

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) PAGE 1 OF 73

2. CONTRACT NUMBER D13PC00021	3. SOLICITATION NUMBER D12PS00316	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 07/18/2012
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7. ISSUED BY Department of the Interior, Acquisition Services Directorate Attn: Terrie L. Callahan, 703-964-3596, Terrie_Callahan@nbc.gov 381 Elden Street, Suite 4000 Herndon, Virginia 20170-4817	8. ADDRESS OFFER TO (If other than Item 7) Terrie L. Callahan, Contracting Officer (See Block # 7 for additional information)
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME TERRIE L. CALLAHAN	B. TELEPHONE (NO COLLECT CALLS) AREA CODE: 703 NUMBER: 964-3596 EXT.:	C. E-MAIL ADDRESS Terrie_Callahan@nbc.gov
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11. TABLE OF CONTENTS

(✓) SEC.	DESCRIPTION	PAGE(S)	(✓) SEC.	DESCRIPTION	PAGE(S)		
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES				
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X	B	SUPPLIES OR SERVICES AND PRICE/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	45	X	J	LIST OF ATTACHMENTS	525
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	2	K	REPRESENTATIONS, CERTIFICATIONS		
X	F	DELIVERIES OR PERFORMANCE	4		AND OTHER STATEMENTS OF OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	10	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	10	M	EVALUATION FACTORS FOR AWARD		

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <small>(See Section I, Clause No. 52.232-4)</small>	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS <small>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</small>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR CGI Federal 126C1 Fair Lakes Circle, Fairfax, VA 22033	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Anish Joseph, VP
---	--

15B. TELEPHONE NUMBER AREA CODE: NUMBER: EXT.:	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE <i>Anish Joseph</i>	18. OFFER DATE 5-1-13
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$5,000	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM SEE SECTION G.2.2
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
---	----------------------------------

26. NAME OF CONTRACTING OFFICER (Type or print) TERRIE L. CALLAHAN	27. UNITED STATES OF AMERICA <i>Terrie L Callahan</i> <small>(Signature of Contracting Officer)</small>	28. AWARD DATE 5/1/2013
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
 AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable STANDARD FORM 33 (Rev. 9-97) Prescribed by GSA - FAR (48 CFR) 53.214(c)

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MARKING

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15A. NAME AND ADDRESS OF OFFEROR CGI Federal 12601 Fair Lakes Circle, Fairfax, VA 22033	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

This requirement is being issued by the Department of the Interior (DOI)/National Business Center (NBC), Acquisition Services Directorate (AQD) on behalf of the DOI, Office of the Chief Information Officer (CIO). This particular contract provides for cloud services, as specified in Section C, Description/Specifications/Work Statement, for the DOI. Also, this vehicle allows request for quotes/task orders to be issued on behalf of other government customers including both civilian agencies and the Department of Defense, by AQD Contracting Officers, in accordance with the Office of Management and Budget's (OMB) memorandum dated September 29, 2011. As future requirements are identified, it is critical the DOI has a ready contract vehicle in place for its use as well as customer agencies with an immediate need for these types of requirements.

This is an Indefinite-Delivery-Indefinite-Quantity (IDIQ), fixed price per "unit of service" type vehicle(s) within the various service areas.

Any specific tasks, above those already identified within the general categories currently specified in Section C, Description/Specifications/Work Statement and Section B, Supplies or Services and Prices/Costs are considered within scope of this contract, and will be performed under separate delivery/task orders and/or changes orders as appropriate. For example, if a task order requires support services for any portion and a labor category specific to the individual task order is not in the current IDIQ, it would allow the contractor to propose, and the Government to negotiate, the inclusion of the labor category. This could also pertain to an offering that is considered within the general scope but not explicitly identified within the pricing.

For task orders issued against this contract the order request will originate from AQD Contracting Officer and will identify the scope of work required and any additional instructions regarding proposal submission. All orders shall use the rates established herein.

The contractor shall furnish all personnel, facilities, equipment, materials, supplies, and/or services in performing the work described in Section C and Section J, Attachments, and any subsequent orders issued under this contract, unless otherwise stated herein. Orders will be issued for fixed-price units of service unless otherwise agreed upon in the individual task orders.

B.2 NORTH AMERICAN INDUSTRIAL CLASSIFICATION CODE (NAICS)

The following North American Industry Classification Code (NAICS Codes) is the primary code applicable to this acquisition: 541519 (Other Computer Related Services), business size standard of \$25 Million.

B.3 PRICING SCHEDULES

The Contractor shall utilize pricing for subsequent task orders as established within this contract as reflected in the base period and each of the option periods in accordance with Fixed Price (FP) Unit of Service (UoS). Pricing for this task order includes each of the Service Line(s) identified below.

- Storage Services
- Secure File Transfer Services
- Virtual Machine Services
- Database Hosting Services
- Web Hosting Services
- Development and Test Environment Services

The FP UoS applicable to the technical services lines identified and any associated labor categories and loaded rates to be utilized on task orders placed against this contract are hereby in accordance with the Contractor's pricing proposal dated November 19, 2012, submitted in response to the Foundation Cloud Hosting Solicitation, D12PS00316, which is hereby incorporated by reference with the same force and effect as if included in full text.

Any inconsistencies or in the event of a conflict between and terms and conditions of this contract and the contractor's proposal shall be resolved by giving precedence to the terms and conditions contain in this contract.

B.4 OTHER DIRECT COSTS (ODCs)

Other Direct Costs, not identified herein, shall be task order dependent. The price(s) charged to the government for such item(s) or service(s) shall be procured in accordance with all required laws and regulations. The contractor shall seek competitive bids for all lots of equipment, supplies, and/or services exceeding the micro-purchase threshold, as identified in the Federal Acquisition Regulation (FAR) 2.1, Definitions, which are acquired under this contract, and provide them to the government as backup documentation to support price reasonability.

B.5 MINIMUM AND MAXIMUM THRESHOLDS

During the life of this contract, the government is not obligated to purchase services above the guaranteed minimum for this entire period of performance for this IDIQ (inclusive of options) which is \$5,000.

The contract ceiling for this entire period of performance for this IDIQ (inclusive of options) is \$1,000,000,000.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 EXECUTIVE OVERVIEW

This contract defines the requirements for services supporting Foundation Cloud Hosting requirements, which align with the Department of the Interior's (DOI) IT Transformation efforts.

The DOI's IT Transformation efforts are designed to align with the "25-point Implementation Plan to Reform Federal IT", the Federal Datacenter Consolidation Initiative ("FDCCI"), and the Cloud-First Policy outlined by the Federal Chief Information Officer ("CIO"). Federal IT Transformation efforts are designed to address two primary objectives:

1. Reduce the total cost of ownership of datacenter hosting hardware, software and operations; and
2. Provide greater service, security and support for application business owners and end-users.

The DOI's goal is to establish the most, efficient, effective and transparent portfolio of IT service delivery solutions for meeting mission needs utilizing modern technology.

Initially, the DOI is seeking cloud-based services in the following six (6) technical service lines:

- Storage Services
- Secure File Transfer Services
- Virtual Machine Services
- Database Hosting Services
- Web Hosting Services
- Development and Test Environment Hosting Services

These technical service lines are intended to establish the initial infrastructure foundation for developing composite services that will be represented in a "Mission-Facing", DOI-Wide IT Services Catalog.

Additionally, the DOI considers Data Center Consolidation or emergency operations requirements, and any hosting and associated support services necessary, to be within scope of this contract. Therefore, any modifications and/or task orders may be executed for any requirements within this area. This would include Contractor operation and maintenance of Government owned assets within either Government or Contractor owned and operated facilities.

C.2 OBJECTIVES

C.2.1 Business Objectives

The DOI's business objectives for the IT Service Delivery program are as follows:

- a. Improve availability, performance, and flexibility of datacenter services;
- b. Reduce Total Cost of Ownership (“TCO”) of delivering IT services;
- c. Promote the use of Green IT by reducing the overall energy, real estate footprint, and use of toxic components of DOI datacenters, and implementing effective recycling and reuse programs;
- d. Ensure all applicable federal information security and privacy regulations are maintained and adhered to;
- e. Provide tiered functions, service levels, and performance for customers;
- f. Provide interoperable and portable solutions that enable mobility across hosting models and service providers; and
- g. Enable scaling of infrastructure and application resources to meet evolving application and user demand.

C.2.2 Initial Technical Service Lines

The DOI is seeking cloud-based services in the following seven (7) technical service lines. These technical service lines are intended to establish the initial infrastructure foundation for developing composite services that will be represented in a “Mission-Facing”, DOI-Wide IT Services Catalog

C.2.2.1 Storage Services

The Storage Services Technical Service line includes, but is not limited to Cloud Based Storage Services in support of the DOI Continuity of Operations (CoOP), Disaster Recovery (DR), and Data Center Consolidation Transition Support Requirements.

C.2.2.2 Secure File Transfer Services

The Secure File Transfer Service Technical Service Line includes, but is not limited to an enterprise-wide capability for any employee, contractor or partner working on the DOI network to securely transfer files of any size and type to either internal or external business partners. This includes the capability for DOI employees, contractors and partners to receive files of any size and type from external business partners, while maintaining confidentiality and integrity, and the ability to manage the files in a web environment.

C.2.2.3 Virtual Machine Services

The Virtual Machine Services Technical Service Line includes, but is not limited to Cloud Based Virtual Machine Services in support of the Data Center Consolidation Transition Support and New Application Implementation Requirements. This Service Line may also be considered as an alternative to technical refresh of physical servers, a quick response resource to explore innovation opportunities, or rapid response multiprocessor multi-machine simulation environment.

C.2.2.4 Database Hosting Services

The Database Hosting Services Technical Service Line includes, but is not limited to, Cloud Based Database Hosting Services in support of the DOI Data Center Consolidation Transition and New Application Implementation Requirements. This service line may include stand-alone databases, shared data sources, or tiered database solutions including components of one or more other Technical Service Lines.

C.2.2.5 Web Hosting Services

The Web Hosting Services Technical Service Line includes, but is not limited to cloud Based Web Hosting Services in public, private, community and hybrid cloud environments. This service line may include any combination of other Technical Service lines necessary to deliver static and/or dynamic information to the DOI stakeholders, and includes hosting for an enterprise-wide content management system.

