies or Services.**

The USGS Earth Resources Observation and Science (EROS) Center in Sioux Falls, SD requires rack space, power, point-to-point Optical Circuit (OC)-48 demarcation (termination), and connectivity to a NASA Integrated Services Network (NISN) router and to the Metropolitan Research and Education Network (MREN) communications exchange switch located in the NUIT facility. The space and connectivity are required to fulfill a Department of the Interior mission requirement to make remotely sensed satellite, aerial photography, and topographic data available to the public via web-enabled network delivery. A second requirement is to receive processed satellite data from a USGS cooperator, the NASA Earth Observing Systems (EOS). The latter is a requirement of a ten-year MOU with NASA.

#### **4. Estimated Dollar Value.**

Option year 1 will cost \$10,140.00 (\$845.00 per month). The total contract amount was \$20,280.00.

#### **5. Statutory Authority.**

The proposed action may be awarded without full and open competition under 41 U.S.C. 253(c) (1) as implemented in FAR 6.302-1 and 6.302-3 and 13.106-1(b)(1).

#### **6. Rationale Supporting Use of Citation in No. 5.**

The NUIT/MREN interchange in Chicago is the only point for interconnection with both a NISN router and a connection to the MREN switch. The MREN switch provides access to Internet2 and other national and international advanced Research and Education (R&E) networks. The NUIT facility provides access to these advanced R&E networks solely through the MREN

communications exchange switch collocated at NUIT. USGS/EROS has an OC-48 point-to-point communication circuit between EROS and a demarcation point within NUIT. EROS pays a lease cost of \$550,000 annually for the OC-48 circuit. EROS has a \$130,000 router installed at NUIT that connects the OC-48 circuit to the NASA NISN router and to the MREN communications exchange switch. There is no other place in the U.S. where EROS can connect both to the NASA router and MREN communications exchange switch.

a. The NUIT facility provides EROS a connection to the NISN router via a 1-gigabit Ethernet cable. There is no other location in Chicago where EROS can connect to the NISN router.

b. The NUIT facility provides EROS a connection to the MREN communications exchange switch via a 10-gigabit fiber-optic cable. The maximum distance for this connection is approximately 500 meters. There is no other location in Chicago where EROS can connect to the five national R&E networks available at the MREN switch. Connection to these national networks is critical for receiving daily satellite acquisitions and for distributing processed earth science data to government agencies and state university research facilities. Approximately five terabytes of data are distributed and received daily via this connection. NUIT has provided the requisite connectivity since 2004.

c. To relocate the point-to-point circuit, relocate the router, and reconnect to the NASA router and a communications exchange switch – if such connections were available at another facility, which they are not – would cost EROS at least \$100,000, excluding lease costs.

**7. Other Information.**

N/A

**8. The Efforts to Identify Additional Sources Including the Market Research Conducted.**

Market research conducted via the Internet shows that there is no other location in the U.S. where EROS can connect to the required networks. This fact can be inferred from the following material obtained from the web. The material conclusively establishes Chicago as being one of four national communications switching centers in the U.S., and MREN as being the sole organization for hosting a high-speed network communications exchange switch. In Chicago. The MREN switch (and NISN router) is housed on the second floor inside the NUIT facility, within 300 meters of the EROS router, which is installed in a rack provided by NUIT.

Wikipedia states four national switching centers were established some years ago, one located in Chicago: “Four Network Access Points (NAPs) were defined under the U.S. National Information Infrastructure (NII) document as transitional data communications facilities at which Network Service Providers (NSPs) would exchange traffic, in replacement of the publicly-financed NSFNet Internet backbone. The National Science Foundation let contracts supporting the four NAPs, one to MFS Datanet for the preexisting MAE in Washington, D.C., and three others to Sprint, Ameritech, and Pacific Bell, for new facilities of various designs and technologies, in Pennsauken (NJ), **Chicago**, and California, respectively.”



Further, the Village of Tinley Park, Illinois states on their web site that “The Chicago Network Access Point (NAP) - the world's largest Internet exchange point by volume - is located in the central business district. The majority of the advanced telecommunications infrastructure within the region connects directly to the NAP in order to exchange traffic.”

<http://www.tinleypark.org/ed/advantages/technology.htm>

The web site further states: “[StarTap] The only facility in the world which allows for a cooperative interconnection point among numerous international advanced networks is located in Chicago and peers at the Chicago NAP.” StarTap is an association of research networks that terminate at the communications exchange switch operated by the Metropolitan Research and Education Network (MREN). The referenced web site also states: “[MREN] One of the world's most advanced, innovative, high-performance regional networks utilizes the Chicago NAP as a hub and is comprised of several regional research institutions including: The University of Chicago, Argonne National Laboratory, University of Illinois at Chicago, Fermi National Accelerator Laboratory and Northwestern University.”

MREN provides a large high-speed communications exchange switch, housed inside the NUIT facility in downtown Chicago, which interconnects high-performance regional and international networks to one another as well as to federal users such as NASA and USGS. MREN provides the USGS with a 10-gigabit-per-second port on this exchange switch. MREN is not a vendor; rather, it is a non-profit organization that provides a service for federal and state governments to connect to one another and to national networks, on a cost-recoverable basis. The USGS has used the MREN switch for eight years for the purpose described above.

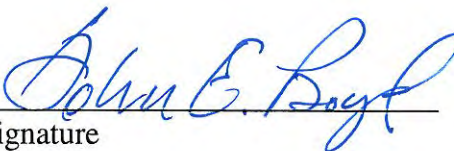
**9. Future Plans to Permit Competition.**

No actions are contemplated.

**10. Recommendation and Certification from Program Office**

Based on the above, I recommend this acquisition be conducted on the basis of other than full and open competition. I certify that technical data which form a basis for this justification that are the responsibility of technical or requirements personnel are complete and accurate.

John E. Boyd  
Network Services Manager  
USGS/EROS

  
Signature

5/07/2012  
Date

**11. Certifications and Approval from the Contracting Officer:**

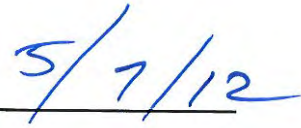
a. The anticipated cost to the Government is expected to be fair and reasonable as this effort is executed in accordance with FAR 13 106-1 (b). Price is fair and reasonable per data from past awards and will be documented in the file prior to award.

b. This justification is accurate and complete to the best of my knowledge and belief.

**12.Approvals:**



\_\_\_\_\_  
Carolyn Hieb, Purchasing Agent



\_\_\_\_\_  
Date

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 05/01/2012	4. REQUISITION/PURCHASE REQ. NO. 0040029929	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE USGS NATIONAL ACQUISITIONS BRANCH 205 NATIONAL CENTER 12201 SUNRISE VALLEY DRIVE RESTON VA 20192	GNB	7. ADMINISTERED BY (If other than Item 6) USGS OAG EROS Data Center 47914 252nd Street Sioux Falls SD 57198-9801	CODE GN1
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NORTHWESTERN UNIVERSITY Attn: Joe Mambretti 633 CLARK STREET EVANSTON IL 60208-1110		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0070067016 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. G11PX00760	
		10B. DATED (SEE ITEM 13) 04/29/2011	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$10,140.00  
01

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.217-9 Modification to Extend the Term of the Contract.

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
This Modification is hereby issued to Exercise Option Year One for the Period of Performance of 5/1/12-4/30/13.

The total obligated Amount is hereby increased from: \$10,140.00 by \$10,140.00 to the total amount of \$20,280.00.

All other Terms and Conditions remain unchanged.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carolyn Hieb	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 05/24/2012

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
G11PX00760/0001

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
NORTHWESTERN UNIVERSITY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00020	<p>PR: 40004988 DUNS: 005436803</p> <p>FOR QUESTIONS CONCERNING THIS PURCHASE ORDER, PLEASE CONTACT CAROLYN HIEB, PURCHASING AGENT, CHIEB@USGS.GOV, 605-594-6501.</p> <p>PROVIDE THE FOLLOWING:</p> <p>Suggested COR: GMINNICH Delivery: 04/30/2013 Delivery Location Code: 0006366858 USGS EROS Data Center 47914 252nd Street Sioux Falls SD 57198 US</p> <p>Account Assignment: K G/L Account: 6100.233M0 Business Area: G000 Commitment Item: 233M00 Cost Center: GGHCED0000 Functional Area: GB0BB0000.460000 Fund: 123G0804MD Fund Center: GGHCED0000 Project/WBS: GX.12.ED00.COM00.C3 PR Acct Assign Line: 01 FOB: Destination Period of Performance: 05/01/2011 to 04/30/2013</p> <p>Change Item 00020 to read as follows (amount shown is the obligated amount):</p> <p>OPTION YEAR ONE (1) - Rack Space for Cisco Router in Accordance with the Attached Statement of Work.</p> <p>12 AU at \$845.00/Month = \$10,140/Year.</p> <p>Period of Performance: 05/01/2012 to 04/30/2013</p>				10,140.00



Hieb, Carolyn &lt;chieb@usgs.gov&gt;

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**G13PX00887 is the PO Mike, Option Year One available 5/1/14 (starts) Fwd:  
Invoice from MREN**

1 message

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**Hieb, Carolyn** <chieb@usgs.gov>

Tue, Mar 4, 2014 at 12:57 PM

To: Michael Klosterman &lt;mklosterman@usgs.gov&gt;, Rodney Pater &lt;pater@usgs.gov&gt;

Mike, I believe this is the NUIT (Northwestern University) requirement from last year. Please start a PR immediately with your finance person here referring to this PO# and exercising option year one. In that way, we can be timely. Please have Kate or someone keep this on the calendar for the new person so they can start this at Christmas time or so because we'll need to go out for a base plus several options for FY15. Copy of the PO is attached for your information.

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501

"Courage is the first of human qualities because it is the quality which guarantees all the others."  
Winston Churchill

----- Forwarded message -----

From: **Dan Howard** <dhoward@it-bw.com>  
Date: Tue, Mar 4, 2014 at 11:37 AM  
Subject: Invoice from MREN  
To: "Hieb, Carolyn" <chieb@usgs.gov>

Hello:

Attached is your annual invoice from MREN for connectivity from July 1, 2013 to June 30, 2014.

Can you please confirm that the attached invoice is acceptable so we can move through the IPP process for payment?


Thank you.

Please contact me if you have any questions.

Dan Howard  
ISI Communications, Inc.  
5235 Central Avenue  
Western Springs, IL 60558  
(630) 887-2910 office  
(630) 878-1325 cell

**2 attachments**

 **Inv\_60850\_from\_MREN\_Services\_5216.pdf**  
66K

 **G13PX00887 PO.pdf**  
6974K

# MREN Services NFP

% ISI Communications, Inc.  
P.O. Box 754  
West Chicago, IL 60185

# Invoice 60850

Date: 5/30/2013

Bill To
United States Geological Survey Daniel Hirschman Financial Services Budget Analyst United States Geological Survey / EROS

Remit To:
MREN Services Dept. 4012 P.O. Box 4653 Oak Brook, IL 60522

Phone #	Fax #
630-824-0190	630-824-0199

Vendor or P.O. No.
PO# G13PX00887

Description	Amount
Annual Gigabit Connection Fee, Term: July 1, 2013 through June 30, 2014	10,000.00
<b>Total</b> \$10,000.00	
<b>Balance Due</b> \$10,000.00	

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 06/11/2013	2. CONTRACT NO. (if any)	6. SHIP TO:			
3. ORDER NO. G13PX00887		4. REQUISITION/REFERENCE NO. 0040087221		a. NAME OF CONSIGNEE USGS EROS Data Center	
5. ISSUING OFFICE (Address correspondence to) USGS NATIONAL ACQUISITION BRANCH 205 NATIONAL CENTER 12201 SUNRISE VALLEY DRIVE RESTON VA 20192				b. STREET ADDRESS 47914 252nd Street	
				c. CITY Sioux Falls	e. ZIP CODE 57198
7. TO:				d. STATE SD	
a. NAME OF CONTRACTOR NORTHWESTERN UNIVERSITY				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 633 CLARK ST				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR:	
d. CITY EVANSTON				<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
e. STATE IL				f. ZIP CODE 60208-0001	
9. ACCOUNTING AND APPROPRIATION DATA 01				10. REQUISITIONING OFFICE USGS EROS Data Center	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					Destination
13. PLACE OF			14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 04/30/2014	16. DISCOUNT TERMS PP30
a. INSPECTION Destination		b. ACCEPTANCE Destination			

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
Continued ...						