C.2.2.6 Development and Test Environment Hosting Services

The Development and Test Environment Hosting Service includes, but is not limited to providing a flexible, scalable, on-demand environment to support development, testing, staging, and/or quality assurance before releasing new applications and changes into the DOI production environment. They also support ad-hoc innovation activities. Change Control and User Permissions in this non-production environment are typically established on an instance by instance basis by the authorized user who provisioned the service.

C.3 INTRODUCTION TO TECHNICAL SERVICE DEFINITION MODEL

All technical services must fulfill a set of common, enterprise-wide requirements. Within each service line, technical services are defined based upon three dimensions: 1) Resource Requirements, 2) Service Level Requirements, and 3) Optional Characteristics Requirements. Additionally, each service line may require Associated Support Services to enable efficient migration from the current operating environment to the target operating environment, or to support sustained operations and maintenance of systems in the target operating environment. ***Figure 1 DOI IT Service Delivery Requirements*** below illustrates how these requirements and service dimensions fit together to define a Technical service.

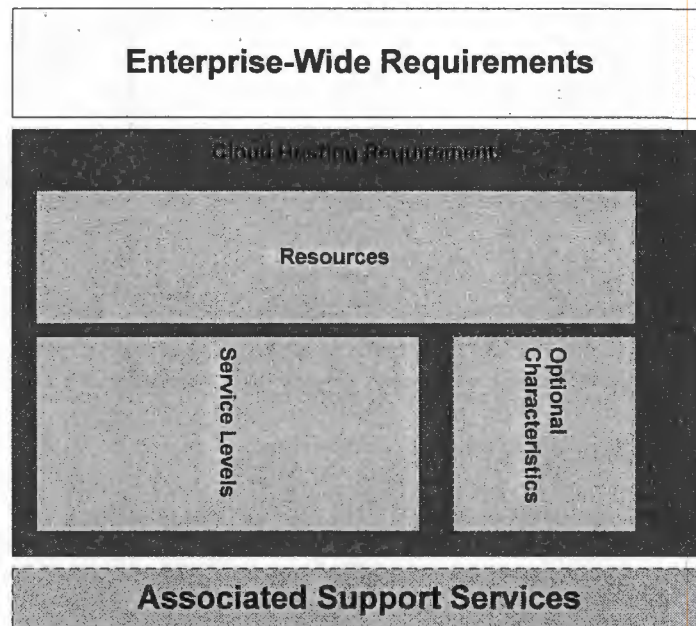


Figure 1 DOI IT Service Delivery Requirements

The Government shall retain ownership of any government designed/created/loaded data, policy, process, procedure, service template, workflow and application hosted on contractor's infrastructure, and maintains the right to request full copies of these at any time.

C.3.1 Enterprise-Wide Requirements

Enterprise-Wide Requirements are baseline requirements common to all dimensions of the service definition, and are applicable to all service lines. Regardless of the resources, service levels, optional characteristics, or additional services selected to fulfill a specific service requirement, all Enterprise-Wide Requirements must be met. Enterprise-Wide requirements are described in Section C.5, Establish and Meet Enterprise-wide Requirements.

C.3.2 Resources Requirements

Resource requirements describe the platform, infrastructure assets, and support required by an information system to operate as defined by SLA's and Operational Level Agreements (OLA's). Examples of platform resource requirements include Operating Systems, Databases, and other Middleware used. Examples of infrastructure resource requirements include "Compute Host" and Storage. The Resources dimension is more completely described in Section C.6, Establish and Meet Resource Requirements.

C.3.3 Service Level Requirements

Service Level requirements define the performance and other operating parameters within which the hosting services must operate to fulfill IT system and customer requirements. The Service Level dimension is more completely described in Section C.7, Establish and Meet Portfolio of Service Level Requirements.

C.3.4 Optional Characteristics Requirements

Optional Characteristics define additional services that may be required by specific IT systems or hosting configurations that are not widespread enough to be considered a Resource or a Shared requirement. Examples of Optional Characteristics requirements include Forward Staging (including Content Delivery Networks and data application or telecommunications caching) and Operating System Patch Management. The Optional Characteristics dimension is more completely described in Section C.8, Optional Characteristics Requirements.

C.3.5 Associated Support Service Requirements

Associated support services are those services which may be required to enable identification, analysis, prioritization, preparation and migration of IT systems from the current operating environment to the target operating environment, or may be required to ensure sustained operations and maintenance of systems in the target operating environment. These Associated Support Services are more completely described in Section C.9, Associated Support Services.

C.3.6 Technical Service Definition Model Summary

The DOI objective is to design, procure and deliver technical services based upon the model described in this Section; therefore a “Technical Service” is defined as Resource or combination of Resources, provided at specified Service Levels, with specified Optional Characteristics, for a Fixed Price (FP) per unit of service. These Technical Services must be offered within the constraints of a common set of Enterprise-Wide requirements, and may require Associated Support Services. Individual Task Orders issued under this contract may define services and service lines through any combination of these service dimensions and/or technical service line definitions published in the DOI’s “Mission-Facing” Service Catalog.

C.3.7 Cloud Definitions and Basic Cloud Requirements

The DOI acknowledges that the cloud services market is still developing, and that there are a variety of approaches to defining cloud services. The DOI recognizes the cloud service definitions and deployment models specified in National Institute of Standards and Technology (NIST) 800-145, “The NIST Definition of Cloud Computing”. Service Models include Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS). The Cloud deployment models consist of Public, Private, Community, and Hybrid.

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Figure 2 NIST Cloud Computing Definition, below illustrates the NIST concept of Deployment Models, Essential Characteristics and Service Models for Cloud computing that the DOI has adopted.

Visual Model Of NIST Working Definition Of Cloud Computing
<http://www.csrc.nist.gov/groups/SNS/cloud-computing/index.html>

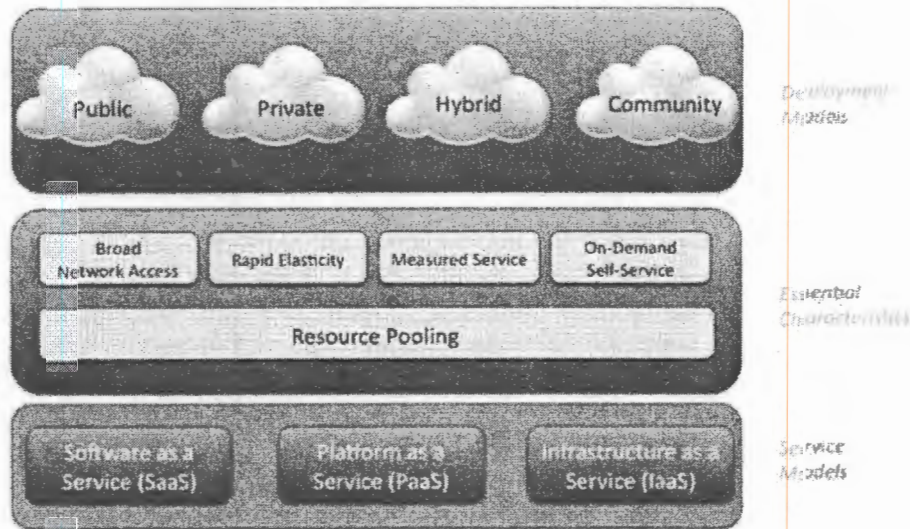


Figure 2 NIST Cloud Computing Definition

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C.4 OVERVIEW OF CURRENT DOI OPERATING ENVIRONMENT

C.4.1 Organization

The U.S. Department of the Interior (DOI) is a Cabinet-level agency that manages America's vast natural and cultural resources. The DOI employs approximately 70,000 people, including expert scientists and resource-management professionals, in the nine technical bureaus, the federal shared service provider, and other supporting organizations listed below, herein after referred to as “Customer” organizations:

- Office of the Secretary (OS)
- Bureau of Indian Affairs (BIA)
- Bureau of Land Management (BLM)
- Bureau of Ocean Energy Management (BOEM)
- Bureau of Reclamation (BOR)
- Bureau of Safety and Environmental Enforcement (BSEE)
- National Business Center (NBC)
- National Park Service (NPS)
- Office of Surface Mining, Reclamation and Enforcement (OSM)
- U.S. Fish and Wildlife Service (FWS)
- U.S. Geological Survey (USGS)
- Other Interior Offices

There may be some organizational changes during execution of this contract, so the list above should not be considered definitive.

As part of the IT Transformation, the DOI is focused on an enterprise IT services model that will enable a unified strategy across the DOI and leverage a greater scale to drive more efficient operations.

C.4.2 Service Locations and End-points

DOI employees are located in over 2,400 offices in all 50 States, the District of Columbia, and U.S. Territories spanning 11 time zones. Approximately 80% of DOI employees work in locations with fewer than 25 total employees.

Many DOI employees and contractors regularly telework, travel or work for extended periods of time from remote field locations. Additionally, many DOI systems may need to be available to stakeholders in other government agencies and outside of the government domain.

C.4.3 IT Infrastructure Baseline

The DOI Bureaus and Offices currently deliver data and services from more than 400 locations. Over 30% of these locations and over 65% of DOI servers are located within one (1) hour driving distance of eight (8) metropolitan areas. The table below identifies key infrastructure metrics to support capacity analysis related to the current infrastructure.

Physical Servers	Storage Used (TB)	Racks	Gross Floor Area (sq. ft.)
~10k	>16k	>2,500	>300k

C.4.3.1 Data Centers

The DOI has applications and data distributed across over 400 datacenters, rooms, and closets throughout the United States.

Size (Gross Square Feet)	# Datacenters
<50	40
51-100	68
101-250	97
251-500	142
501-1,000	48
1,001 - 2,500	26
2,500- 5,000	16
>5,000	9

C.4.3.2 Data Center Access Channels

The DOI administers a Wide Area Network (WAN) that connects our internal customers, and provides the connection to external customers primarily via Trusted Internet Connection (TIC) sites. A number of remote sites may operate exclusively via dial-up circuits and satellite connections.

Additionally, the NBC, DOI’s federal shared service center, currently provides virtual private networking services to more than 100 federal agency customers. These services are provided through Local Area Network (LAN), LAN-to-LAN Virtual Private Network (VPN) connectivity and Multi-Protocol Label Switching (MPLS)-dedicated circuits to both our hosting facilities and our Disaster Recovery (DR) sites.