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.			17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:					
a. NAME Invoice Processing Platform System				\$10,140.00	17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) US Department of Treasury http://www.ipp.gov					
c. CITY				\$10,140.00	
d. STATE				e. ZIP CODE	

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Carolyn Hieb TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

06/11/2013

G13PX00887

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>PR: 40087221 DUNS: 005436803</p> <p>THE ATTACHED CLAUSES, LABELED AS ATTACHMENT A, ARE HEREBY INCORPORATED INTO THIS PURCHASE ORDER.</p> <p>FOR QUESTIONS CONCERNING THIS PURCHASE ORDER, PLEASE CONTACT CAROLYN HIEB, PURCHASING AGENT, CHIEB@USGS.GOV, 605-594-6501. Suggested COR: MNELSON1 Admin Office: USGS OAG EROS Data Center 47914 252nd Street Sioux Falls SD 57198-9801 Account Assignment: K G/L Account: 6100.233L0 Business Area: G000 Commitment Item: 233L00 Cost Center: GGHCED0000 Functional Area: GB0BB0000.460000 Fund: 134G0804MD Fund Center: GGHCED0000 Project/WBS: GX.13.ED00.COM00.C3 PR Acct Assign Line: 01</p>					
00010	<p>USGS MREN CISCO ROUTER RACK SPACE-10U, located at Northwestern University Information Technology (NUIT), 633 Clark Street, Evanston, IL 60208</p> <p>Base Year: Date of Award-4/30/2014.</p> <p>Technical POC: John Boyd ph: 605-594-6163 IT Approval Num: N</p>				10,140.00	
00020	<p>Option Year One: USGS MREN CISCO ROUTER RACK SPACE-10U, located at Northwestern University Information Technology (NUIT), 633 Clark Street, Evanston, IL 60208</p> <p>Option Year 5/1/2014-4/30/2015. Continued ...</p>				0.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$10,140.00	

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

06/11/2013

G13PX00887

ITEM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Amount: \$10,140.00 (Option Line Item) 05/01/2014  The total amount of award: \$20,280.00. The obligation for this award is shown in box 17(i).					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

<b>ATTACHMENT A</b>	Document No. G13PX00887	Document Title Northwestern University Institute of Technology	Page 3 of 13
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**Statement of Work**  
**Northwestern University Information Technology (NUIT)**  
**Rack Space and Network Connectivity**

**I. GENERAL INFORMATION**

- A. Since May 2004, Northwestern University Information Technology (NUIT) , located in Chicago, Illinois, has provided rack space for a USGS router as well as Ethernet connectivity to a Metropolitan Research and Education Network (MREN) Force10 10-gigabit network switch. NUIT functions as a terminus for a private point-to-point Optical Carrier (OC)-12 network from USGS Earth Resources Observation and Science (EROS) Center in Sioux Falls, SD. The OC-12 circuit was upgraded March 1, 2011 to an OC-48 circuit, operating at 2.488 gigabits per second. NUIT shall provide internal connections to the NASA Integrated Services Network (NISN), Internet2, and to other Research and Education (R&E) advanced optical networks.
- B. The connectivity to NISN is required to fulfill obligations under a NASA/USGS Memorandum of Understanding to transfer satellite data from NASA Goddard Space Flight Center in Maryland to USGS/EROS Center, and subsequently to distribute user-requested granules of data via Internet and Internet2. This original use of the NUIT terminus was expanded in July 2009 when then-Secretary Kempthorne committed DOI and USGS to distribute remotely sensed data via a web-enabled network. Currently NUIT enables daily transfer of 3-5 terabytes of various types of earth science data, with that volume increasing monthly.
- C. This SOW requires that NUIT provide rack space, power, cooling, occasional maintenance access, limited maintenance support, and network connectivity to private networks available through the MREN Force10 network switch situated inside the NUIT facility.

**II. WORK REQUIREMENTS**

- A. Technical Requirements
  - 1. Provide up to one-half of a standard 42U equipment rack for accommodation of a Cisco ASR1006 10-gigabit router. The equipment rack shall provide access to two 120-Volt power circuits with a capacity of 15 Amperes each. Power shall be provided by an uninterruptible power supply (UPS) with minimum 30 minutes of operational run time if power from the mains is lost. Provide room HVAC such that the router operates at temperatures not to exceed (NTE) 90-degrees F. and 85-percent relative humidity.
  - 2. Accept an OC-48 packet-over-SONET circuit for connection to a 10-gigE port on the ASR1006 router. Support as needed the USGS' installation of a 1-gigE connection from the ASR1006 to the NASA NISN router. Provide a 10-gigE connection from the ASR1006 to the Metropolitan Research and Education Network (MREN) Force10 10-gigE switch.
  - 3. Provide a 10/100/1000 Ethernet connection from the commodity Internet to a management port on the ASR1006 router.
  - 4. Provide authorized USGS or Cisco personnel access to the router rack for periods of up to 10 hours per day on a scheduled and occasionally basis.

<b>ATTACHMENT A</b>	Document No. G13PX00887	Document Title Northwestern University Institute of Technology	Page 4 of 13
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5. Periodically USGS will review router status logs for uptime and circuit errors. USGS will notify NUIT if a large number of circuit errors have occurred and will request explanation for any unscheduled power or HVAC downtime.

**B. Deliverables**

1. NUIT shall provide the technical requirements as described above on a 24x7 basis. NUIT shall provide maintenance-support functions periodically as needed, such as power-cycling the router or checking cable continuity, or other first-level diagnostic functions as occasionally may be requested by the USGS point of contact (POC).
2. NUIT shall provide email notification to the designated POC 24 hours in advance if power is to be scheduled down, or within 30 minutes of loss of power under emergency conditions.
3. Delivery point for services shall be the NUIT facility at 750 North Lake Shore Drive, Suite 600, Chicago, Illinois. Delivery shall commence on Date of Award-4/30/2014 plus availability of Option Year, 5/1/2014-4/30/2015.

**III. SUPPORTING INFORMATION**

- A. Performance shall occur at NUIT facility, 750 North Lake Shore Drive, Suite 600, Chicago, Illinois.
- B. Period of Performance shall commence Date of Award – 4/30/2014. With Option year available at 5/1/2014-4/30/2015.
- C. The Government will furnish the Cisco ASR1006 router mentioned above. Its value is \$133,440.
- D. Special Considerations.
  1. Joe Mambretti, Director, International Center for Advanced Internet Research Key (312) 503-0735 is considered to be the principal project manager for this contract.
  2. There are no Data Rights involved in this contract. On-site safety and security, and personnel security for entry to the premises, are the responsibility of NUIT.

**CLAUSES-COMMERCIAL ITEMS:**

**52.212-4**

**CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS**

**MAR 2009**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

<b>ATTACHMENT A</b>	Document No. G13PX00887	Document Title Northwestern University Institute of Technology	Page 5 of 13
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(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*.—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see [52.212-5\(t\)](#) for the appropriate EFT clause.

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(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.



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(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
  - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
  - (3) The clause at [52.212-5](#).
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The [Standard Form 1449](#).
  - (8) Other documents, exhibits, and attachments.
  - (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (i)(2)(i) of this clause, or fails to perform the agreement at paragraph (i)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or AUG 2012  
Executive Orders – Commercial Items**

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

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- [ ] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

- [ ](1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- [ ](2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- [ ](3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- [ ](4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- [ ](5) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (JUL 2010) (Pub. L. 111-5).
- [ ](6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).
- [ ](7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).
- [ ](8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).



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- [ ](9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- [ ](10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- [ ](11) (Reserved)
- [ ](12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
  - [ ](ii) Alternate I (NOV 2011).
  - [ ](iii) Alternate II (NOV 2011).
- [ ](13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
  - [ ](ii) Alternate I (OCT 1995) of 52.219-7.
  - [ ](iii) Alternate II (MAR 2004) of 52.219-7.
- [ ](14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).
- [ ](15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
  - [ ](ii) Alternate I (OCT 2001) of 52.219-9.
  - [ ](iii) Alternate II (OCT 2001) of 52.219-9.
  - [ ](iv) Alternate III (JUL 2010) of 52.219-9.
- [ ](16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- [ ](17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- [ ](18) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- [ ](19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
  - [ ](ii) Alternate I (JUN 2003) of 52.219-23.
- [ ](20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [ ](21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [ ](22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- [ ](23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).
- [ ](24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- [ ](25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- [X](26) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- [X](27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- [X](28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- [X](29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- [X](30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- [X](31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- [ ](32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- [ ](33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [ ](34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [ ](35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - [ ](ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [ ](36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- [ ](37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
  - [ ](ii) Alternate I (DEC 2007) of 52.223-16.
- [ ](38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011). (E.O. 13513).
- [ ](39) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- [ ](40)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77,

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108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

[ ](ii) Alternate I (MAR 2012) of 52.225-3.

[ ](iii) Alternate II (MAR 2012) of 52.225-3.

[ ](iv) Alternate III (MAR 2012) of 52.225-3.

[ ](41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[ ](42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ](43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[ ](44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[ ](45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[ ](46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X](47) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

[ ](48) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

[ ](49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[ ](50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[ ](51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

[ ](1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

[ ](2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

[ ](3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

[ ](4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

[x ](5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

[x ](6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, *et seq.*).

[ ](7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

[ ](8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) (Reserved)

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **52.217-9 Option to Extend the Term of the Contract.**

As prescribed in [17.208\(g\)](#), insert a clause substantially the same as the following:

##### OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within   30   days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least   30   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   24   months.

(End of clause)

#### GREEN ACQUISITION

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

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

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- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally Preferable Computers are described at <http://www.epeat.net>
- Non-Ozone Depleting Products are described at <http://www.epa.gov/Ozone/snap/index.html>
- Recycled Products are described at <http://epa.gov/cpg>
- Water efficient products are described at <http://epa.gov/watersense/>

**52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)**

- (a) Definition. As used in this clause-Energy-efficient product-(1) Means a product that-(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or (ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program. (2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).
- (b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are-(1) Delivered; (2) Acquired by the Contractor for use in performing services at a Federally-controlled facility; (3) Furnished by the Contractor for use by the Government; or (4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.
- (c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless-(1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or (2) Otherwise approved in writing by the Contracting Officer. (d) Information about these products is available for-(1) ENERGY STAR® <http://www.energystar.gov/products>; and (2) FEMP [http://www1.eere.energy.gov/femp/procurement/eeep\\_requirements.html](http://www1.eere.energy.gov/femp/procurement/eeep_requirements.html)

**52.900S-1006**

**PREVENTION OF MALICIOUS CODE**

**MARCH 2005**

(a) Definitions

Malicious code is a computer code developed for the purpose of causing some form of intentional damage to computer systems or networks. Malicious code may be a complete program or code imbedded in software programs that appear to provide useful functions. The term includes computer viruses and other destructive programs, such as "Trojan Horses" and network "worms."

(b) The contractor must have in place an anti-virus procedure to ensure that media supplied is uncontaminated by malicious code.

(c) The contractor is required to scan all delivered software to insure it is free of malicious code prior to its installation or operation on USGS-owned computers or contractor-owned computers connected to USGS computer systems or networks. Contractors using diagnostics software disks or connecting to a non-USGS computer while performing repairs or upgrades to a USGS computer will scan the serviced computer's drive(s) to insure they are free of malicious code upon completion of the service call, or prior to return of serviced equipment, if servicing is performed off-site.

**IPv6**

Any IP product or system developed, acquired, or produced must interoperate with both IPv6 and IPv4 systems and products, and have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

**DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP) APRIL 2011**

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

<b>ATTACHMENT A</b>	Document No. G13PX00887	Document Title Northwestern University Institute of Technology	Page 13 of 13
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"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

N/A \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The Contractor must use the IPP website to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

**TECHNICAL LIAISON – TECHNICAL DIRECTION**

**OCTOBER 1997**

a) The performance required herein shall be subject to the technical direction of the Technical Liaison (TL) as identified below. As used herein, "technical direction" is defined as direction to the contractor that fills in details, suggests possible lines of approach, or otherwise supplements the scope of the work set forth herein and shall not constitute a new assignment, and does not supersede or modify any article or clause of this contract.