Organizations within the DOI utilize a variety of WAN Optimization and application/desktop virtualization technologies to optimize utilization and available transport resources and meet end-user performance requirements.

C.4.3.3 Operating Systems

Operating System	% of Servers
Windows Server	63%
Unix Server	10%
Linux Server	17%
Other	10%

A more detailed description of operating systems in use can be found in Section C.6.1.1, Provide and Support Operating System Resource Requirements.

C.4.3.4 Enterprise Software Licenses

The DOI has a number of enterprise software licenses that are grouped into five (5) broad application classes:

1. Operating systems
2. Middleware (e.g., database managements systems)
3. Geographic Information System (GIS)
4. End-user productivity (e.g., collaboration)
5. Enterprise / mission applications (e.g., enterprise resource management, finance / HR, mission-specific)

A detailed description of the software in use is identified in 0 Establish and Meet Resources Requirements.

C.4.3.4.1 Categorization of Applications

The DOI's existing application environment presents a diverse set across a multitude of dimensions:

- a. **Type:** Enterprise applications (e.g., Finance/HR), public facing web sites/applications, mission-specific applications;
- b. **Software Source:** Commercial Off the Shelf (COTS), Government Off the Shelf (GOTS), DOI Custom, Aggregate Systems with DOI Developed Custom Interfaces.
- c. **Security Categories:** Applications span the full range of security FIPS Pub-199 security categories for confidentiality, integrity and availability impact: "LOW," "MODERATE," and "HIGH";
- d. **Hardware platform:** Applications cut primarily across Windows, Linux, and Unix, environments, with varying levels of modernization and customization;
- e. **Application environments:** Application code base include varying levels of legacy and modern programming languages and customization; and
- f. **Application Life-Cycle:** Steady State (Operations and Maintenance), Mixed State, and Development, Modification and Enhancement (DME).

C.4.3.4.2 Overview of Current Virtual Application Delivery Environment

The majority of applications reside upon corporate owned workstations. Several bureaus and offices within DOI have deployed existing Virtual Desktop and Application Delivery systems and a range of the solutions including but not limited to those listed below:

- Citrix XenDesktop
- Citrix XenApp
- VMWare View
- VMWare ThinApp
- Microsoft (Remote Desktop Services)
- Microsoft App-V

The existing systems are localized within the individual bureaus and are not scaled to support an enterprise the size of the DOI. There are approximately 30 significant instances of these technologies with an approximate combined concurrent license count around 5000.

The current DOI end user workstation environment consists primarily of Dell and IBM laptops/desktops running the Microsoft Windows XP or Windows 7 Operating System. However, there are also a growing number of mobile devices such as the Apple iPad/iPhone and Android/Windows Mobile tablet devices. While there is a wide range of desktop applications deployed, the applications common across the department consist of Microsoft Office Pro (2007/2010), Adobe, and select enterprise applications. The most common web browser is Internet Explorer, but others are also in use.

C.5 ESTABLISH AND MEET ENTERPRISE-WIDE REQUIREMENTS

Enterprise-Wide Requirements are baseline requirements that are common to all dimensions of the service definition, and are applicable to all service lines. Regardless of resources, service levels, optional characteristics, or additional services selected to fulfill a specific service requirement, all Enterprise-Wide Requirements must be met.

C.5.1 Comply with Essential Cloud Service Requirements

The Contractor shall provide a Cloud Computing solution that aligns to the following “Essential Cloud Service Characteristics” as defined in the NIST Working Definitions as described in **Table 1 Essential Cloud Services Characteristics** below:

Table 1 Essential Cloud Service Characteristics

Cloud Characteristic	Definition	General Requirement
C.5.1.1 On-demand self-service	A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service's provider.	The Contractor shall provide the capability for the ordering activity to unilaterally (i.e. without contractor review or approval) provision services.
C.5.1.2. Ubiquitous network access	Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g., mobile phones, laptops, and PDAs).	2a. The Contractor shall support internet bandwidth within minimum service requirements established herein. 2b. The Contractor shall have a minimum of two data center facilities at two different geographic locations in the Continental United States (CONUS), at least 250 miles apart, and all services acquired will be guaranteed to reside in CONUS, Alaska, Hawaii or US Territories.
C.5.1.3. Location independent resource pooling	The provider's computing resources are pooled to serve all consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. The customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, network bandwidth, and virtual machines.	The Contractor shall support scaling of resources based upon the minimum requirements described herein and specified within the individual Task Orders.
C.5.1.4. Rapid elasticity	Capabilities can be rapidly and elastically provisioned to quickly scale up and rapidly released to quickly scale down. To the consumer, the capabilities available for provisioning often appear to be infinite and can be purchased in any quantity at any time.	The Contractor shall support service provisioning and de-provisioning times (scale up/down), making the service available within minimum prescribed times of provisioning request.
C.5.1.5. Measured Service	Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported providing transparency for both the provider and consumer of the utilized service.	The Contractor shall offer visibility into service usage via dashboard or similar electronic means.

C.5.2 Manage Service Delivery and Maintain Business Relationships and Interconnections

C.5.2.1 Provide Browser-based Management Functionality

The Contractor shall provide browser-based consoles, dashboards, portals, or interfaces for providing extensive self-service capabilities including (but not limited to):

C.5.2.1.1 Define User Roles and support User Authorization Workflows

Access to the Web management functionality shall be controlled via configurable role profiles that support highly customizable access rights including, but not limited to:

- A. Restricting access to each component of the console (e.g., restricting who can provision resources or view reports)
- B. Defining access rights for accessible components (e.g., scope of access, read-only versus read-write access)
- C. Administrator roles with the ability to create, modify, delete, and configure user accounts, profiles and permissions.
- D. Administrator capability to create authorization workflows with resource provisioning approval capabilities.

C.5.2.1.2 Provision, Configure, and De-provision (release) Resources

Access to the Web management functionality shall permit Provisioning, Configuring and De-provisioning resources and should include, but not be limited to the following:

- A. User-initiated provisioning of resources defined in Section C.6 “Resources”, as needed, without requiring human interaction with service provider; and
- B. Configuring automatic provisioning (where appropriate) as defined in Section C.7.1.2 “Demand Fluctuations”
- C. Resources (limit to templates identified in individual Task Orders)
- D. End-user devices (e.g., mobile devices such as smartphones)

C.5.2.1.3 Monitor Performance and Manage Alerts and Reporting

- A. General health and availability;
- B. SLA performance;
- C. Security;
- D. Resources;
- E. Configuring alarms and alerts; and
- F. Active Service Summary.

C.5.2.1.4 Monitor Resource Usage/Utilization and Provide Cost Metering/Controls

The general requirement under this section is to provide tools for ensuring that task order spending rates remain consistent with the funding levels and task durations. Additionally these tools should provide alerts as spending approaches 85% of contracted funding levels.

C.5.2.1.5 Manage Open and Resolved Incidents and Service Requests

The general requirement under this section is to provide integrated tools and context filtered reporting to enable transparent monitoring and reporting of government initiated, and government service impacting incidents and service requests. These management capabilities include, but are not limited to the following:

- Integrated system and subsystem status reporting and incident correlation to assess incident impact on multiple systems, services, programs and users, and to facilitate proactive communication with end-users, organizations and programs. This would include indicating both planned and unplanned downtime;
- On-line reporting of performance against key performance indicators identified in Section C.7 Establish and Meet Portfolio of Service Level Requirements, including, but not limited to: Mean Time to Resolve/Fix (MTF), Mean Time to Respond/Acknowledge (MTA);
- Prioritized queue of Incidents and Service Requests by Severity, with expected MTA and MTF based upon demonstrated performance. Including ability for authorized government official ability to establish/revise priorities and expedite;
- Repository of Reason for Outage (RFO) and Duration of Outage (DOO) information to support trend analysis and continual improvement efforts;
- Correlation of Complaints to Incidents;
- Rejected and Dropped Calls;
- Charting for Incidents per Hour, Day, Week, and/or Month over selected time period; and
- Integration with E-mail Alerts for incident volumes exceeding preset thresholds.

C.5.2.2 Support DOI System Interfaces

The Contractor shall provide the ability to connect a vendor-hosted system to another system that is hosted either at the DOI or at any external provider or customer, unless otherwise stated in specific Task Orders.

C.5.2.3 Implement Transparent and Effective Performance Management

The Contractor shall adhere to policies encouraging compliance with Service Level Agreements (“SLAs”) and other requirements (e.g., incentives, disincentives and Quality Assurance Plans).

The Contractor shall provide clear access and visibility to ongoing performance and resources usage including but not limited to:

- a. Provide role filtered self management tools to support billing, monitoring, and reporting on service management functions;
- b. Provide visibility into usage metering using metrics and granularity appropriate to the type of service;
- c. Provide a suite of reports, dashboards, and alarms to monitor and track operational and infrastructure performance (e.g., incidents, service usage, capacity, SLA adherence);
- d. Provide automatic monitoring of resource utilization and other events such as failure of service, degraded service, etc. via service dashboard or other electronic means;
- e. Provide the ability to filter and view usage and invoicing by: Technical Service Line, bureau (and sub-bureau), program, IT System, IT System type, IT System Life-Cycle, Security Level, and other elements which may be identified in individual Task Orders;
- f. Provide access to all log files generated by the hosted application, associated middleware, operating system, and underlying virtual and physical infrastructure;
- g. Provide online reporting metrics interface for all resource utilization including metrics such as: current utilization, historical average and peak for a user defined window of time;

Additional performance management may be required by individual Task Orders. Reports shall be available for a period of time defined by the Task Orders.

C.5.2.4 Implement Efficient, Effective and Formal Governance

The Contractor shall specify policies and processes governing the interaction between the Contractor and the DOI, to include the following use cases:

- a. Incident Management;
- b. Process for monitoring and enforcing SLAs;
- c. Role-based Access and Provisioning Authorities and Workflows;
- d. Impact Plan in the event of a merger, acquisition, or divestiture;
- e. Process for adding, deleting, or changing requirements, technical service lines, service levels, resource templates and optional features;
- f. Process for assessing, planning, and mutual approval for achieving compliance with emerging regulations or policies.

C.5.2.5 Protect Intellectual Property Rights

The Contractor shall ensure the protection of DOI intellectual property (IP) and data ownership rights and those of any licensors.

C.5.2.6 Prohibit and Actively Prevent Adware, Spam, and Remarketing of Information

The Contractor shall not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the DOI. The Contractor and/or their agents shall not resell nor otherwise redistribute information gained from its access to the DOI.

C.5.3 Establish and Maintain Security and Privacy

C.5.3.1 Comply with FedRAMP and DOI Information Security and Privacy Requirements

The Contractor shall comply with the security and privacy requirements summarized in this section and as identified in the following Section J attachments:

- a. Section J, Attachment 1 - DOI Security Control Standards;
- b. Section J, Attachment 2 - Foundation Cloud Hosting Services Information Technology Security and Privacy Requirements for U.S. Department of the Interior;
- c. Section J, Attachment 3 - DOI Privacy Loss Mitigation Strategy (PLMS); and
- d. Section J, Attachment 4 - Additional IT Security Information;

The referenced attachments identify laws, rules, regulations, standards, technology limitations and other constraints that the Contract shall adhere to or work under.

The hosting environment provisioned by the service provider must demonstrate an appropriate level of security by meeting the requirements of the Federal Information Security and Management Act (FISMA) for moderate-impact systems, and related agency-specific policies. This includes a formal agency security authorization review covering security controls, continuous monitoring, and identification of risks. The agency must consider and accept the risks before Authority to Operate (ATO) will be granted. The service provider must qualify for ATO no later than 120 calendar days from the date of award. Moreover, the service provider must become compliant with Federal Risk and Authorization Management Program (FedRAMP) requirements within 120 calendar days of the date it becomes available, and must maintain compliance throughout the period of performance. The continuous monitoring provided must comply with the NIST Special Publication 800-137 framework and Department of Homeland Security (DHS) guidance.

C.5.3.2 Provide User Authentication and Secure Connections

The Contractor shall ensure seamless integration with the DOI Identity, Authorization and Access Management (IdAAM) solution enabling hosted systems to authenticate users as well as devices using those credentials without requiring additional solution credentials.

Range of authentication and secure connection solutions includes, but is not limited to:

- a. Active Directory;
- b. Lightweight Directory Access Protocol (LDAP);
- c. Secure Socket Layer (SSL);
- d. Secure Shell (SSH);
- e. Kerberos;
- f. RACF; and
- g. HSPD-12/Token

C.5.3.3 Comply with Security Assurance Requirements

In addition to complying with the general security and privacy requirements referenced above, the Contractor shall develop a Security Assessment Plan and initially assess all applicable security controls, using an agreed upon independent third-party assessor, and provide security assessment results in a Security Assessment Report. The report shall include a characterization and articulation of known remaining risks in order to support the DOI Authorizing Official's (AO) Authority to operate (ATO). In accordance with the OMB memorandum entitled, Security Authorization of Information Systems in Cloud Computing Environments, issued on December 8, 2011, the DOI AO anticipates leveraging and accepting provisional authorizations granted by the FedRAMP Joint Authorization Board (JAB), to the extent available, in granting security authorizations and an accompanying authority to operate (ATO) for DOI use of the Contractor services. DOI does not necessarily anticipate leveraging authorizations granted independently by other individual agencies, but may opt to do so at its discretion.

C.5.3.4 Complete Third Party Assessment of Security Controls and Mitigate Weaknesses

Controls within the following security control families (as defined by NIST) must be assessed by a third party on behalf of the Contractor. Additionally, Contractors will be required to develop and implement a plan to mitigate any weaknesses related to these controls.

C.5.3.4.1 Implement and Maintain Access Controls

The Contractor shall demonstrate and maintain full compliance with each of the specific Access Control requirements listed in the Bidder's Security Questionnaire, Section J, Attachment 5 (which includes the required FedRAMP baseline controls and DOI Mandatory Enhancements).

C.5.3.4.2 Implement and Maintain Awareness and Training Controls

The Contractor shall demonstrate and maintain full compliance with each of the specific Awareness and Training requirements listed in the attached Bidder's Security Questionnaire (which includes the required FedRAMP baseline controls and DOI Mandatory Enhancements).

C.5.3.4.3 Implement and Maintain Audit and Accountability Controls

The Contractor shall demonstrate and maintain full compliance with each of the specific Audit and Accountability requirements listed in the attached Bidder's Security Questionnaire (which includes the required FedRAMP baseline controls and DOI Mandatory Enhancements).

C.5.3.4.4 Implement and Maintain Security Assessment and Authorization Controls

The Contractor shall demonstrate and maintain full compliance with each of the specific Security Assessment and Authorization requirements listed in the attached Bidder's Security Questionnaire (which includes the required FedRAMP baseline controls and DOI Mandatory Enhancements).

C.5.3.4.5 Implement and Maintain Configuration Management Controls

The Contractor shall demonstrate and maintain full compliance with each of the specific Configuration Management requirements listed in the attached Bidder's Security Questionnaire (which includes the required FedRAMP baseline controls and DOI Mandatory Enhancements).

C.5.3.4.6 Implement and Maintain Contingency Planning Controls

The Contractor shall demonstrate and maintain full compliance with each of the specific Contingency Planning requirements listed in the attached Bidder's Security Questionnaire (which includes the required FedRAMP baseline controls and DOI Mandatory Enhancements).

C.5.3.4.7 Implement and Maintain Identification and Authentication Controls

The Contractor shall demonstrate and maintain full compliance with each of the specific Identification and Authentication requirements listed in the attached Bidder's Security Questionnaire (which includes the required FedRAMP baseline controls and DOI Mandatory Enhancements).

C.5.3.4.8 Implement and Maintain Incident Response Controls

The Contractor shall demonstrate and maintain full compliance with each of the specific Incident Response requirements listed in the attached Bidder's Security Questionnaire (which includes the required FedRAMP baseline controls and DOI Mandatory Enhancements).

C.5.3.4.9 Implement and Maintain Maintenance Controls

The Contractor shall demonstrate and maintain full compliance with each of the specific Maintenance requirements listed in the attached Bidder's Security Questionnaire (which includes the required FedRAMP baseline controls and DOI Mandatory Enhancements).

C.5.3.4.10 Implement and Maintain Media Protection Controls

The Contractor shall demonstrate and maintain full compliance with each of the specific Media Protection requirements listed in the attached Bidder's Security Questionnaire (which includes the required FedRAMP baseline controls and DOI Mandatory Enhancements).

C.5.3.4.11 Implement and Maintain Physical and Environmental Protection Controls

The Contractor shall demonstrate and maintain full compliance with each of the specific Physical and Environmental requirements listed in the attached Bidder's Security Questionnaire (which includes the required FedRAMP baseline controls and DOI Mandatory Enhancements).

C.5.3.4.12 Implement and Maintain Planning Controls

The Contractor shall demonstrate and maintain full compliance with each of the specific Planning requirements listed in the attached Bidder's Security Questionnaire (which includes the required FedRAMP baseline controls and DOI Mandatory Enhancements).

C.5.3.4.13 Implement and Maintain Personnel Security Controls

The Contractor shall demonstrate and maintain full compliance with each of the specific Personnel Security requirements listed in the attached Bidder's Security Questionnaire (which includes the required FedRAMP baseline controls and DOI Mandatory Enhancements).

C.5.3.4.14 Implement and Maintain Risk Assessment Controls

The Contractor shall demonstrate and maintain full compliance with each of the specific Risk Assessment requirements listed in the attached Bidder's Security Questionnaire (which includes the required FedRAMP baseline controls and DOI Mandatory Enhancements).

C.5.3.4.15 Implement and Maintain System and Services Acquisition Controls

The Contractor shall demonstrate and maintain full compliance with each of the specific System and Services Acquisition requirements listed in the attached Bidder's Security Questionnaire (which includes the required FedRAMP baseline controls and DOI Mandatory Enhancements).

C.5.3.4.16 Implement and Maintain System and Communications Protection Controls

The Contractor shall demonstrate and maintain full compliance with each of the specific System and Communication Protection requirements listed in the attached Bidder's Security Questionnaire (which includes the required FedRAMP baseline controls and DOI Mandatory Enhancements).

C.5.3.4.17 Implement and Maintain System and Information Integrity Controls

The Contractor shall demonstrate and maintain full compliance with each of the specific System and Information Integrity requirements listed in the attached Bidder's Security Questionnaire (which includes required FedRAMP baseline controls and DOI Mandatory Enhancements).

C.5.4 Ensure Portability of IT Systems and Facilitate Migration between Service Providers

The Contractor shall ensure portability of IT Systems and facilitate migration of data and systems to another hosting solution (e.g., with another Contractor or within the DOI).

C.6 ESTABLISH AND MEET RESOURCE REQUIREMENTS

Resource requirements describe the platform, infrastructure assets, and support required by an information system to operate as defined by SLA’s and Operational Level Agreements (OLA’s). **Figure 3 Additional Detail on Resources and Service Levels** below illustrates an example of how the resources and associated services align within the Cloud Service Models.

SaaS	Capabilities and Service Management -Delivery of End-user Software Capabilities		
PaaS	Middleware Licensing -Procurement and management of middleware licenses -Payment of licensing fees	Middleware Service Management -Support and management of middleware services (e.g. databases, web servers, applications servers,...)	
IaaS	Hardware and Assets Management -IT Infrastructure assets (e.g. servers, LAN connectivity, SAN,...) -Support and management of individual assets (e.g. vendor support for servers)	Operating Systems -Installation and initial configuration of operating systems -Patching and support of platform underlying OS (e.g. hypervisor, server BIOS,...)	Infrastructure Service Management -Holistic support and management of infrastructure (e.g. OS patching/support, network performance monitoring, firewall configuration, server to server storage support and management,...)

Figure 3 Additional Detail on Resources and Service Levels

Any requirements within this area will be specific in the individual Task Orders that may be required to address the resources outlined in this section along with the service level requirements addressed in Section.C.7, Establish and Meet Portfolio of Service Level Requirements.