- (b) The Technical Liaison 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 Technical Liaison 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 Technical Liaison assigned for this contract is:

John Boyd  
 Telephone: 605-594-6163  
 U.S. Geological Survey/EROS  
 47914 252<sup>nd</sup> St.  
 Sioux Falls, SD 57198



Hieb, Carolyn <chieb@usgs.gov>

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## G13PX00887 Northwestern University (NUIT) Rack Space Renewal

1 message

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Hieb, Carolyn <chieb@usgs.gov>

Mon, Apr 28, 2014 at 3:32 PM

To: Thomas Kalvelage <kalvelage@usgs.gov>, Kenneth Klinner <kklinner@usgs.gov>

Please note: This was the last option on this PO.

Whomever is currently responsible for this requirement please annotate your calendars and please forward a fully funded PR to Finance in January or February of 2015. (Along with any requested Options (these do not need to be funded). In this way we can achieve renewal in a timely fashion.

Thanks!.

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501

"Courage is the first of human qualities because it is the quality which guarantees all the others."  
Winston Churchill



Hieb, Carolyn &lt;chieb@usgs.gov&gt;

**Northwestern University (NUIT) MREN G13PX00887 Option Exercise**

1 message

**Hieb, Carolyn** <chieb@usgs.gov>

Mon, Apr 7, 2014 at 2:57 PM

To: Thomas Kalvelage &lt;kalvelage@usgs.gov&gt;, Sharla Van Beek &lt;vanbeek@usgs.gov&gt;, Daniel Hirschman &lt;hirschmand@usgs.gov&gt;

Hi Tom, as per our discussion, Mike Klosterman indicated he was glad I had mentioned the Option to be exercised under G13PX00887 for \$10,140.00 for NUIT MREN (Rack Space). He indicated he was putting a Purchase Request (PR) forward to Finance. This was in February of this year. I have not seen a PR yet. While I realize the attached discussion is still ongoing. This still needs to be done. Please let me know if this PR has been submitted and what number this FBMS PR is.

If you could respond to this email with the PR number and also indicate if you wish to exercise the option, I could let the Vendor know as the Option needs to be exercised by 5/1/14.

Thanks.

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501

"Courage is the first of human qualities because it is the quality which guarantees all the others."  
Winston Churchill

----- Forwarded message -----

From: **Womack, Lisa** <lwomack@usgs.gov>

Date: Mon, Apr 7, 2014 at 2:38 PM

Subject: Re: Invoice from MREN

To: "Hieb, Carolyn" &lt;chieb@usgs.gov&gt;

Cc: Joe J Mambretti &lt;j-mambretti@northwestern.edu&gt;, Dan Howard &lt;dhoward@it-bw.com&gt;, "Hirschman, Daniel" &lt;hirschmand@usgs.gov&gt;, Sharla Van Beek &lt;vanbeek@usgs.gov&gt;, Kimberly Allington &lt;allington@usgs.gov&gt;, Melissa Bentz &lt;mbentz@usgs.gov&gt;

It seems like Carolyn has provided as much information we have knowledge of regarding this invoice and the award she made to NUITi in the amount of \$10,140. I am curious also whether this is an invoice intended for PO G13PX00887 in the incorrect amount or, indeed, a different requirement. I hope this hasn't been duplicated and awarded also via TSSC.