C.6.1 Provide Basic Resources

C.6.1.1 Provide and Support Operating System Resource Requirements

The DOI operates an expansive set of operating systems across its various systems, which are outlined below. As described in the IaaS layer of Figure 4 Additional Detail on Resources and Service Levels, above, the DOI requires installation, configuration, patching, and support for the listed operating systems. There are several options for satisfying these requirements:

- a. The Contractor shall provide the required services for directly supporting these operating systems;
- b. The Contractor shall identify migration strategies and costs for transitioning to alternative operating systems, and provides the required services for the alternative operating system; and/or
- c. The Contractor shall provide only infrastructure, as described in the IaaS layer, and leave the operating system installation, configuration, patching, and support to the DOI.

Regardless of the services provided by a vendor, the Department retains the option to install, configure, patch, and support custom operating system images on top of vendor or Department-managed infrastructure.

The DOI requires a process for providing access and support for current requirements and new operating systems and versions as they become available and/or the Department's needs evolve. Additionally, the DOI may establish range of versions for each operating system which must remain available to support the base of hosted IT systems, including versions which may no longer be supported by the manufacturer.

The Contractor shall support current installed base of Operating Systems, which includes, but is not limited to:

- a. Windows Server: 2003 & 2008
- b. Linux: Centos 5.7, Red Hat 5, Red Hat 6, Ubuntu, SUSE Enterprise 10, Scientific
- c. Solaris 10 for SPARC
- d. AIX

The Contractor shall also support timely upgrade to current versions of the above Operating Systems.

C.6.1.2 Provide and Support Compute-Host Resources

Provide access to, and support for, compute host instances in a variety of performance levels defined in terms of compute power, RAM. The DOI has defined a "core" as the compute power equivalent to a 2 Ghz processor, unless otherwise specified in individual task orders.

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In all options an equivalent solution of equal or better specifications will satisfy the requirement. The current installed base includes, but is not limited to those identified in Table 2 Minimum Compute-Host Configurations below:

Table 2 Minimum Compute-Host Configurations

Standard	Minimum Configurations	
	Cores (#)	RAM (GB)
Extra Small	1	2
Small	2	4
Medium	4	8
Large	8	16
Extra Large	16	16

High Memory

Extra Small	1	4
Small	2	8
Medium	4	16
Large	8	32
Extra Large	16	64

High Compute

Medium	4	2
Large	8	4
Extra Large	16	8

High Compute Cluster

Large	32	32
Extra Large	64	64

Custom

(Task Order Defined)	TBD	TBD
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C.6.1.3 Provide and Support Storage Resources

The Contractor shall provide the ability to provision storage services in a variety of performance classes, tiers, and/or pools. Performance classes shall be distinguished by the throughput supported by each class. The latency of storage accesses for all classes shall be in line with industry standards.

The service shall be available online, on-demand, and dynamically scalable up or down per request for service from the authorized users via Internet through a web browser.

All storage facilities that store Federal Records must meet NARA 1571 Archival Storage Standards (<http://www.archives.gov/foia/directives/nara1571.pdf>).

C.6.1.3.1 Identify and Provide Access to Storage APIs

The Contractor shall identify Application Programming Interfaces (APIs) required to access and manage storage.

C.6.1.3.2 Support Storage of Both Files and Data Objects

The Storage Services shall support storage of both files and storage of data objects.

C.6.1.3.3 Support Standard Storage Operations

The Storage Services shall support the operations identified in Table 3 Command/Request Definitions below.

Table 3 Command/Request Definitions

Request/Operation	Container/Bucket	Object/File
PUT	PUT operations performed against Container/Bucket are used to create that container.	PUT operations against an Object are used to add object to the bucket/container and write, overwrite, an object's metadata and content.
GET	GET operations performed against Container/Bucket lists information about objects within that container/bucket.	GET operations against an Object are used to retrieve objects and the objects' data from the container/bucket.
HEAD	HEAD operations against a storage Container are used to determine the number of Objects, and the total bytes of all Objects stored in the Container.	HEAD operations against an Object are used to retrieve object's metadata and other HTTP headers.
DELETE	DELETE operations performed against Container/Bucket deletes the container/bucket.	DELETE operations against an Object are used to permanently delete the specified object.
POST POST is an alternate form of PUT that enables browser-based uploads	The POST request operation adds an object to a container/bucket using HTML forms.	POST operations against an Object name are used to set and overwrite arbitrary key/value metadata.
COPY	The COPY operation creates a new, uniquely named copy of a container/bucket that is already stored.	The COPY operation creates a uniquely name copy of an object/file that is already stored.
LIST	The LIST operation displays the information of a current Container/Bucket.	The LIST operation displays the current objects/files, including metadata.

C.6.1.3.4 Support Storage Resource Classes

For each Class proposed by the Offeror, a solution of equal or better specifications than identified in **Table 4 Proposed Storage Class** below will satisfy the requirement.

Table 4 Proposed Storage Class

Storage Class	Throughput	Uptime/ Availability	Example
A	8 Gbps	100%	high-speed SAN
B	1 Gbps	100%	low-speed SAN
C	50 Mbps	99.90%	Remote On-line Storage
D	Access within 24 hrs	offline	Tape Library

Independent Task Orders may specify selected storage class and availability requirements and may also specify that Class C and Class D storage be stored in a facility other than the one hosting the related mission system.

C.6.1.3.5 Support Data Migration Across Storage Classes

The Contractor shall provide support for migrating data across different classes. This support shall include a web-based interface for manually migrating data across different tiers as well as an open source API interface for accessing the same functionality.

C.6.1.3.6 Support Alternative Backup Solutions

The DOI requires the ability to design and manage backup solutions, and/or to utilize offeror-provided backup solutions.

The Contractor shall provide backup at both onsite and offsite locations, and may provide software solutions to manage the backup processes.

The Contractor shall ensure that all Archive and Backup services meet all of the requirements described in Section C.5.3, Establish and Maintain Security and Privacy.

The Contractor shall ensure the Web-management functionality includes

- a. Ability to configure backup schedule;
- b. Ability to restore files and images from backup;
- c. Ability to configure a retention period and automatic deletions of old files;
- d. Ability for government to specify the level of redundancy required; and
- e. A scripting interface for the above.

C.6.1.3.7 Support Secure Transfer of Physical Media

When transferring physical media between locations, the Contractor shall provide a certified courier or other method of maintaining a secure chain of custody over tapes and other media being moved to and from a defined, secured off-site storage location. The Contractor shall provide flexibility in courier pick-up and delivery time.

C.6.1.4 Provide Transport Resources and Support Interconnections**C.6.1.4.1 Comply with General Transport Requirements**

The DOI requires access to transport resources that meet the following requirements:

- a. The bandwidth consumed by each system shall be calculated using a 95th percentile method, with samples taken at a minimum of every five (5) minutes or less. The Contractor shall specify proposed range of sample rates within this range.
- b. Each system shall have access to sufficient bandwidth to meet its monthly data transfer needs as established in individual Task Orders.

C.6.1.4.2 Comply with Interconnection Configurations and Requirements

The Contractor shall support access to network connectivity in the following configurations:

- a. Between compute host instances;
- b. Between vendor datacenters;
- c. Between a vendor datacenter and the Department intranet;
- d. Between vendor datacenters and the internet; and
- e. Between vendor datacenters and DOI customers, including LAN-to-LAN VPN connectivity and dedicated circuits (e.g., T-1, DS-3, etc.).

C.6.2 Provide Aggregated Resources and Enabling Services

Aggregated Resource Services are combinations, or packages, of basic resources, (Operating System, Compute-Host, Storage, Telecommunications/Networking, Middleware, Scripting, and Programming).

Enabling Services describe reusable processes and activities that support multiple technical services. Additional Aggregated Resource Services and Enabling Services may be defined by the Contractor or by the DOI within individual Task Orders to facilitate communication, streamline ordering or provisioning, or simplify definition and pricing for higher order or advanced Services. Aggregated Resource Services and Enabling Services are high order components for defining Technical Services and Technical Service Lines delivered under the anticipated contract.

C.6.2.1 Provide Aggregated Resource Services

C.6.2.1.1 Provide Secure File Transfer Resources

The Contractor shall provide a Secure File Transfer solution that satisfies the requirements in Section J, Attachment 12, Secure File Transfer Requirements.

C.6.2.1.2 Provide Virtual Machine Resources

The service shall be available online, on-demand and dynamically scalable up or down per request for service from the end users via Internet through a web browser. **Table 5 Virtual Machine Service Requirements**, below provides a description of the general service and Resource requirements for Virtual Machines.

Table 5 Virtual Machine Service Requirements

Aggregate Resource Description	Resources
<p>Virtual Machines-</p> <ul style="list-style-type: none"> • Service shall provide scalable, redundant, dynamic computing capabilities or virtual machines. • Service shall allow Government users to procure and provision computing services or virtual machine instances online via the Internet. • Service shall allow users to remotely load applications and data onto the computing or virtual machine instance from the Internet. • Configuration and Management of the Virtual Machine shall be enabled via a Web browser over the Internet. 	<p>Compute-Host Resources CPU (Central Processing Unit) - CPU options shall be provided as follows:</p> <ul style="list-style-type: none"> • A minimum equivalent CPU processor speed of 2GHz shall be provided. Additional options for CPU Processor Speed may be provided, however it is not required. • The CPU shall support 32-bit or 64-bit operations . <p>RAM (Random Access Memory): Physical memory (RAM) reserved for virtual machine instance or Computing supporting a minimum of 1GB of RAM.</p> <p>Operating System (OS) Resources Service shall support at least the following OS: Windows, Unix, LINUX, or Solaris (Intel or SPARC).</p> <p>Storage Resources Disk Space options allocated for all virtual machines and file data supporting the minimum bundled storage.</p> <p>Transport Resources: Transport resources utilized to transfer data in/out of the provider’s infrastructure supporting the minimum data requirements.</p> <p>If there are costs associated with data transfer over and above ordinary transport charges, or there are special capabilities for bulk transfer, please indicate clearly in Section B pricing tables.</p>

Table 6 Virtual Machine Block Storage Service Requirements below provides a description of the general service and resource requirements for Virtual Machine Block Storage.

Table 6 Virtual Machine Block Storage Service Requirements

Service Description	Resources
<p>Disk/Block Storage Service –</p> <ul style="list-style-type: none"> • Service shall provide scalable, redundant, dynamic Web-based storage. • Service shall provide users with the ability to procure and provision block storage capabilities for cloud virtual machines remotely via the Internet. • Service shall provide block storage capabilities on-demand, dynamically scalable per request for virtual machine instances. 	<ul style="list-style-type: none"> • Block Storage –Once mounted, the block storage should appear to the virtual machine like any other disk.

The Government retains ownership of all virtual machines, templates, clones, and scripts/applications created with individual task orders issued under this contract as well as maintaining the right to request full copies of these virtual machines at any time.

The Government retains ownership of customer loaded software installed on virtual machines and any application or product that is developed under orders against this contract.

The Contractor shall:

1. Provide virtualization services for the customer to be able to spawn on-demand virtual server instances.
2. Support a secure administration interface, such as Secure Sockets Layer (SSL)/Transport Layer Security (TLS) or Secure Shell (SSH), for the Government designated personnel to remotely administer their virtual instance.
3. Provide the capability to dynamically allocate virtual machines based on load, with no service interruption.
4. Provide the capability to copy or clone virtual machines for archiving, troubleshooting, and testing.
5. Provide multiple processor virtual machines.
6. Manage processor isolation in a multi-tenant environment.
7. Provide capability to perform live migrations (ability to move running VM's) from one host to another.
8. Provide a hypervisor which supports security features such as role-based access controls and auditing of administrative actions.
9. Provide a hypervisor which supports hardware-assisted memory virtualization.

C.6.2.1.3 Provide Database Hosting Resources

Specific Certification Requirements will be identified in the individual Task Orders. However, the following information should be considered a sampling of the current environment. Support Current Range of Database software, which includes, but is not limited to:

- a. Informix
- b. MS SQL Express
- c. MS SQL Server (2005, 2008, 2010, 2012)
- d. MySQL
- e. Oracle 10g
- f. Oracle 11g
- g. Oracle 8a
- h. PostGIS
- i. PostgreSQL
- j. SQLite
- k. Sybase IQ

The Contractor shall also support timely upgrade to current versions of the above database software.

The Contractor shall support additional database software as specified in individual Task Orders.

C.6.2.1.4 Provide Web Hosting Resources

Specific Certification Requirements will be identified in the individual Task Orders. However, the following information should be considered a sampling of the current environment. Support Current range of Web Server software, which includes, but is not limited to:

- a. Apache
- b. TomCat
- c. Jernimo
- d. IBM WebSphere
- e. OEA CLE Application Server
- f. JRJN
- g. Glass Fish
- h. IBM HTTP Server
- i. IIS
- j. Jetty (Eclipse Foundation)

Contractor shall also support timely upgrade to current versions of the above Web Hosting Resources.

Contractor shall support additional Web Hosting Resources as specified in individual Task Orders.

C.6.2.1.5 Provide Development and Test Environment

The Contractor shall provide support for non-production environments with a range of instances of technical service lines. These non-production environments are characterized by different controls, boundaries and levels of access, which may be specified in the individual Task Orders.

C.6.2.1.6 Provide Application Hosting

Specific Certification Requirements will be identified in the individual Task Orders. However, the following information should be considered a sampling of the current environment. Support the current range of Application Server software, which includes, but is not limited to:

- a. Cold Fusion
- b. Glass Fish
- c. Hibernate
- d. JBOSS App Server and Suite
- e. Matlab
- f. MediaWiki
- g. Oracle Application Server and BPM Middleware
- h. Silverlight
- i. Sun SMQ
- j. Tuxedo
- k. WebLogic
- l. WordPress

Contractor shall also support timely upgrade to current versions of the above Applications. Contractor shall support additional Applications as specified in individual Task Orders.

C.6.2.2 Provide Enabling Services

C.6.2.2.1 Support Bulk Data Transfer and Provide Competitive Volume Discounts

The Contractor shall provide volume pricing, for periodically transferring large amounts of data into or out of the Contractor-hosted environment, and between sites within the Contractor environment. These transfers may originate or terminate at both DOI and non-DOI facilities (e.g., universities). The volume of data transferred could range from the size of virtual machine images to all of the DOI data stored in the Contractor environment.

The Contractor shall support the following modes for Bulk Data Transfer:

- a. Loading data from physical media (e.g., disk arrays, tapes, DVDs)
- b. Transferring data in/out over the Internet
- c. Transferring data in/out to the DOI intranet
- d. Transferring data in/out via dedicated circuits (including virtual private networks).

C.6.2.2.2 Provide Operating System Services

The DOI requires several operating system services. All services can be performed by either the Contractor or the DOI, but the DOI retains the right to perform any service itself. These services include configuring Operating Systems and troubleshooting Operating System Problems.

C.6.2.2.3 Provide Licensing and Installation Services

The DOI requires the licensing and installation of all necessary operating systems and software that is the Contractor responsibility under service or service line bundles.

C.6.2.2.4 Provide Patching and Version Control Services

The Contractor must commit to a defined patching schedule and process (e.g., the DOI shall be notified in advance and given sufficient time to test compatibility with all related software – example time for implementation could range from a few days to a few weeks after identification).

The Contractor shall comply with negotiated change control processes and authorities for change, as mutually agreed upon after award. The Contractor shall coordinate with the system owner prior to making changes to the hardware configuration that may also require changes to the business system.

All proposed modifications shall be documented, tested, planned and communicated to client to ensure compatibility with the business system and to include fall back procedures. The Contractor shall provide the DOI at least one (1) week to test patches before they are rolled out to production systems. The DOI may postpone the patch indefinitely for selected environments if it is unable to make deployed IT systems compatible with the new versions.

The Contractor shall cooperate with the DOI to establish recurring maintenance windows and limit all but critical security patches to distribution within these windows

C.6.2.2.5 Provide Disaster Recovery Services

For all Disaster Recovery the Contractor shall provide the following services:

- A. Support to design, implement, and manage the Disaster Recovery solution
- B. Provide a web-based capability for configuring Disaster Recovery options.
 - I. Establish a set of mission critical data and snapshots.
 - II. Provide all services required in order to execute failover in the event of disaster and bring mission critical systems and data online.

C.6.2.2.6 Support One or More Solutions for Middleware Licensing and Support

The DOI operates an expansive set of middleware platforms across its various systems, which support Web Hosting, GIS, Database and Applications. The DOI requires licensing and management services for all middleware platforms identified herein. There are several options for satisfying these requirements:

- A. Contractor Provided Licensing and Management for Current Portfolio.** The contractor shall provide the licensing and/or management services for directly supporting current portfolio of DOI platforms and additional platforms as may be identified in individual Task Orders; and/or
- B. Contractor Proposed Migration to Recommended Standard.** The Contractor shall identify migration strategies and costs for transitioning to an alternative platform, and provides the licensing and/or management services for the alternative platform; and/or
- C. DOI Provides Licensing and Management.** The Contractor shall provide only infrastructure, as described in the IaaS layer, and DOI shall manage and license middleware.

Regardless of the services provided, the DOI retains the option to install, manage, and provide its own support for middleware instances on top of Contractor or DOI-managed infrastructure.

C.6.2.2.7 Provide Hosting for DOI Legacy Metering and Reporting Software. However, the following information should be considered a sampling of the current environment. Support the current range of Metering and Reporting software, which includes, but is not limited to:

- a. Actuate
- b. AWS Stats
- c. Crystal Reports
- d. Fiddler
- e. Groundworks
- f. Hyperion SQR
- g. IBM Applications Service Center
- h. Jasper Server
- i. MS S/COM
- j. NAGIOS
- k. SmarterStats
- l. Splunk
- m. Windows Log Parser

Contractor shall also support timely upgrade to current versions of the above legacy metering and reporting software. Contractor shall support additional metering and reporting software as specified in individual Task Orders.

C.6.2.2.8 Provide Hosting for Other Middleware

Specific Certification Requirements will be identified in the individual Task Orders. However, the following information should be considered a sampling of the current environment. Support the current range of Other Middleware, which includes, but is not limited to:

- a. Atlassian JIRA
- b. Adobe Pro
- c. ArborText
- d. Citrix XenApp
- e. Citrix XenDesktop
- f. Citrix XenServer
- g. Common Spot
- h. CommVault
- i. Documentum
- j. Exlips Plut-ins
- k. Entellitrak
- l. Hydra
- m. IBM FileNet
- n. Microsoft Dynamix CRM 2011
- o. Net Backup
- p. Networker
- q. Oracle ADF
- r. Prolifics
- s. PureDisk
- t. SharePoint
- u. Software AG/Entirex DCOM (Communicator, XML Mediator, Adapters)
- v. SQL Forms
- w. Web Center Content
- x. XML Data Powers

Contractor shall also support timely upgrade to current versions of the above Middleware. Contractor shall support additional Middleware as specified in individual Task Orders.

C.6.2.2.9 Provide Hosting for Scripting and Programming Environments

The DOI requires access to the following scripting languages on all web and application servers.

- a. .NET
- b. ASP.net
- c. Flex Action Script
- d. ISAPI
- e. Java
- f. Java Script
- g. Jscript
- h. Node.js
- i. 4GL
- j. Perl

- k. PHP
- l. Python
- m. RScript
- n. Ruby on Rails
- o. UNIX Scripting

Contractor shall also support timely upgrade to current versions of the above scripting and programming environments. Contractor shall support additional scripting and programming environments as specified in individual Task Orders.

C.6.2.2.10 Provide or Support Virtual Application and Virtual Desktop Resources

A. Support Virtual Application/Desktop Capabilities-

The DOI desires to meet the following Application/Desktop Virtualization Goals:

- The ability for our users to leverage any device, anywhere, at any time, with the appropriate level of information assurance.
- The ability to equip users quickly with necessary tools, improve customer service, and lower costs.
- An enterprise-class virtual desktop/application solution that may scale to service all government employees within the scope of the task order award.

B. Support General Virtual Application/Desktop Capabilities

Table 7 Virtual Application and Desktop User Needs below, identifies a representative list of DOI user requirements for virtual applications and desktops.