Lisa

~~~~~  
Lisa E. Womack  
U.S. Geological Survey  
Deputy Chief, Office of Acquisition and Grants  
205 National Center

Reston, Virginia 20192  
(703) 648-7347 (voice)  
(703) 648-7899 (fax)

On Mon, Apr 7, 2014 at 11:37 AM, Hieb, Carolyn <[chieb@usgs.gov](mailto:chieb@usgs.gov)> wrote:

Joe and Dan, Dan and I just discussed this. Apparently there are 2 charges each year? I am a Purchasing Agent. I purchase what is assigned to me. John Boyd is retired. Please help to clarify

- 1) NUI(Northwestern University)/MREN re: *Rack Space* G13PX00887 Base year of **\$10,140.00**. **Note:** Option year due 5/1/14.
- 2) MREN *Service* (per Dan Howard.) at \$10,000/year POP is 7/1. I do not find an existing contract on this.

Per Dan Hirschman (USGS/EROS Finance) monies may have been distributed to our contract (TSSC) for MREN for the purpose of the 2nd contract discussed above. Dan Hirschman also states that G13PX00887 has not been paid per our Financial System.

Joe, Please bill G13PX00887 through the IPP system. Please also let me know if you find a separate Purchase Order number relating to the \$10,000 service Dan Howard describes. Otherwise, if there is no record of anyone purchasing this, or contacting you or Joe with a different Purchase Order number of some sort (Other than G13PX00887) then it has not been done. A Purchase Order has to be in place to bill IPP.

If a conference call would further clarify, please let me know.

Thank you.

\*

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501

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Winston Churchill

On Mon, Apr 7, 2014 at 9:07 AM, Joe J Mambretti <[j-mambretti@northwestern.edu](mailto:j-mambretti@northwestern.edu)> wrote:

Hello

I will check this and then respond again

Thanks

---

**From:** Dan Howard [[dhoward@it-bw.com](mailto:dhoward@it-bw.com)]  
**Sent:** Monday, April 07, 2014 9:01 AM  
**To:** Joe J Mambretti; 'Hirschman, Daniel'



**Cc:** 'Carolyn Hieb'; 'Lisa Womack'; 'Sharla Van Beek'; 'Kimberly Allington'; 'Melissa Bentz'  
**Subject:** RE: Invoice from MREN

Hello,

Carolyn and I just spoke regarding the differentiation between the PO (G13PX00887) for \$10,140 for the collocation/rack space and the PO for the \$10,000 annual connection fee to the MREN/Starlight service. Since John Boyd has retired, Carolyn is going to try to research the prior purchase for the service year of 7/1/2012 – 6/30/2013 to find a referenceable PO to generate a purchase request and PO that the organization will honor an invoice for.

Joe, I have looked in the accounting system, but have only come up with the latest PO that is for the collocation space. Might you have another PO referenced from John Boyd for the previous plan year?

Dan Howard

630-887-2910

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**From:** Joe J Mambretti [mailto:[j-mambretti@northwestern.edu](mailto:j-mambretti@northwestern.edu)]  
**Sent:** Friday, April 04, 2014 8:26 AM  
**To:** Hirschman, Daniel  
**Cc:** Carolyn Hieb; Lisa Womack; Sharla Van Beek; Kimberly Allington; Melissa Bentz; Dan Howard  
**Subject:** Invoice from MREN

Hello

I am sending this note to assist in resolving the issue of the MREN invoice sent to USGS for FY 2013-2014.

(Hopefully, i am not copying too many individuals on this message.)

In an earlier email message, Carolyn noted, "when we did the PO and we have always done it to Northwestern U."

This is correct and the PO that was sent to Northwestern is correct. To support its network, USGS leases rack space at a communications exchange from Northwestern, for \$10,140 per year.

In addition, USGS leases a 10 G port from the Metropolitan Research and Education Network (MREN) for \$10,000.

The invoice that ISI sent (ISI is the invoicing agent for MREN) was for the 10 Gbps port.

I think that the confusion was caused because the amounts were similar.

Can you please assist us in resolving this issue?

Thanks



Hieb, Carolyn <chieb@usgs.gov>

---

## Exercise Option Year? G13PX00887

1 message

---

**Hieb, Carolyn** <chieb@usgs.gov>

Wed, Apr 9, 2014 at 11:28 AM

To: Thomas Kalvelage <kalvelage@usgs.gov>

Hi Tom, Per discussion with Dan Hirschman last evening, it sounds like the Purchase Request (PR) is in progress for the \$10,140.00 Option Year Renewal at NUIT (Northwestern University).

Please reply to this email if you would like me to begin the process of exercising this Option Year. The PR process is ongoing and I would like to be ready to award when I receive it.

Thanks!

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501

"Courage is the first of human qualities because it is the quality which guarantees all the others."  
Winston Churchill









Hieb, Carolyn &lt;chieb@usgs.gov&gt;

**Re: Request assignment of Carolyn Hieb for PR 40087221**

1 message

**Boyd, John** <boyd@usgs.gov>  
To: "Hieb, Carolyn" <chieb@usgs.gov>

Thu, May 2, 2013 at 1:59 PM

Carolyn,

Looked good to me. I'll sign and ask Kate to bring over.

Thanks for your help.

John

On Thu, May 2, 2013 at 1:50 PM, Hieb, Carolyn &lt;chieb@usgs.gov&gt; wrote:

John, Please see attached my run at at the NUIT J&A (which was pretty good BTW) just required a little tweaking (please see signature block which is always required for J&A's for the CO.) Also they like to know what will fail if we don't do this (you touched base on that, but I also duped the effort in #7 to reinforce the idea as they've asked in the past. Let me know if you have any problems with it, if not, please sign and return ASAP.

Thanks!

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501  
Fx 605 594-6543

"Courage is the first of human qualities because it is the quality which guarantees all the others."  
Winston Churchill

On Wed, May 1, 2013 at 3:08 PM, Boyd, John &lt;boyd@usgs.gov&gt; wrote:

Lisa,

If permitted, I request Carolyn Hieb be assigned to handle my request for Router Rack Space services provided by the Northwestern University Information Technology (NUIT) in Chicago. EROS just completed the ninth year of contracted space with NUIT.

NUIT is the sole source for this service, and Carolyn awarded the last contract in May 2011, with one base and one option year. The contract period, unfortunately, expired yesterday. NUIT does not operate the router at their location, they simply provide rack space for the router; power; cooling; and, connectivity to a high-speed network switch located in their facility.

Thanks for your consideration.

John Boyd  
Network Services Manager  
USGS/EROS Center  
Sioux Falls, SD 57198  
605-594-6163

--  
John



Hieb, Carolyn &lt;chieb@usgs.gov&gt;

**Re: Request assignment of Carolyn Hieb for PR 40087221**

1 message

**Boyd, John** <boyd@usgs.gov>  
To: "Hieb, Carolyn" <chieb@usgs.gov>

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Thanks!

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501  
Fx 605 594-6543

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NUIT is the sole source for this service, and Carolyn awarded the last contract in May 2011, with one base and one option year. The contract period, unfortunately, expired yesterday. NUIT does not operate the router at their location, they simply provide rack space for the router; power; cooling; and, connectivity to a high-speed network switch located in their facility.

Thanks for your consideration.

John Boyd  
Network Services Manager  
USGS/EROS Center  
Sioux Falls, SD 57198  
605-594-6163

--  
John



**Statement of Work**  
**Northwestern University Information Technology (NUIT)**  
**Rack Space and Network Connectivity**

**I. GENERAL INFORMATION**

- A. Since May 2004, Northwestern University Information Technology (NUIT) , located in Chicago, Illinois, has provided rack space for a USGS router as well as Ethernet connectivity to a Metropolitan Research and Education Network (MREN) Force10 10-gigabit network switch. NUIT functions as a terminus for a private point-to-point Optical Carrier (OC)-12 network from USGS Earth Resources Observation and Science (EROS) Center in Sioux Falls, SD. The OC-12 circuit will be upgraded March 1, 2011 to an OC-48 circuit, operating at 2.488 gigabits per second. NUIT shall provide internal connections to the NASA Integrated Services Network (NISN), Internet2, and to other Research and Education (R&E) advanced optical networks.
- B. The connectivity to NISN is required to fulfill obligations under a NASA/USGS Memorandum of Understanding to transfer satellite data from NASA Goddard Space Flight Center in Maryland to EROS Center, and subsequently to distribute user-requested granules of data via Internet and Internet2. This original use of the NUIT terminus was expanded in July 2009 when then-Secretary Kempthorne committed DOI and USGS to distribute remotely sensed data via a web-enabled network. Currently NUIT enables daily transfer of 3-5 terabytes of various types of earth science data, with that volume increasing monthly.
- C. This SOW requires that NUIT provide rack space, power, cooling, occasional maintenance access, limited maintenance support, and network connectivity to private networks available through the MREN Force10 network switch situated inside the NUIT facility.

**II. WORK REQUIREMENTS**

- A. Technical Requirements
  - 1. Provide up to one-half of a standard 42U equipment rack for accommodation of a Cisco ASR1006 10-gigabit router. The equipment rack shall provide access to two 120-Volt power circuits with a capacity of 15 Amperes each. Power shall be provided by an uninterruptible power supply (UPS) with minimum 30 minutes of operational run time if power from the mains is lost. Provide room HVAC such that the router operates at temperatures not to exceed (NTE) 90-degrees F. and 85-percent relative humidity.
  - 2. Accept an OC-48 packet-over-SONET circuit for connection to a 10-gigE port on the ASR1006 router. Support as needed the

USGS' installation of a 1-gigE connection from the ASR1006 to the NASA NISN router. Provide a 10-gigE connection from the ASR1006 to the Metropolitan Research and Education Network (MREN) Force10 10-gigE switch.

3. Provide a 10/100/1000 Ethernet connection from the commodity Internet to a management port on the ASR1006 router.
4. Provide authorized USGS or Cisco personnel access to the router rack for periods of up to 10 hours per day on a scheduled and occasionally basis.
5. Periodically USGS will review router status logs for uptime and circuit errors. USGS will notify NUIT if a large number of circuit errors have occurred and will request explanation for any unscheduled power or HVAC downtime.

#### B. Deliverables

1. NUIT shall provide the technical requirements as described above on a 24x7 basis. NUIT shall provide maintenance-support functions periodically as needed, such as power-cycling the router or checking cable continuity, or other first-level diagnostic functions as occasionally may be requested by the USGS point of contact (POC).
2. NUIT shall provide email notification to the designated POC 24 hours in advance if power is to be scheduled down, or within 30 minutes of loss of power under emergency conditions.
3. Delivery point for services shall be the NUIT facility at 750 North Lake Shore Drive, Suite 600, Chicago, Illinois. Delivery shall be Date of Award-4/30/2014 plus One Option Year.

### III. SUPPORTING INFORMATION

- A. Performance shall occur at NUIT facility, 750 North Lake Shore Drive, Suite 600, Chicago, Illinois.
- B. Period of Performance: Date of Award-4/30/14 and plus Option year.
- C. The Government will furnish the Cisco ASR1006 router mentioned above. Its value is \$133,440.
- D. Special Considerations.
  1. Joe Mambretti, Director, International Center for Advanced Internet Research Key (312) 503-0735 is considered to be the principal project manager for this contract.
  2. There are no Data Rights involved in this contract. On-site safety and security, and personnel security for entry to the premises, are the responsibility of NUIT.



Hieb, Carolyn &lt;chieb@usgs.gov&gt;

**Re: Exercise Option Year? G13PX00887**

1 message

**Kalvelage, Thomas** <kalvelage@usgs.gov>  
To: "Hieb, Carolyn" <chieb@usgs.gov>  
Cc: Daniel Hirschman <hirschmand@usgs.gov>

Wed, Apr 9, 2014 at 11:33 AM

Carolyn,

Yes, please exercise this option year for the NUIT work. We continue to have a requirement for this.

Tom

On Wed, Apr 9, 2014 at 11:28 AM, Hieb, Carolyn &lt;chieb@usgs.gov&gt; wrote:

Hi Tom, Per discussion with Dan Hirschman last evening, it sounds like the Purchase Request (PR) is in progress for the \$10,140.00 Option Year Renewal at NUIT (Northwestern University).

Please reply to this email if you would like me to begin the process of exercising this Option Year. The PR process is ongoing and I would like to be ready to award when I receive it.

Thanks!

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501

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Winston Churchill

—  
Thomas Kalvelage  
Chief, Coordination and Requirements Office  
Lead (acting), Network Services Manager  
EROS IT Security Manager (acting)  
US Geological Survey, Central Region,  
Earth Resources Observation and Science (EROS) Center  
47914 252nd Street, Sioux Falls, SD 57198-0001  
[kalvelage@usgs.gov](mailto:kalvelage@usgs.gov), voice 605-594-6556, fax 605.594.6906, cell 605.759.6537

EROS Data: [http://eros.usgs.gov#/Find\\_Data](http://eros.usgs.gov#/Find_Data)

NOTICE: This communication may contain privileged or other confidential information. If you are not the intended

4/9/2014

DEPARTMENT OF THE INTERIOR Mail - Re: Exercise Option Year? G13PX00887

recipient, or believe that you have received this communication in error, please do not print, copy, retransmit, disseminate, or otherwise use the information. Also, please indicate to the sender that you have received this email in error, and delete the copy you received.

CLT

| CHECKLIST TITLE                |   | Simplified Acquisition (SAT) < \$150K                                                                                              |                                                          |              |                   |
|--------------------------------|---|------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--------------|-------------------|
| Requisition Number: 40143379   |   | \$10140.00                                                                                                                         |                                                          |              |                   |
| Description: 613 PX00FF7 opt 1 |   | File Location                                                                                                                      |                                                          |              |                   |
| Tab                            | X | Action                                                                                                                             | Regulatory Reference                                     | PRISM        | Paper File        |
| <b>PRE-AWARD</b>               |   |                                                                                                                                    |                                                          |              |                   |
|                                |   | Simplified Acquisition Checklist                                                                                                   | http://internal.usgs.gov/ops/acquisition/checklists.html | ✓            | ✓                 |
| 1                              |   | Purchase Request & Attachments, i.e. SOW/Specs; IT & Property Approvals; FISMA; 508; NEPA; Ind. Govt. Est.                         | USGS SM 402.3, 402.5                                     | ✓            | ✓                 |
| 2                              |   | Acquisition Planning i.e. Market Research, Green, Source List, SB consideration, DI-1886, Dissolve Small Business memorandum, etc. | FAR 10.001                                               |              |                   |
| 3                              |   | Limited Competition Justifications (Sole Source, Brand Name)                                                                       | FAR 13.106-1(b)                                          |              |                   |