Table 7 Virtual Application and Desktop User Needs

User Needs
The ability to work from home and on “Personally Owned Equipment” (POE), even when using computationally intensive tasks.
The ability to work in other DOI facilities and Federal, State and Local Partners (public, private and non-profit).
The ability to share large amounts of data with external partners at their locations.
The ability to collect information while in field locations with no connectivity and upload the information without having to come into the office (via from home or other locations with cellular, WI-FI, or wired connection to the Internet).
The ability to collect and analyze data while in the field or on travel, accomplish office work, and use the same device for possible non-business purposes due to weight or space restrictions.
The ability for remote access to DOI information using mobile devices without smart card readers
The ability for authorized government users to specify custom desktop images which include a wide range of applications, and deploy these images within timelines which may be identified in the individual task orders.
The ability to conduct self-service password reset from outside the network.

C. Support Additional Virtual Application/Virtual Desktop Requirements

Virtual Application and Virtual Desktop solutions should satisfy user requirements, use cases and other requirements identified in the individual task orders.

C.7 ESTABLISH AND MEET PORTFOLIO OF SERVICE LEVEL REQUIREMENTS

Service Level requirements define the performance and other operating parameters within which the infrastructure must operate to meet IT System and End User requirements. For this section "Days" refer to calendar days unless an alternative definition is explicitly provided for a specific service level metric in individual task orders.

C.7.1 Optimize End-to-End Performance

C.7.1.1 Manage Latency between Hosted Applications and End Users

Latency shall be managed, by the Contractor, so as to optimize IT System responsiveness to end users and ensure functionality of the hosted application. The Contractor shall cooperate with the DOI to configure and maintain system infrastructure elements to ensure end-to-end latency is in compliance with IT system and end-user service level commitments. The assumption of both parties during the evaluation and resolution of end-to-end latency issues shall be that there is joint responsibility, and only upon identification of the latency issue(s) shall final responsibility be assigned. Additionally, the Contractor shall provide or cooperate with the DOI to deploy Virtual Application Hosting to improve user experience. Specific latency requirements, if any, will be identified in individual task orders.

C.7.1.2 Adapt to Demand Fluctuations to Meet and Maintain Service Levels

The Contractor shall ensure that system infrastructure is able to accommodate fluctuations in demand with minimal impact on system performance. Anticipated seasonality, minimum, peak and average demand rates will be provided in individual task orders to facilitate resource planning. Individual Task Orders may identify selected methods and minimum times for adapting to demand fluctuations.

C.7.1.3 Streamline and/or Automate Resource Scaling

The Contractor shall provide several tiers of service for the scale of basic resources that must be readily provisionable at all times. The Contractor shall provide capability to template incremental tiers for each resource or service package. Alternative methods for meeting the objective to streamline incremental provisioning for common, cost effective configurations based upon appropriate combinations to scale based upon application Input-Output (I/O), Processor, Memory or Storage sensitivity will also be considered. The DOI approved tiers/templates shall be selectable within the provisioning portal, and authorized users shall be able to establish the resource scaling sequence most appropriate to their application when configuring automatic scaling. Minimum timelines for implementing scaling options may be identified in individual Task Orders.

C.7.2 Meet Software and Licensing Support Service Level Requirements

C.7.2.1 Meet Operating System Services Service Level Requirements

Specific Service Levels for Operating Systems may be identified in the individual Task Orders.

C.7.2.2 Meet Licensing and Installation Services Service Level Requirements.

Specific Service Levels for Licensing and Installation may be identified in the individual Task Orders.

C.7.2.3 Meet Patching and Version Control Services Service Level Requirements.

Specific Patching and Version Control Service Levels may be identified in the individual task orders.

C.7.3 Meet Uptime and Availability Requirements

The Contractor shall guarantee several tiers of uptime of all Contractor controlled resources in terms of percentage of minutes a month that the Contractor controlled resources shall be fully operational and available. Planned downtime, as defined in **Table 17 Scheduled Downtime Service Bands**, Meet Mean-Time-To- Restore Service Levels, is counted as the system being fully operational. **Table 8 Uptime and Availability Service Bands** below identifies the minimum performance levels required for uptime and proposes options for up to four (4) service bands. The Contractor shall meet the minimum performance requirement, but may propose one (1) to four (4) alternative service bands.

Table 8 Uptime and Availability Service Bands

Uptime

Service Band	Minimum (>=)	Maximum (<)	Maximum Planned Downtime
Band 1	99.99%	100%	<4 min/month
Band 2	99.90%	99.99%	<43 min/month
Band 3	99%	99.90%	<7.2 hours/month
Band 4	95%	99%	<36 hours/month
Minimum Acceptable Performance:	95%		<36 hours/month

C.7.4 Meet Disaster Recovery Services Service Levels

The DOI requires a Disaster Recovery plan that meets all requirements outlined herein, and Recovery Time Objective (RTO) and Recovery Point Objective (RPO) specified below and in the individual task orders. Additional, Specific Disaster Recovery Service levels may be identified in the individual task orders.

C.7.4.1 Meet Recovery Time Objectives (RTO)

The Contractor shall guarantee that, following any outage attributable to failure of the infrastructure support, systems will be made operational within a specified maximum time. The table below identifies the minimum performance level for RTO and proposes options for up to five (5) service bands. The Contractor shall meet the minimum performance requirement, but may propose one (1) to five (5) alternative service bands.

Table 9 Recovery Time Objective Service Band Recommendations

Recovery Time Objective (RTO)		
Service Band	From	To
Band 1	0 minutes	5 minutes
Band 2	5 minutes	4 hours
Band 3	4 hours	24 hours
Band 4	24 hours	48 hours
Band 5	48 Hours	7 Days
Minimum Acceptable Performance:		7 Days

C.7.4.2 Meet Recovery Point Objectives (RPO)

The Contractor shall guarantee that, following a triggering event, systems will be reverted to a prior state no older than the specified maximum duration. Table 10 Recover Point Objectives below identifies the minimum performance level for RPO and proposes options for up to five (5) service bands. The Contractor shall meet the minimum performance requirement, but may propose one (1) to five (5) alternative service bands.

Table 10 Recover Point Objectives

Recovery Point Objective (RPO)		
Service Band	From	To
Band 1	0 minutes	5 minutes
Band 2	5 minutes	4 hours
Band 3	4 hours	24 hours
Band 4	24 hours	48 hours
Band 5	48 Hours	7 Days
Minimum Acceptable Performance:		7 Days

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C.7.5 Meet Backup Service Levels

The following service level requirements apply to Backup Services.

C.7.5.1 Comply with Backup Frequency Requirements

The Contractor shall provide a means of configuring backup and archiving frequency on an authorized technical user defined schedule. The schedule shall support daily, weekly, monthly, and yearly backups. The DOI authorized technical user shall be able to select a different Mean Time to Restore and Retention Periods for each backup. Specific Backup Frequency requirements may be identified in the individual Task Orders.

An example backup schedule could be:

Table 11 Recommended Backup Service Levels and Retention Periods

Backup Service Levels		
Frequency	Retention Period	Mean-Time to Restore
Daily	2 weeks	15 minutes
Weekly	1 month	4 hours
Monthly	1 year	24 hours
Yearly	48 Hours	72 hours

C.7.5.2 Meet Mean Time to Restore Requirements.

The average time required to complete a restore request. Given that the size of a restore request will influence time required to restore it, these service levels are calculated as the average of all restore requests (both big and small) over a month. Specific Mean-Time to Restore requirements may be identified in the individual Task Orders.

Table 12 Mean Time to Restore Requirements

Backup Service Levels	
Service Band	Mean-Time to Restore
Band 1	15 minutes
Band 2	4 hours
Band 3	24 hours
Band 4	72 hours

C.7.5.3 Comply with Data Retention Policies

The retention period is the duration that each backup snapshot will be retained before automatic deletion. The DOI requires the ability to set a custom time period within individual Task Orders.

C.7.6 Document and Meet Provisioning Service Level Requirements

The Contractor shall provide several tiers of service for the speed in which a hosted system can respond to changes in demand. In all cases resources shall be brought online and available for use within the specified time as defined within the individual task orders.

For example, in order to retain flexibility to scale up resources quickly to respond to sudden spikes in demand, some systems may subscribe to a top tier. Other systems, though, with more predictable changes in demand may be able to plan further ahead and subscribe to lower tiers of service.

After a request has been made (either manually or automatically in response to configurable triggers), resources (e.g., storage, virtual machines) shall be available for use within the specified times.

C.7.6.1 Meet Compute Host and Operations System Provisioning Service Level Requirements

The Contractor shall provide a means to provision the Compute Host manually, and/or scale Compute Host Resources both manually and automatically. The Table 13 Compute Host Service Bands below identifies the minimum performance level and proposes options for up to four (4) service bands. The Contractor shall meet the minimum performance requirement, but may propose one (1) to four (4) alternative service bands. Time measurement assumes that the user possess appropriate provisioning authorization credentials.

Table 13 Compute Host Service Bands

Service Band	Minimum (\geq)	Maximum ($<$)
Band 1	0 min	15 min
Band 2	15 min	2 hours
Band 3	2 hours	8 hours
Band 4	8 hours	24 hours
Minimum Acceptable Performance:		24 hours

C.7.6.2 Meet Storage Provisioning Service Level Requirements

The Contractor shall provide a means to provision the Storage both manually, and/or scale Storage Resources both manually and automatically. The table below identifies the minimum performance level and proposes options for up to four (4) service bands. The Contractor shall meet the minimum performance requirement, but may propose one (1) to four (4) alternative service bands. Time measurement assumes that the user possess appropriate provisioning authorization credentials. Table 14 Storage Provisioning Service Bands identifies proposed Service Bands for Provisioning Storage.

Table 14 Storage Provisioning Service Bands

Service Band	Minimum (\geq)	Maximum ($<$)
Band 1	0 min	15 min
Band 2	15 min	2 hours
Band 3	2 hours	8 hours
Band 4	8 hours	24 hours
Minimum Acceptable Performance:		24 hours

C.7.7 Meet Middleware Management Service Level Requirements

The Contractor shall provide several tiers of management support for Database, Web Server, and Application Servers. These services shall include the following requirements:

C.7.7.1 Meet Middleware Patching and Version Control Requirements

The Contractor shall commit to a defined patching schedule and process (e.g., the DOI must be notified in advance and given sufficient time to test compatibility with all related software – example time could range from a few days to a few weeks, and could postpone the patch indefinitely if it could not be made compatible). This section also defines any requirements around how quickly the Contractor shall make new versions of any support software available for use.