| 4                              |   | Personal/Non-Personal Services Determination                                                                                       | FARs 37.103 & 37.104                                     |              |                   |
| 5                              |   | Davis Bacon or Service Contract Act Wage Determination                                                                             | FAR 22.404 or FARs 22.1007 & 22.1008                     |              |                   |
| 6                              |   | Justification for Options                                                                                                          | FAR 17.207                                               |              |                   |
| 7                              |   | Public Posting (>\$15K - \$25K)/ Fed Connect FedBiz Opps Posting                                                                   | FARs 5.101, 5.102(a)(1)                                  |              |                   |
| 8                              |   | RFQ And Amendments                                                                                                                 | FAR 13.106-1                                             |              |                   |
| 9                              |   | RFQ Review                                                                                                                         | P&P Memo 1994-2, Supp 4                                  |              |                   |
| 10                             |   | Unsuccessful Quotes                                                                                                                | FAR 13.106                                               |              |                   |
| 11                             |   | Successful Quote                                                                                                                   | FAR 13.106                                               |              |                   |
| 12                             |   | Competition Worksheet                                                                                                              | Form 9-3009                                              |              |                   |
| 13                             |   | Best Value Documentation / Technical Evaluation                                                                                    | FAR 13.106-2                                             |              |                   |
| 14                             |   | Price Reasonableness Memo                                                                                                          | FAR 13.106-3                                             | ✓            | ✓                 |
| 15                             |   | Other Approvals / Legal Review                                                                                                     | DIAPR 2001-3                                             |              |                   |
| 16                             |   | Pre-Award Misc Correspondence                                                                                                      |                                                          | ✓            | ✓                 |
| 17                             |   | Procurement Summary                                                                                                                | FAR 4.8                                                  | ✓            | ✓                 |
| <b>AWARD</b>                   |   |                                                                                                                                    |                                                          | <b>PRISM</b> | <b>Paper File</b> |
|                                |   | Distribution Sheet - Left Side of Paper File                                                                                       |                                                          | N/A          |                   |
| 18                             |   | [X] CCR; [] ORCA; [] EPLS; [X] FPDS-NG                                                                                             | FAR 4.1102 & 18.102; 52.219 28; 9.404; 4.602 & 4.606     | ✓            | ✓                 |
| 19                             |   | Award Review                                                                                                                       | P&P Memo 1994-2, Supp 4                                  | ✓            | ✓                 |
| 20                             |   | Signed Copy of Award                                                                                                               |                                                          |              | ✓                 |
| 21                             |   | Notice of Award to Contractor                                                                                                      |                                                          |              | ✓                 |
| 22                             |   | Contractor's Acceptance of Award                                                                                                   |                                                          |              |                   |
| 23                             |   | Misc Correspondence                                                                                                                |                                                          |              |                   |
| <b>POST-AWARD</b>              |   |                                                                                                                                    |                                                          | <b>PRISM</b> | <b>Paper File</b> |
| 24                             |   | Close-Out Actions (As Needed DOCs in PRISM)                                                                                        | FAR 4.802                                                |              |                   |

Procurement Summary  
For G13PX00887 Option 2  
Req. 0040143379

Discussion was begun in February with CITT at USGS/EROS re: renewal of G13PX00887 for NUIT Northwestern University Rack Space. Requisition 0040143379 was entered into FBMS on 4/14/14 and assigned to the Purchasing Agent (PA) on 4/22/14. This requisition was for renewal of Northwestern University Information Technology (NUIT) rack space rental and maintenance of a switch and optical circuit owned by USGS and in conjunction with a consortium of other agencies. This switch and rack is part of a cooperative effort through NASA's Integrated Service Network (NISN) and the Metropolitan Research and Education Network (MREN) to fulfill DOI mission requirement to make remotely sensed satellite, aerial photographic and topographic data available to the public via the WEB and allows USGS to receive processed satellite data from a USGS Cooperator, NASA EOS. The End-users were notified on 4/23/14 that their requirement was received. Market Research was done on 4/23/14. It was found that this item did not exist on GSA, SEWP or other schedule or location. It was only found from one institution, Northwestern University, and is a proprietary system co-supported by the Consortium of agencies with interest in it. The PA began drafting the PO G13PX00887 Option 2 on 4/23/14.

4/23/14: The Award was submitted to Lisa Womack for Review/Approval for review.

The award G13PX00887 Option Year Two will be made to Northwestern University for \$10,140.00.



Hieb, Carolyn &lt;chieb@usgs.gov&gt;

---

**RE: G13PX00887 Option Exercise, Please Confirm**

1 message

---

**Joe J Mambretti** <j-mambretti@northwestern.edu>  
To: "Hieb, Carolyn" <chieb@usgs.gov>

Thu, Apr 17, 2014 at 12:08 PM

Yes  
Thanks

---

From: Hieb, Carolyn [[chieb@usgs.gov](mailto:chieb@usgs.gov)]  
Sent: Thursday, April 17, 2014 11:29 AM  
To: Joe J Mambretti  
Subject: G13PX00887 Option Exercise, Please Confirm

Hi Joe, Please confirm you are willing to accept Exercise of this Option.

Thanks!.

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501

"Courage is the first of human qualities because it is the quality which guarantees all the others."  
Winston Churchill





Hieb, Carolyn &lt;chieb@usgs.gov&gt;

---

**FW: OUTSTANDING Rack Space rental invoice**

1 message

---

**Gladys Hilarid Villareal** <g-villareal@northwestern.edu>  
To: "Hirschman, Daniel" <hirschmand@usgs.gov>  
Cc: Mia Calla Lee <mdlee@usgs.gov>, Carolyn Hieb <chieb@usgs.gov>

Wed, Dec 17, 2014 at 9:03 AM

Daniel,

I am now set up to use the IPP system. The customer service representative told me that I would need a PO from USGS for the attached invoices before I can submit it in the system. Can you please process and let me know so I can submit the invoices?

Thanks!

Gladys Villareal

IT Coordinator, Administration & Finance

Information Technology

Northwestern University

1801 Maple Ave, Rm 6210

Evanston, IL 60201

Phone: 847-491-4052

Fax: 847-467-3161

[www.it.northwestern.edu](http://www.it.northwestern.edu)

Gladys

**From:** Hirschman, Daniel [mailto:[hirschmand@usgs.gov](mailto:hirschmand@usgs.gov)]  
**Sent:** Thursday, December 11, 2014 9:02 AM  
**To:** Gladys Hilarid Villareal



**Cc:** Mia Calla Lee; Carolyn Hieb

**Subject:** Fwd: OUTSTANDING Rack Space rental invoice

Gladys,

The obligations are still showing they are not invoiced our system. Please work with your Contracting Officer (Carolyn Hieb) to get set up on Invoice Processing Platform (IPP).

<https://www.ipp.gov/>

If you are still having issues after submitting your invoices to IPP, please let me know.

Thank you,

Daniel

--

Daniel Hirschman

Financial Services Budget Analyst

United States Geological Survey / EROS

Phone (605) 594-2535

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----- Forwarded message -----

From: **Rechtenbaugh, Michael** <[rech@usgs.gov](mailto:rech@usgs.gov)>

Date: Wed, Dec 10, 2014 at 11:54 AM

Subject: Fwd: OUTSTANDING Rack Space rental invoice

To: Mia Calla Lee <[mdlee@usgs.gov](mailto:mdlee@usgs.gov)>

Cc: Robert Van Den Oever <[vdo@usgs.gov](mailto:vdo@usgs.gov)>, Daniel Hirschman <[hirschmand@usgs.gov](mailto:hirschmand@usgs.gov)>

Mia Calla,

Attached are two apparent unpaid invoices from the Northwestern University for co-location costs of our StarLight router. I had thought that this was paid for last year and for the current year. I believe that Dan Hirschman may have researched this issue earlier this year.

Please let me know if you have any questions.

=====

Mike Rechtenbaugh

Sr. Network Engineer

Stinger Ghaffarian Technologies (SGT)

Contractor to U.S. Geological Survey (USGS)

The Earth Resources Observation and Science Center

47914 252nd Street

Sioux Falls, SD 57198

Email: [rech@usgs.gov](mailto:rech@usgs.gov)

Phone: 605-594-6835

----- Forwarded message -----

From: **Gladys Hilarid Villareal** <[g-villareal@northwestern.edu](mailto:g-villareal@northwestern.edu)>

Date: Wed, Dec 10, 2014 at 10:30 AM

Subject: OUTSTANDING Rack Space rental invoice

To: "[rech@usgs.gov](mailto:rech@usgs.gov)" <[rech@usgs.gov](mailto:rech@usgs.gov)>

Cc: Joe J Mambretti <[j-mambretti@northwestern.edu](mailto:j-mambretti@northwestern.edu)>

Michael,

It's been a while and we have not heard back from you regarding the 2 outstanding invoices attached. Can you please let me know the status of payment.

Thanks!

Gladys

---

**From:** Gladys Hilarid Villareal  
**Sent:** Tuesday, March 04, 2014 3:03 PM  
**To:** Rechtenbaugh, Michael ([rech@usgs.gov](mailto:rech@usgs.gov))  
**Cc:** Joe J Mambretti  
**Subject:** FW: Rack Space rental invoice

Michael,

Attached is the unpaid invoice for the previous year. I will send in a separate email the invoice for the renewal year.

Gladys

**From:** Gladys Hilarid Villareal  
**Sent:** Tuesday, April 02, 2013 9:42 AM  
**To:** [boyd@usgs.gov](mailto:boyd@usgs.gov)  
**Cc:** [INVPAY@usgs.gov](mailto:INVPAY@usgs.gov); [hirschmand@usgs.gov](mailto:hirschmand@usgs.gov)  
**Subject:** Rack Space rental invoice

John,

Good Morning!

Attached is the invoice for the rack space rental in our facility for the period of 5/1/2013 to 4/30/2014.

THanks!

Gladys Villareal  
IT Coordinator, Administration & Finance  
Information Technology  
Northwestern University  
1801 Maple Ave, Rm 6210  
Evanston, IL 60201


Phone: 847-491-4052


Fax: 847-467-3161

[www.it.northwestern.edu](http://www.it.northwestern.edu)

**From:** [1801maple6thfloor@northwestern.edu](mailto:1801maple6thfloor@northwestern.edu) [<mailto:1801maple6thfloor@northwestern.edu>]  
**Sent:** Tuesday, April 02, 2013 10:01 AM  
**To:** Gladys Hilarid Villareal  
**Subject:** Attached Image

**2 attachments**

 **3951\_0001.pdf**  
30K

 **ICAIR03-14-001.pdf**  
33K





# Northwestern University

NORTHWESTERN  
UNIVERSITY

1800 Sherman Ave Suite 206  
Evanston, IL 60201  
847.491.4073 fax 847.467.6500

Invoice No. ICAIR04/13-002

## INVOICE

### Customer

Name U S Geological Survey, APS  
Address 12201 Sunrise Valley Drive, MS 202  
City Reston STATE VA ZIP 20192  
Contact Darlene Hickey

Date 4/2/2013  
Rack No. 0212.06C  
PO G11PX00760  
Cust. No. 6555

| Qty                                                                                                                                                              | Description                                  | Unit Price   | TOTAL              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|--------------|--------------------|
| 12                                                                                                                                                               | Monthly Rack Space FOR 5/1/2013 to 4/30/2014 | \$845.00     | \$10,140.00        |
| <b>For Electronic Transfer:</b><br>JP MORGAN CHASE BANK<br>ABA # 021000021<br>NORTHWESTERN UNIVERSITY<br>GENERAL FUNDS ACCOUNT # 5571111<br>Swift Code: CHASUS33 |                                              |              |                    |
|                                                                                                                                                                  |                                              | SubTotal     | \$10,140.00        |
|                                                                                                                                                                  |                                              | <b>TOTAL</b> | <b>\$10,140.00</b> |

### Send Payment To:

Northwestern University  
ATTN: Vicky Huettner  
Manager Administrative Services  
1801 Maple Avenue Room 6210  
Evanston, IL 60201



# Northwestern University

Invoice No. ICAIR03/14-001

NORTHWESTERN  
UNIVERSITY

1800 Sherman Ave Suite 206  
Evanston, IL 60201  
847.491.4073 fax 847.467.6500

## INVOICE

### Customer

Name U S Geological Survey, APS  
Address 12201 Sunrise Valley Drive, MS 202  
City Reston STATE VA ZIP 20192  
Contact Darlene Hickey

Date 3/4/2014  
Rack No. 0212.06C  
PO G13PX00887  
Cust. No. 6555

| Qty                                                                                                                                                                                                                                 | Description                                  | Unit Price   | TOTAL              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|--------------|--------------------|
| 12                                                                                                                                                                                                                                  | Monthly Rack Space FOR 5/1/2014 to 4/30/2015 | \$845.00     | \$10,140.00        |
| <p><b>For Electronic Transfer:</b><br/>           JP MORGAN CHASE BANK<br/>           ABA # 021000021<br/>           NORTHWESTERN UNIVERSITY<br/>           GENERAL FUNDS ACCOUNT # 5571111<br/>           Swift Code: CHASUS33</p> |                                              |              |                    |
|                                                                                                                                                                                                                                     |                                              | SubTotal     | \$10,140.00        |
|                                                                                                                                                                                                                                     |                                              | <b>TOTAL</b> | <b>\$10,140.00</b> |

### Send Payment To:

Northwestern University  
ATTN: Vicky Huettner  
Manager Administrative Services  
1801 Maple Avenue Room 6210  
Evanston, IL 60201



Hieb, Carolyn <chieb@usgs.gov>

**Northwestern University (NUIT) Rack Space Option Year One G13PX00887 Opt. 1 Attached.**

1 message

**Hieb, Carolyn** <chieb@usgs.gov>

Mon, Apr 28, 2014 at 3:24 PM

To: Joe J Mambretti <j-mambretti@northwestern.edu>, Thomas Kalvelage <kalvelage@usgs.gov>, Kenneth Kliner <kkliner@usgs.gov>

Dear Joe, Please place order or forward to appropriate personnel. Please acknowledge receipt. POP 5/1/14-4/30/15.

Thanks!

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501

"Courage is the first of human qualities because it is the quality which guarantees all the others."  
Winston Churchill



 **G13PX00887 Opt1 PO.pdf**  
877K

Procurement Summary

For G13PX00887

Req. 0040087221

Requisition 0040087221 was entered into FBMS on 5/16/13 and assigned to the Purchasing Agent (PA) on 5/21/13. This requisition was for renewal of Northwestern University Information Technology (NUIT) rack space rental and maintenance of a switch and optical circuit owned by USGS and in conjunction with a consortium of other agencies. This switch and rack is part of a cooperative effort through NASA's Integrated Service Network (NISN) and the Metropolitan Research and Education Network (MREN) to fulfill DOI mission requirement to make remotely sensed satellite, aerial photographic and topographic data available to the public via the WEB and allows USGS to receive processed satellite data from a USGS Cooperator, NASA EOS. The End-users were notified on 5/21/13 that their requirement was received and a soft copy of the J&A was requested, more updates were required. Market Research was done on 5/22/13. It was found that this item did not exist on GSA, SEWP or other schedule. It was only found from one institution, Northwestern University, and is a proprietary system co-supported by the Consortium of agencies with interest in it. The PA received the Soft copy of the J&A late 5/21/13. The PA submitted a re-write to the Project on 5/22/13. RFQ G13PS00414 was drafted, awaiting a signed 1886. The 1886 was submitted on 5/21/13 to Melissa Gill. This was signed off on 5/22/13. The PA released G13PS00414 on 5/22/13. A Quote was received from NUIT on 6/3/13. The PA began drafting the PO G13PX00887 on 6/3/13. Also, the PA received verbal approval that this item was technically acceptable from John Boyd on 6/5/13. (John was copied on the emails concerning the quotations and was working on a technical emergency on 6/5/13).

6/5/13: The Award was submitted to Lisa Womack for Review/Approval for review.

The award G13PX00887 will be made to Northwestern University for \$10,140.00 for the base year and Option Year for \$10,140.00 and was LPTA per John Boyd the Technical POC.

Carolyn Hieb

Purchasing Agent      6/5/13





Hieb, Carolyn <chieb@usgs.gov>

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## Review/Approve G13PX00887 NUIT (Northwestern University MREN rack Space)

1 message

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**Hieb, Carolyn** <chieb@usgs.gov>  
To: Lisa Womack <lwomack@usgs.gov>

Wed, Jun 5, 2013 at 3:15 PM

I waited for John to sign Technical Approval. He gave me verbal. He is working with the Networking crisis that has happened with HQ and apparently we are back-up so this has slowed everything down. He is our Network man here.

Thanks!

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501  
Fx 605 594-6543

"Courage is the first of human qualities because it is the quality which guarantees all the others."  
Winston Churchill



Hieb, Carolyn &lt;chieb@usgs.gov&gt;

---

**Fwd: Invoice from MREN**

1 message

**Hieb, Carolyn** <chieb@usgs.gov>

Wed, Mar 5, 2014 at 12:14 PM

To: Dan Howard &lt;dhoward@it-bw.com&gt;

Dan, You'll have to have NUIT bill if the attached is true and you are trying to bill under a different vendor number than is on the PO. If you look at page 2 under DUNS, and who the PO is made out to, that is who can bill. This differentiation was never given to me when we did the PO and we have always done it to Northwestern U. That is something I cannot modify to change at this juncture.

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501

"Courage is the first of human qualities because it is the quality which guarantees all the others."  
Winston Churchill

----- Forwarded message -----

From: **Hirschman, Daniel** <hirschmand@usgs.gov>

Date: Wed, Mar 5, 2014 at 11:12 AM

Subject: Fwd: Invoice from MREN

To: Carolyn Hieb &lt;chieb@usgs.gov&gt;, Lisa Womack &lt;lwomack@usgs.gov&gt;

Cc: Sharla Van Beek &lt;vanbeek@usgs.gov&gt;, Kimberly Allington &lt;allington@usgs.gov&gt;, Melissa Bentz &lt;mbentz@usgs.gov&gt;, Dan Howard &lt;dhoward@it-bw.com&gt;

Carolyn,

The PO number is the same one that is on the PO the customer sent. It looks like the PO might have been issued to the wrong vendor number (70067016 Northwestern University) and the invoice states MREN as the company. So if Dan Howard is looking for the PO under his company it will not show up in IPP.

I do not think that IPP can fix those issues with the purchase order. Please work with Dan Howard to verify the correct customer number was attached to the Purchase Order.

When you are verifying the customer Please look at the POP and dollar amount of award. Both of those seem to be different on the attached agreement then on the attached invoice.

Thank you,  
Daniel

—

Daniel Hirschman  
Financial Services Budget Analyst  
United States Geological Survey / EROS  
Phone (605) 594-2535

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----- Forwarded message -----

From: **Hieb, Carolyn** <[chieb@usgs.gov](mailto:chieb@usgs.gov)>  
Date: Wed, Mar 5, 2014 at 10:00 AM  
Subject: Re: Invoice from MREN  
To: "Bentz, Melissa" <[mbentz@usgs.gov](mailto:mbentz@usgs.gov)>

can you do a screen print and give me a copy Melissa...just in case the PO got entered one digit off (someone left out a zero, or some crazy thing) looks right in prism.

Thanks!!!

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501

"Courage is the first of human qualities because it is the quality which guarantees all the others."  
Winston Churchill

On Wed, Mar 5, 2014 at 9:27 AM, Bentz, Melissa <[mbentz@usgs.gov](mailto:mbentz@usgs.gov)> wrote:

Shar is out today. I checked FBMS and do not see a payment applied to the line of the PO.

Melissa Bentz  
Budget Tech  
USGS/EROS  
47914 252nd Street  
Sioux Falls, SD 57198  
(605) 594-2900  
fax (605) 594-6069

On Tue, Mar 4, 2014 at 3:34 PM, Hieb, Carolyn <[chieb@usgs.gov](mailto:chieb@usgs.gov)> wrote:

No, this number is correct. I would call IPP and ask them if they have this number in the system and the status they have.

Shar, can you check this PO# and see if it's already been paid in FBMS? G13PX00887.

Thanks so much.

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501

"Courage is the first of human qualities because it is the quality which guarantees all the others."  
Winston Churchill

On Tue, Mar 4, 2014 at 2:39 PM, Dan Howard <[dhoward@it-bw.com](mailto:dhoward@it-bw.com)> wrote:

Hello,

Yes, I am signed up but when in the system referring to the PO# G13PX00887, the system reports that there is no PO matching that number. Am I using the wrong PO# for the MREN connection fee?

Dan Howard

630-887-2910

**From:** Hieb, Carolyn [mailto:[chieb@usgs.gov](mailto:chieb@usgs.gov)]

**Sent:** Tuesday, March 04, 2014 2:30 PM

**To:** Dan Howard

**Subject:** Re: Invoice from MREN

Dan, I am sorry the system is proving difficult. This is a system for Vendors and Contractors to be paid. I do not have access to your account, nor should I as it involves private information such as bank accounts, etc. If you need assistance please call the IPP help line. My understanding is it is a pretty easy process once you are signed up and have an account. Are you signed up in the system? If so, call the IPP help line and maybe they can streamline this billing process for you. If not signed up, an unfortunate hurdle that must be crossed. Once you are done and familiar with the system, you will find that you will be paid quickly every year.

Carolyn Hieb

Purchasing Agent

USGS/OAG/EROS

47914 252nd St.

Sioux Falls, SD 57198

Ph 605 594-6501

"Courage is the first of human qualities because it is the quality which guarantees all the others."

Winston Churchill

On Tue, Mar 4, 2014 at 2:17 PM, Dan Howard <[dhoward@it-bw.com](mailto:dhoward@it-bw.com)> wrote:

Hello,

I am in the IPP system and trying to enter an invoice for PO# G13PX00887, which should exist for the current service year on the connection charge of \$10,000. Unfortunately, I have reached my limit on the time I can spend on this issue, and have not been able to generate the invoice. Is there any assistance you can provide in getting the invoice paid? Very time consuming process... Please advise.

Dan Howard

630-887-2910

**From:** Hieb, Carolyn [mailto:[chieb@usgs.gov](mailto:chieb@usgs.gov)]

**Sent:** Tuesday, March 04, 2014 12:02 PM

**To:** Dan Howard

**Subject:** Re: Invoice from MREN

Dan, Who have they given you as the POC for this requirement (since John Boyd Retired)? They will have to begin the paperwork for the next one since July is not far for IT requirements. As for this invoice, thanks for the copy, but you will have to enter this into IPP and use the PO# on the requirement (if you have not already billed for this one).

Carolyn Hieb

Purchasing Agent

USGS/OAG/EROS

47914 252nd St.

Sioux Falls, SD 57198

Ph 605 594-6501

"Courage is the first of human qualities because it is the quality which guarantees all the others."

Winston Churchill

On Tue, Mar 4, 2014 at 11:37 AM, Dan Howard <[dhoward@it-bw.com](mailto:dhoward@it-bw.com)> wrote:

Hello:

Attached is your annual invoice from MREN for connectivity from July 1, 2013 to June 30, 2014.

Can you please confirm that the attached invoice is acceptable so we can move through the IPP process for payment?

Thank you.


Please contact me if you have any questions.

Dan Howard  
ISI Communications, Inc.  
5235 Central Avenue  
Western Springs, IL 60558  
(630) 887-2910 office  
(630) 878-1325 cell

---

**2 attachments**

 **Inv\_60850\_from\_MREN\_Services\_5216 (2).pdf**  
66K

 **G13PX00887 PO.pdf**  
6974K



## SIMPLIFIED ACQUISITION REVIEW SHEET

ORDER NO.: G13PX00887 Opt: 1 Date: 04/28/2014 Buyer: Hieb

Approval subject to the following comments to be corrected or resolved.

1. Section 13.D on the SF-30 should state "Mutual Agreement of the Parties". (C/R)

Resolved: Several option year exercises have been executed with verbiage this PA had - Unilateral Agreement, Exercise an Option FAR 52.217-9. Regardless, changed per request.

To be checked by reviewer:

- Wage Determination**, and Statement of Equivalent Wages and Benefits for Service Contracts/Construction Contracts (OM) – Service Contract Act clause/Davis-Bacon Act, are included in actions over \$2,500 for services, \$2,000 for construction.
- Bid Board** posting of OM action over \$15,000 not places on EC.
- FedBizOpps** Synopsis or evidence of EC competition included in the file for OM action over \$25,000.
- Approved Form DI-1886** for OM and FSS awards over \$25,000.
- FPDS-NG** form completed and accurate.

**Approved**

**Approved subject to the correction/resolution of the above items prior to issuance of purchase/delivery order.**

**Resubmit for review.**

*Lisa E. Womack*

Digitally signed by LISA WOMACK  
DN: c=US, o=U.S. Government, ou=Department  
of the Interior, ou=Geological Survey, cn=LISA  
WOMACK,  
0.9.2342.19200300.100.1.1=14001000119287  
Date: 2014.04.28 15:02:07 -04'00'

Signature

Date



To: John E Boyd/GEOG/USGS/DOI,  
Cc:  
Bcc:  
Subject: 40029929 Receipt of PR by Purchasing Agent on 3/14/12

---

Spoke w John  
reformat.

3/18 requested





Hieb, Carolyn &lt;chieb@usgs.gov&gt;

---

**Re: Rack Space rental invoice**

1 message

---

**Boyd, John** <boyd@usgs.gov>  
To: "Van Beek, Sharla" <vanbeek@usgs.gov>  
Bcc: chieb@usgs.gov

Tue, Apr 2, 2013 at 1:38 PM

Shar,

Yes, I will. I'm working on the SOW and sole-source justification now. PR & Summary Sheet later this week.

Thanks,  
John

On Tue, Apr 2, 2013 at 12:35 PM, Van Beek, Sharla <vanbeek@usgs.gov> wrote:

John,

Will you be preparing a Purchase Request for this or is it not needed this year?

Let me know please and thank you  
Shar

----- Forwarded message -----

From: **Hirschman, Daniel** <hirschmand@usgs.gov>  
Date: Tue, Apr 2, 2013 at 10:39 AM  
Subject: Fwd: Rack Space rental invoice  
To: Sharla Van Beek <vanbeek@usgs.gov>

May want to look at the UDO and verify if the PO is correct.  
Daniel

----- Forwarded message -----

From: **Gladys Hilarid Villareal** <g-villareal@northwestern.edu>  
Date: Tue, Apr 2, 2013 at 9:42 AM  
Subject: Rack Space rental invoice  
To: "boyd@usgs.gov" <boyd@usgs.gov>  
Cc: "INVPAY@usgs.gov" <INVPAY@usgs.gov>, "hirschmand@usgs.gov" <hirschmand@usgs.gov>

John,

Good Morning!

Attached is the invoice for the rack space rental in our facility for the period of 5/1/2013 to 4/30/2014.

THanks!

Gladys Villareal

IT Coordinator, Administration & Finance

Information Technology

Northwestern University

1801 Maple Ave, Rm 6210

Evanston, IL 60201

Phone: 847-491-4052

Fax: 847-467-3161

[www.it.northwestern.edu](http://www.it.northwestern.edu)

**From:** [1801maple6thfloor@northwestern.edu](mailto:1801maple6thfloor@northwestern.edu) [mailto:[1801maple6thfloor@northwestern.edu](mailto:1801maple6thfloor@northwestern.edu)]

**Sent:** Tuesday, April 02, 2013 10:01 AM

**To:** Gladys Hilarid Villareal

**Subject:** Attached Image

--

Daniel Hirschman  
Financial Services Budget Analyst  
United States Geological Survey / EROS  
Phone (605) 594-2535

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--

Sharla Van Beek  
Budget Analyst  
U.S. Geological Survey - EROS  
Phone: 605-594-6544  
Fax: 605-594-6069  
[vanbeek@usgs.gov](mailto:vanbeek@usgs.gov)

3/13/2015

DEPARTMENT OF THE INTERIOR Mail - Re: Rack Space rental invoice

-  
John



Hieb, Carolyn <chieb@usgs.gov>

---

## NUIT Sole-source procurement of Router Rack Space 2- or 5-Yr Contract

1 message

---

**Boyd, John** <boyd@usgs.gov>

Wed, Mar 27, 2013 at 3:34 PM

To: Carolyn Hieb <chieb@usgs.gov>

Carolyn,

I slipped under your door a copy of my J&A and SOW, plus pg 1 of the old contract, plus a draft PR for the NUIT service contract. Please let me know if I fix up the dates, are the two justification docs good enough to send to Julie, or for you if we do a 1+1 contract?

I want to have the package ready for you and Julie by Monday. I realize you're out beginning tomorrow afternoon. No such luck for me.

Thanks.

—

John



Hieb, Carolyn &lt;chieb@usgs.gov&gt;

**RE: Attached is Purchase Order G13PX00887 Re: G13PS00414 RFQ**

1 message

Joe J Mambretti &lt;j-mambretti@northwestern.edu&gt;

Thu, Jun 13, 2013 at 1:52 PM

To: "Hieb, Carolyn" &lt;chieb@usgs.gov&gt;

Cc: "Boyd, John" &lt;boyd@usgs.gov&gt;

Ok, I have this.

>IPP

I sure that there is someone here who cann address this.(!)

Thanks

---

**From:** Hieb, Carolyn [[chieb@usgs.gov](mailto:chieb@usgs.gov)]**Sent:** Thursday, June 13, 2013 1:10 PM**To:** Joe J Mambretti**Cc:** Boyd, John**Subject:** Attached is Purchase Order G13PX00887 Re: G13PS00414 RFQ

Hi Joe, John, Attached is PO#G13PX00887, This is for a base year (Starting 2013) plus the option of an additional year starting 5/1/14. Please acknowledge receipt of this PO. Please note as per attached clauses that all billing is per IPP (Internet Payment Platform). The use of this is mandatory.

Thanks!

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501  
Fx 605 594-6543

"Courage is the first of human qualities because it is the quality which guarantees all the others."  
Winston Churchill

On Mon, Jun 3, 2013 at 12:50 PM, Joe J Mambretti <[j-mambretti@northwestern.edu](mailto:j-mambretti@northwestern.edu)> wrote:

Yes this is correct

Thanks

---

**From:** Hieb, Carolyn [[chieb@usgs.gov](mailto:chieb@usgs.gov)]**Sent:** Monday, June 03, 2013 12:43 PM**To:** Joe J Mambretti

**Cc:** Boyd, John

**Subject:** Re: G13PS00414 RFQ

Hi Joe, Just confirming the price of \$10,140.00 per year, base and one option year?

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501  
Fx 605 594-6543

"Courage is the first of human qualities because it is the quality which guarantees all the others."  
Winston Churchill

On Mon, Jun 3, 2013 at 12:34 PM, Joe J Mambretti <[j-mambretti@northwestern.edu](mailto:j-mambretti@northwestern.edu)> wrote:

Hello

The DUNS number is below.

The pricing is the same as last year.

We have no proprietary letter.

Thnaks

**Dun and Bradstreet # (DUNS#)**  
Evanston Campus - 160079455

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**From:** Boyd, John [[boyd@usgs.gov](mailto:boyd@usgs.gov)]  
**Sent:** Monday, June 03, 2013 11:54 AM  
**To:** Joe J Mambretti  
**Cc:** Carolyn Hieb  
**Subject:** Fwd: G13PS00414 RFQ

Joe,

It looks like Carolyn used an incorrect address on this email to you from Thursday, May 23.

Would you please email Carolyn as noted below, or give her a call at (605) 594-6501.

Thanks,  
John Boyd

----- Forwarded message -----

From: **Hieb, Carolyn** <[chieb@usgs.gov](mailto:chieb@usgs.gov)>  
Date: Thu, May 23, 2013 at 1:34 PM

Subject: G13PS00414 RFQ

To: [j\\_mambretti@northwestern.edu](mailto:j_mambretti@northwestern.edu), John Boyd <[boyd@usgs.gov](mailto:boyd@usgs.gov)>

Hi Joe, Per our past request, we need you to provide your pricing in response to attached RFQ #G13PS00414 for base year 5/1/2013-4/30/14 and option year one 5/1/14-4/30/15 for this requirement.

Please provide your DUNS and a proprietary letter if you have one.

Will use the data from the past PO #G11PX00760 to substantiate pricing.

Thanks!

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501  
Fx 605 594-6543

"Courage is the first of human qualities because it is the quality which guarantees all the others."  
Winston Churchill

-

John









Hieb, Carolyn <chieb@usgs.gov>

---

## NUIT J&A 87221 Sorry, here it is

1 message

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**Hieb, Carolyn** <chieb@usgs.gov>  
To: John Boyd <boyd@usgs.gov>


Tue, May 21, 2013 at 2:10 PM

Carolyn Hieb  
Purchasing Agent  
USGS/OAG/EROS  
47914 252nd St.  
Sioux Falls, SD 57198

Ph 605 594-6501  
Fx 605 594-6543

"Courage is the first of human qualities because it is the quality which guarantees all the others."  
Winston Churchill

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 **87221 j&A NUIT\_J&A\_2013 (1).pdf**  
213K

## **JUSTIFICATION AND APPROVAL**

### **PR 40087221 NUIT**

Justification for Other Than Full and Open Competition (FAR13.106)

#### **1. Contracting Agency and Activity.**

The Department of the Interior, United States Geological Survey, Office of Acquisition and Grants plans to contract by means other than full and open competition. This document sets forth the justification and approval for use of one of the exceptions to full and open competition allowed under the Competition in Contracting Act (CICA) of 1984 as implemented in FAR 13.106-1(b)(1).

#### **2. Nature of Action Being Approved.**

Award a Base contract with One Option year to Northwestern University Information Technology (NUIT) to provision router rack space and related connectivity services to the National Aeronautics and Space Administration (NASA) Integrated Services Network (NISN) and Internet2 (formerly Abilene) POP for both years is from May 1, 2013 through April 30, 2015.

#### **3. Description of Supplies or Services.**

The USGS Earth Resources Observation and Science (EROS) Center in Sioux Falls, SD requires rack space, power, point-to-point Optical Circuit (OC)-48 demarcation (termination), and connectivity to a NASA Integrated Services Network (NISN) router and to the Metropolitan Research and Education Network (MREN) communications exchange switch located in the NUIT facility. The space and connectivity are required to fulfill a Department of the Interior mission requirement to make remotely sensed satellite, aerial photography, and topographic data available to the public via web-enabled network delivery. A second requirement is to receive processed satellite data from a USGS cooperator, the NASA Earth Observing Systems (EOS). The latter is a requirement of a ten-year MOU with NASA. This requirement is for a Base Plus One Option Year of Rack Space.

#### **4. Estimated Dollar Value.**

Base Year: Date of Award – 4/30/2014. \$10,140.00

Option Year 1: 5/1/14-4/30/2015 \$10,140.00

#### **5. Statutory Authority.**

The proposed action may be awarded on a sole source basis under the authority of FAR 13.106-1(b)(1) – only one source reasonably available.

#### **6. Rationale Supporting Use of Citation in No. 5.**

The NUIT / MREN interchange in Chicago is the only point available for interconnection with both a NISN router and a connection to the MREN switch. The MREN switch provides access to Internet2, National Lambda Rail, and other national and international advanced Research and Education (R&E) networks. The NUIT facility provides access to these advanced R&E networks solely through the MREN communications exchange switch located at NUIT. USGS/EROS has an OC-48 point-to-point communication circuit between EROS and a demarcation point within NUIT. USGS/EROS pays a lease cost of \$570,000 annually for the OC-48 circuit. USGS/EROS has a \$130,000 router installed at NUIT that connects the OC-48 circuit to the NASA NISN router and to the MREN communications exchange switch. There is no other location in the U.S. where USGS/EROS can connect both to the NASA router and MREN communications exchange switch.

a. The NUIT facility provides USGS/EROS a connection to the NISN router via a 1-gigabit Ethernet cable. There is no other location in Chicago where USGS/EROS can connect to the NISN router.

b. The NUIT facility provides USGS/EROS a connection to the MREN communications exchange switch via a 10-gigabit fiber-optic cable. The maximum distance for this connection is approximately 500 meters. There is no other location in Chicago where EROS can connect to mission-critical national and international R&E networks available at the MREN switch. Connection to these national and international networks is essential for receiving satellite acquisitions and for distributing processed earth science data to the public and to government agencies as well as state university research facilities. Over two petabytes (2,000 terabytes) of earth science data are distributed and received annually via this connection. NUIT has provided this essential connectivity since 2004.

c. To relocate the point-to-point circuit, relocate the router, and reconnect to the NASA router and a communications exchange switch – if such connections were available at another facility, which they are not – would cost USGS/EROS at least \$100,000 for non-recurring costs and in excess of \$100,000 annually in recurring costs.

## **7. Other Information.**

The space and connectivity are required to fulfill a Department of the Interior mission requirement to make remotely sensed satellite, aerial photography, and topographic data available to the public via web-enabled network delivery. A second requirement is to receive processed satellite data from a USGS cooperator, the NASA Earth Observing Systems (EOS). The latter is a requirement of a ten-year MOU with NASA.

## **8. The Efforts to Identify Additional Sources Including the Market Research Conducted.**

Market research conducted via Scientific Peer Groups and the Internet shows that there is no other location in the U.S. where USGS/EROS can connect to the required networks. This fact can be inferred from the following material obtained from the web. The material conclusively establishes Chicago as being one of four national communications switching centers in the U.S., and MREN as being the sole organization for hosting a high-speed network communications exchange switch. In Chicago, the MREN switch (and NISN router) is housed on the second floor

inside the NUIT facility, within 300 meters of the USGS/EROS router, which is installed in a rack provided by NUIT.

Wikipedia states four national switching centers were established some years ago, one located in Chicago: “Four Network Access Points (NAPs) were defined under the U.S. [National Information Infrastructure](#) (NII) document as transitional data communications facilities at which Network Service Providers (NSPs) would exchange traffic, in replacement of the publicly-financed [NSFNet](#) Internet backbone. The [National Science Foundation](#) let contracts supporting the four NAPs, one to [MFS Datanet](#) for the preexisting [MAE](#) in Washington, D.C., and three others to [Sprint](#), [Ameritech](#), and [Pacific Bell](#), for new facilities of various designs and technologies, in Pennsauken (NJ), **Chicago**, and California, respectively.”

Further, the Village of Tinley Park, Illinois states on their web site that “The Chicago Network Access Point (NAP) - the world's largest Internet exchange point by volume - is located in the central business district. The majority of the advanced telecommunications infrastructure within the region connects directly to the NAP in order to exchange traffic.”

<http://www.tinleypark.org/ed/advantages/technology.htm>

The web site further states: “[StarTap] The only facility in the world which allows for a cooperative interconnection point among numerous international advanced networks is located in Chicago and peers at the Chicago NAP.” StarTap is an association of research networks that terminate at the communications exchange switch operated by the Metropolitan Research and Education Network (MREN). The referenced web site also states: “[MREN] One of the world's most advanced, innovative, high-performance regional networks utilizes the Chicago NAP as a hub and is comprised of several regional research institutions including: The University of Chicago, Argonne National Laboratory, University of Illinois at Chicago, Fermi National Accelerator Laboratory and Northwestern University.”

MREN provides a large high-speed communications exchange switch, housed inside the NUIT facility in downtown Chicago, which interconnects high-performance regional and international networks to one another as well as to federal users such as NASA and USGS. MREN provides the USGS with a 10-gigabit-per-second port on this exchange switch. MREN is not a vendor; rather, it is a non-profit organization that provides a service for federal and state governments to connect to one another and to national networks, on a cost-recoverable basis. The USGS has used the MREN switch for eight years for the purpose described above.

## **9. Future Plans to Permit Competition.**

If, in the future alternative, qualified options that fulfill this requirement become available, competition will be undertaken. Until such time, no actions are contemplated.

## **10. Recommendation and Certification from Program Office**

Based on the above, I recommend this acquisition be conducted on the basis of other than full and open competition. I certify that technical data which form a basis for this justification that are the responsibility of technical or requirements personnel are complete and accurate.

John E. Boyd \_\_\_\_\_  
Network Services Manager                      Signature                      Date  
USGS/EROS

**11. Certifications and Approval from the Contracting Officer:**

- a. The Contracting Officer has determined that this order represents a best value to the Government consistent with FAR 13.106-1(a)(1). This is a cooperative effort of which USGS/EROS pays a fraction of the cost and fulfills USGS Mission Requirements as stated in #7. There are no other locations existing that would fulfill this requirement at this time.
- b. This justification is accurate and complete to the best of my knowledge and belief.

**12. Approval:**

Carolyn M. Hieb \_\_\_\_\_  
Contracting Officer                      Signature                      Date  
USGS/EROS



Hieb, Carolyn &lt;chieb@usgs.gov&gt;

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**Fwd: Submission of documents for procurement of rack space at NUIT, Chicago**

1 message

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**Boyd, John** <boyd@usgs.gov>  
To: Carolyn Hieb <chieb@usgs.gov>

Tue, May 21, 2013 at 2:00 PM

Carolyn,

Please see NUIT J&amp;A from earlier.

Thanks for your help.

John

----- Forwarded message -----

From: **Boyd, John** <boyd@usgs.gov>

Date: Mon, Apr 29, 2013 at 2:44 PM

Subject: Submission of documents for procurement of rack space at NUIT, Chicago

To: Carolyn Hieb &lt;chieb@usgs.gov&gt;

Carolyn,

I've submitted a PR to Ashley E. for finalization, as well as a Summary Sheet for the Deputy Director.

Here are new and reference documents related to the procurement of one year of rack space at NUIT. It should be a five-year contract w/ base &amp; four option years, but I would like to avoid the delay inherent in that process.

The contract expires April 30. The NUIT Director doesn't get in a panic about this contract being late, but I think he requires the full \$10,140 to be paid annually. One thing to consider changing would be the invoicing period - one invoice a year would require a lot less work for everyone, if NUIT were to agree.

Please let me know what other documentation is required.

--

John

--

John

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**4 attachments** **NUIT\_J&A\_2013.doc**  
40K **NUIT\_SOW\_2013.doc**  
30K **PR\_NUIT\_2013.xls**  
33K **REF\_OpYr-1\_NUIT\_G11PX00760OPT1UNS.pdf**  
717K

## **JUSTIFICATION AND APPROVAL**

### **Justification for Other Than Full and Open Competition (FAR 6.3)**

#### **1. Contracting Agency and Activity.**

The Department of the Interior, United States Geological Survey, Office of Acquisition and Grants plans to contract by means other than full and open competition. This document sets forth the justification and approval for use of one of the exceptions to full and open competition allowed under the Competition in Contracting Act (CICA) of 1984.

#### **2. Nature of Action Being Approved.**

Award a base contract with one option year to Northwestern University Information Technology (NUIT) to provision router rack space and related connectivity services to the National Aeronautics and Space Administration (NASA) Integrated Services Network (NISN) and Internet2 (formerly Abilene) from May 1, 2013 through April 30, 2014.

#### **3. Description of Supplies or Services.**

The USGS Earth Resources Observation and Science (EROS) Center in Sioux Falls, SD requires rack space, power, point-to-point Optical Circuit (OC)-48 demarcation (termination), and connectivity to a NASA Integrated Services Network (NISN) router and to the Metropolitan Research and Education Network (MREN) communications exchange switch located in the NUIT facility. The space and connectivity are required to fulfill a Department of the Interior mission requirement to make remotely sensed satellite, aerial photography, and topographic data available to the public via web-enabled network delivery. A second requirement is to receive processed satellite data from a USGS cooperator, the NASA Earth Observing Systems (EOS). The latter is a requirement of a ten-year MOU with NASA.

#### **4. Estimated Dollar Value.**

One year of services costs \$10,140.00 (\$845.00 per month).

#### **5. Statutory Authority.**

The proposed action may be awarded without full and open competition under 41 U.S.C. 253(c) (1) as implemented in FAR 6.302-1 and 6.302-3.

#### **6. Rationale Supporting Use of Citation in No. 5.**

The NUIT / MREN interchange in Chicago is the only point available for interconnection with both a NISN router and a connection to the MREN switch. The MREN switch provides access to Internet2, National Lambda Rail, and other national and international advanced Research and Education (R&E) networks. The NUIT facility provides access to these advanced R&E networks solely through the MREN communications exchange switch located at NUIT.

USGS/EROS has an OC-48 point-to-point communication circuit between EROS and a demarcation point within NUIT. EROS pays a lease cost of \$570,000 annually for the OC-48 circuit. EROS has a \$130,000 router installed at NUIT that connects the OC-48 circuit to the NASA NISN router and to the MREN communications exchange switch. There is no other location in the U.S. where EROS can connect both to the NASA router and MREN communications exchange switch.

a. The NUIT facility provides EROS a connection to the NISN router via a 1-gigabit Ethernet cable. There is no other location in Chicago where EROS can connect to the NISN router.

b. The NUIT facility provides EROS a connection to the MREN communications exchange switch via a 10-gigabit fiber-optic cable. The maximum distance for this connection is approximately 500 meters. There is no other location in Chicago where EROS can connect to mission-critical national and international R&E networks available at the MREN switch. Connection to these national and international networks is essential for receiving satellite acquisitions and for distributing processed earth science data to the public and to government agencies as well as state university research facilities. Over two petabytes (2,000 terabytes) of earth science data are distributed and received annually via this connection. NUIT has provided this essential connectivity since 2004.

c. To relocate the point-to-point circuit, relocate the router, and reconnect to the NASA router and a communications exchange switch – if such connections were available at another facility, which they are not – would cost EROS at least \$100,000 for non-recurring costs and in excess of \$100,000 annually in recurring costs.

## **7. Other Information.**

N/A

## **8. The Efforts to Identify Additional Sources Including the Market Research Conducted.**

Market research conducted via the Internet shows that there is no other location in the U.S. where EROS can connect to the required networks. This fact can be inferred from the following material obtained from the web. The material conclusively establishes Chicago as being one of four national communications switching centers in the U.S., and MREN as being the sole organization for hosting a high-speed network communications exchange switch. In Chicago, The MREN switch (and NISN router) is housed on the second floor inside the NUIT facility, within 300 meters of the EROS router, which is installed in a rack provided by NUIT.

Wikipedia states four national switching centers were established some years ago, one located in Chicago: “Four Network Access Points (NAPs) were defined under the U.S. [National Information Infrastructure](#) (NII) document as transitional data communications facilities at which Network Service Providers (NSPs) would exchange traffic, in replacement of the publicly-financed [NSFNet](#) Internet backbone. The [National Science Foundation](#) let contracts supporting the four NAPs, one to [MFS Datanet](#) for the preexisting [MAE](#) in Washington, D.C., and three others to [Sprint](#), [Ameritech](#), and [Pacific Bell](#), for new facilities of various designs and technologies, in Pennsauken (NJ), **Chicago**, and California, respectively.”



Further, the Village of Tinley Park, Illinois states on their web site that “The Chicago Network Access Point (NAP) - the world's largest Internet exchange point by volume - is located in the central business district. The majority of the advanced telecommunications infrastructure within the region connects directly to the NAP in order to exchange traffic.”

<http://www.tinleypark.org/ed/advantages/technology.htm>

The web site further states: “[StarTap] The only facility in the world which allows for a cooperative interconnection point among numerous international advanced networks is located in Chicago and peers at the Chicago NAP.” StarTap is an association of research networks that terminate at the communications exchange switch operated by the Metropolitan Research and Education Network (MREN). The referenced web site also states: “[MREN] One of the world's most advanced, innovative, high-performance regional networks utilizes the Chicago NAP as a hub and is comprised of several regional research institutions including: The University of Chicago, Argonne National Laboratory, University of Illinois at Chicago, Fermi National Accelerator Laboratory and Northwestern University.”

MREN provides a large high-speed communications exchange switch, housed inside the NUIT facility in downtown Chicago, which interconnects high-performance regional and international networks to one another as well as to federal users such as NASA and USGS. MREN provides the USGS with a 10-gigabit-per-second port on this exchange switch. MREN is not a vendor; rather, it is a non-profit organization that provides a service for federal and state governments to connect to one another and to national networks, on a cost-recoverable basis. The USGS has used the MREN switch for eight years for the purpose described above.

## **9. Future Plans to Permit Competition.**

No actions are contemplated.

## **10. Recommendation and Certification from Program Office**

Based on the above, I recommend this acquisition be conducted on the basis of other than full and open competition. I certify that technical data which form a basis for this justification that are the responsibility of technical or requirements personnel are complete and accurate.

John E. Boyd  
Network Services Manager  
USGS/EROS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Carolyn M. Hieb  
Contracting Officer  
USGS/EROS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Statement of Work**  
**Northwestern University Information Technology (NUIT)**  
**Rack Space and Network Connectivity**

**I. GENERAL INFORMATION**

- A. Since May 2004, Northwestern University Information Technology (NUIT) , located in Chicago, Illinois, has provided rack space for a USGS router and Ethernet connectivity to a Metropolitan Research and Education Network (MREN) Force10 10-gigabit network switch. NUIT functions as a terminus for a private point-to-point Optical Carrier (OC)-48 circuit that originates at USGS Earth Resources Observation and Science (EROS) Center in Sioux Falls, SD. NUIT provides connection to the NASA Integrated Services Network (NISN) router, to Internet2 (formerly Abilene), and to other Research and Education (R&E) advanced optical networks through the Force10 switch.
- B. Connectivity to NISN is required to fulfill obligations under a NASA/USGS Memorandum of Understanding to transfer satellite data from NASA Goddard Space Flight Center in Maryland to EROS Center, and subsequently to distribute user-requested granules of data via Internet and Internet2. This original use of the NUIT terminus was expanded in July 2009 when then-Secretary Kempthorne committed USGS to distribute remotely sensed data via a web-enabled network. Currently NUIT enables the daily transfer of eight terabytes of various types of earth science data.
- C. This SOW requires that NUIT provide rack space, power, cooling, occasional maintenance access, limited maintenance support, and network connectivity to private networks available through the MREN Force10 network switch located inside the NUIT facility.

**II. WORK REQUIREMENTS**

- A. Technical Requirements
  - 1. Provide up to one-half of a standard 42U equipment rack for accommodation of a Cisco ASR1006 router. The equipment rack shall provide access to two 120-Volt power circuits with a capacity of 15 Amperes each. Power shall be provided by an uninterruptible power supply (UPS) with minimum 30 minutes of operational run time if power from the main supply is lost. Provide room Heating Ventilation and Air Conditioning (HVAC) such that the router operates at temperatures not to exceed (NTE) 80-degrees F. and 85-percent relative humidity at any time.

2. Accept an OC-48 Packet-Over-SONET circuit for connection to a 10-gigE port on the ASR1006 router. Provide a 10-gigE connection from the ASR1006 to the Metropolitan Research and Education Network (MREN) Force10 10-gigE switch.
3. Provide a 10/100/1000 Ethernet connection from the commodity Internet to a management port on the ASR1006 router.
4. Provide authorized USGS or Cisco personnel access to the router rack for periods of up to 10 hours per day on a scheduled basis.
5. USGS periodically will review router status logs for uptime and circuit errors. USGS will notify NUIT if a large number of circuit errors have occurred. NUIT shall provide an explanation for any unscheduled power or HVAC downtime and shall provide a remediation plan if power or HVAC downtime occurs twice in any one quarter of the year.

**B. Deliverables**

1. NUIT shall provide the technical requirements as described above on a 24x7 basis for 365 days. NUIT shall provide maintenance support functions periodically as needed (not to exceed twice in any one month), such as power-cycling the router or checking cable continuity, or conducting other first-level diagnostic functions as may be requested by the USGS point of contact (POC).
2. NUIT shall provide email notification to the designated POC 24 hours in advance if power is to be scheduled down, or within 30 minutes of loss of power under emergency conditions.
3. Delivery point for services shall be the NUIT facility at 750 North Lake Shore Drive, Suite 600, Chicago, Illinois. Delivery shall commence on May 1, 2013 and continue through April 30, 2014.

**III. SUPPORTING INFORMATION**

- A. Performance shall occur at NUIT facility, 750 North Lake Shore Drive, Suite 600, Chicago, Illinois.
- B. Period of Performance shall commence 5/01/2013 and continue for 365 days.
- C. The Government has furnished the Cisco ASR1006 router mentioned above. Its value is \$133,440.
- D. Special Considerations.
  1. Joe Mambretti, Director, International Center for Advanced Internet Research (iCAIR) (312) 503-0735 is considered to be the principal project manager for this contract.
  2. There are no Data Rights involved in this contract. On-site safety and security, and personnel security for entry to the premises, are the responsibility of NUIT.



|                                                                                                                                                                             |                                 |                                                                                                                           |                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                   |                                 | 1. CONTRACT ID CODE                                                                                                       | PAGE OF PAGES<br>1   2         |
| 2. AMENDMENT/MODIFICATION NO.<br>0001                                                                                                                                       | 3. EFFECTIVE DATE<br>05/01/2012 | 4. REQUISITION/PURCHASE REQ. NO.<br>0040029929                                                                            | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>CODE<br>USGS NATIONAL ACQUISITIONS BRANCH<br>205 NATIONAL CENTER<br>12201 SUNRISE VALLEY DRIVE<br>RESTON VA 20192                                           | GNB                             | 7. ADMINISTERED BY (If other than Item 6)<br>USGS OAG EROS Data Center<br>47914 252nd Street<br>Sioux Falls SD 57198-9801 | CODE<br>GN1                    |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>NORTHWESTERN UNIVERSITY<br>Attn: Joe Mambretti<br>633 CLARK STREET<br>EVANSTON IL 60208-1110 |                                 | (x) 9A. AMENDMENT OF SOLICITATION NO.                                                                                     |                                |
| CODE 0070067016 FACILITY CODE                                                                                                                                               |                                 | 9B. DATED (SEE ITEM 11)                                                                                                   |                                |
|                                                                                                                                                                             |                                 | x 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>G11PX00760                                                                   |                                |
|                                                                                                                                                                             |                                 | 10B. DATED (SEE ITEM 13)<br>04/29/2011                                                                                    |                                |

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$10,140.00  
01

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

|           |                                                                                                                                                                                                                       |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.                                                                      |
|           | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|           | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                              |
| X         | D. OTHER (Specify type of modification and authority)<br>52.217-9 Modification to Extend the Term of the Contract.                                                                                                    |

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
This Modification is hereby issued to Exercise Option Year One for the Period of Performance of 5/1/12-4/30/13.

The total obligated Amount is hereby increased from: \$10,140.00 by \$10,140.00 to the total amount of \$20,280.00.

All other Terms and Conditions remain unchanged.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|                                                                         |                  |                                                                            |                                |
|-------------------------------------------------------------------------|------------------|----------------------------------------------------------------------------|--------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)                           |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>Carolyn Hieb |                                |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer)    | 16C. DATE SIGNED<br>05/24/2012 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
G11PX00760/0001

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
NORTHWESTERN UNIVERSITY

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------|-------------------|---------------|
| 00020           | <p>PR: 40004988<br/>DUNS: 005436803</p> <p>FOR QUESTIONS CONCERNING THIS PURCHASE ORDER, PLEASE CONTACT CAROLYN HIEB, PURCHASING AGENT, CHIEB@USGS.GOV, 605-594-6501.</p> <p>PROVIDE THE FOLLOWING:</p> <p>Suggested COR: GMINNICH<br/>Delivery: 04/30/2013<br/>Delivery Location Code: 0006366858<br/>USGS EROS Data Center<br/>47914 252nd Street<br/>Sioux Falls SD 57198 US</p> <p>Account Assignment: K G/L Account: 6100.233M0<br/>Business Area: G000 Commitment Item: 233M00 Cost Center: GGHCED0000 Functional Area: GB0BB0000.460000 Fund: 123G0804MD Fund Center: GGHCED0000 Project/WBS: GX.12.ED00.COM00.C3 PR Acct Assign Line: 01<br/>FOB: Destination<br/>Period of Performance: 05/01/2011 to 04/30/2013</p> <p>Change Item 00020 to read as follows (amount shown is the obligated amount):</p> <p>OPTION YEAR ONE (1) - Rack Space for Cisco Router in Accordance with the Attached Statement of Work.</p> <p>12 AU at \$845.00/Month = \$10,140/Year.</p> <p>Period of Performance: 05/01/2012 to 04/30/2013</p> |                 |             |                   | 10,140.00     |