The Contractor shall provide the DOI test patches at least 1 week before they are rolled out to production systems.

The Contractor shall ensure all proposed modifications are documented, tested, planned and communicated to consumer to ensure compatibility with the business system and to include fall back procedures.

The Contractor shall coordinate with the system owner prior to making changes to the hardware configuration that may also require changes to the business system.

Required Schedules:

- a. Weekly
- b. Monthly
- c. Quarterly
- d. Yearly

C.7.7.2 Meet Additional Middleware Service Level Requirements

The Contractor shall meet additional middleware service level requirements which may be identified in the individual Task Orders.

C.7.8 Meet Secure File Transfer Service Levels

Specific service level requirements for the Secure File Transfer technical service line will be identified in the individual task orders. Section J, Attachment 12 identifies the initial requirements for this technical service.

C.7.9 Meet Virtual Desktop and Applications Service Levels

Specific service level requirements for Virtual Desktop and Applications Services will be identified in the individual Task Orders.

C.7.10 Meet Customer and Program Support Service Levels

The DOI requires several tiers of support for any support services provided. Support services include both trouble ticket support, as well as service management (e.g., Infrastructure Service Management, Operating System Service Management, and Middleware Service Management).

For each tier of support, the DOI requires pre-defined service levels for the following metrics:

- a. Availability (defined in section C.7.11.1 Meet Service Center Availability Service Levels)
- b. Time to Respond (defined in section C.7.11.2 Meet Service Level Time To Respond (Acknowledge) to Requests Service Levels)
- c. Time to Resolve (defined in section C.7.11.3 Meet mean-time-to-resolve service levels)
- d. Planned downtime (defined in Table 19 in Section c.7.11.4 Minimize Planned Downtime in Maintenance Windows)

The DOI requires the following definition of support and service request severity:

- a. Severity 1: Emergency (Health and Safety)
- b. Severity 2: Mission Priority (Bureau Director)
- c. Severity 3: Program Priority
- d. Severity 4: Routine

In addition, within thirty (30) calendar days of any major outage occurrence resulting in greater than 1-hour of unscheduled downtime, the Contractor shall describe the outage including description of root-cause and fix.

C.7.10.1 Meet Service Center Availability Service Levels

During hours of availability the customer expects to reach a support or service person who is able to take down a request for service or log a trouble ticket. Specific Service Center Availability Service Levels will be selected from the available tiers in the individual task orders.

- e. Meet Mean-Time-To-Resolve Service Levels)
- f. Planned downtime (defined in Table 19 in section C.7.11.4 Minimize Planned Downtime and Maintenance Windows)

The DOI requires the following definition of support and service request severity:

- e. Severity 1: Emergency (Health and Safety)
- f. Severity 2: Mission Priority (Bureau Director)
- g. Severity 3: Program Priority
- h. Severity 4: Routine

In addition, within thirty (30) calendar days of any major outage occurrence resulting in greater than 1-hour of unscheduled downtime, the Contractor shall describe the outage including description of root-cause and fix.

C.7.10.2 Meet Service Center Availability Service Levels

During hours of availability the customer expects to reach a support or service person who is able to take down a request for service or log a trouble ticket. Specific Service Center Availability Service Levels will be selected from the available tiers in the individual task orders.

The DOI requires the following tiers of availability:

C.7.10.2.1 8x5 Single Time zone

- 9am to 5pm
- Monday through Friday
- in a single time zone which may be identified in the individual task orders

C.7.10.2.2 8x5 CONUS

- 9am to 5pm
- Monday through Friday
- in each of the 4 CONUS Time zones (Eastern, Central, Mountain, and Pacific)

C.7.10.2.3 8x5 CONUS + Alaska

- 9am to 5pm
- Monday through Friday
- in each of the 4 CONUS Time zones (Eastern, Central, Mountain, and Pacific) plus Alaska

C.7.10.2.4 24x7x365/366

- 24 hours a day
- 7 days a week

C.7.10.2.5 Custom Work Hours, Custom Work Week, Selected Time Zone(s)

- To be defined in individual Task Orders.

C.7.10.2.6 Defined Season or Emergency/Incident Support

- To be defined in individual Task Orders.

C.7.10.3 Meet Service Level Time To Respond (Acknowledge) to Requests Service Levels

After contacting support, the DOI requires an acknowledgement of the request and initial service center within the specified time to respond.

Table 15 Service Levels for Acknowledging Requests below identifies the tiers of service required by the DOI. Severity/Priority levels in Section C.7.10, Meet Customer and Program Support Service Levels.

Table 15 Service Levels for Acknowledging Requests

Service Band	Severity/Priority							
	1		2		3		4	
	Minimum (>=)	Maximum (<)	Minimum (>=)	Maximum (<)	Minimum (>=)	Maximum (<)	Minimum (>=)	Maximum (<)
Band 1	0 min	15 min	0 min	30 min	0 min	45 min	0 min	60 min
Band 2	15 min	2 hr	30 min	4 hr	45 min	6 hr	60 min	8 hr
Band 3	2 hr	8 hr	4 hr	16 hr	6 hr	24 hr	8 hr	36 hr
Band 4	8 hr	24 hr	16 hr	48 hr	24 hr	72 hr	36 hr	96 hr

C.7.10.4 Meet Mean-Time-To-Resolve Service Levels

The DOI requires a commitment on the mean time to resolve all service and support issues. Time is calculated from initial response until satisfactory resolution or escalation. Averages are calculated monthly.

Table 16 Service Levels for Mean-Time-To Resolve (Fix) below identifies the DOI required service bands, Severity/Priority levels in Section C.7.10, Meet Customer and Program Support Service Levels.

Table 16 Service Levels for Mean-Time-To Resolve

Service Band	Severity/Priority							
	1		2		3		4	
	Minimum (>=)	Maximum (<)	Minimum (>=)	Maximum (<)	Minimum (>=)	Maximum (<)	Minimum (>=)	Maximum (<)
Band 1	0 min	15 min	0 min	30 min	0 min	45 min	0 min	60 min
Band 2	15 min	2 hr	30 min	4 hr	45 min	6 hr	60 min	8 hr
Band 3	2 hr	8 hr	4 hr	16 hr	6 hr	24 hr	8 hr	36 hr
Band 4	8 hr	24 hr	16 hr	48 hr	24 hr	72 hr	36 hr	96 hr

C.7.10.5 Minimize Planned Downtime and Maintenance Windows

The Contractor shall provide support services that accommodate several maintenance window maximums. Planned downtime must occur at times specified in the individual task orders, and agreed upon with each application system owner. Proposed Service Bands for Scheduled Downtime are identified in Table 17 Scheduled Downtime Service Band;

Table 17 Scheduled Downtime Service Bands

Service Band	Maximum Scheduled Downtime Per week	
	Minimum (>=)	Maximum (<)
Band 1 (High Availability)		0.1 min
Band 2	0.1 min	1 hr
Band 3	1 hr	2 hr
Band 4	2 hr	4 hr
Band 5	4 hr	8 hr

C.8 OPTIONAL CHARACTERISTICS REQUIREMENTS

Optional Characteristics Requirements define additional services that some systems require, but are not widespread enough to be considered a Resource or a Shared requirement.

C.8.1 Support Resource Segregation Options

The Contractor shall provide several options for segregating DOI resources:

- a. Fully segregated – DOI hosted systems (physical and virtual) must not share resources with any non-DOI entities. The Contractor shall provide physical barriers to separate customer's equipment.
- b. Federal government segregation – DOI hosted systems (physical and virtual) must not share resources with any non-Federal Government entities. The Contractor shall provide physical barriers to separate Federal government equipment from non-Federal government equipment.
- c. Non-segregated – DOI hosted systems (physical and virtual) can share resources with other entities.

Specific requirements for Resource Segregation may be identified in the individual Task Orders.

C.8.2 Support Non-production environments

The Contractor shall provide the ability to define non-production environments (e.g., test, development, training, staging, sandbox) as customized copies of a production environment. A non-production environment shall default to the same Resources, Service Level, and Feature requirements as the production environment, and a DOI administrator shall have the ability to adjust the non-production environment specifications.

Non-production environments may need access to Production storage or middleware instances, or may require separate clean storage and middleware instances. Non-production environments may require a means of populating storage from sources, both inside or outside, of the Contractor environment. The Contractor shall provide the ability to restrict access to non-production environments to a different set of users or "domains". For example, in relation to a Production environment a Development environment may have:

- a. Same middleware and operating system Resource requirements
- b. Lower Compute Host, Storage, and Bandwidth Resource requirements
- c. Lower Service Level requirements
- d. An option of Persistent or Non-persistent storage

The DOI shall have the ability to create and destroy non-production environments via web console.

Specific requirements Non-Production Environments may be identified in the individual Task Orders.

C.8.3 Support Requirement to Manage Underlying Physical Resources

The Contractor shall provide the functionality to manage the infrastructures underlying physical resources. For example, for licensing reasons, some systems need to attach a particular VM to a process and prevent it from being reassigned.

Specific requirements for Management of Underlying Physical Resources may be identified in the individual Task Orders.

C.8.4 Provide Content Delivery Network (CDN)

The Contractor shall provide the ability to cache static content at locations around the US to provide fast access to local users. This functionality is also known as Forward Staging.

Specific requirements for CDN may be identified in the individual Task Orders.

C.8.5 Support Government Compliance Requirements

The Contractor shall comply with government security and regulatory requirements that systems are subject to beyond those that the entire DOI is subject to. These regulations may include, but are not limited to:

- a. Ability to provide forensics on the roaming profiles of virtual desktop users
- b. Adherence to International Traffic in Arms Regulations (ITAR) requirements
- c. Adherence to Electronic Code of Federal Regulations (e-CFR) 250 regulations and Outer Continental Shelf (OCS) Lands Act
- d. Adherence to any restrictions placed on proprietary data stored by the Department
- e. Adherence to any litigation hold requirements currently in place or that may be imposed in the future
- f. Adherence to security controls defined in Section J, Attachment 1, DOI Security Control Standards

Government Compliance requirements may be identified in the individual Task Orders.

C.8.6 Support Alaska/Hawaii Regional Connectivity

The Contractor shall ensure users in Alaska and Hawaii can access core systems and data even when connectivity to CONUS has been lost. Definition of “core systems and data” must be configurable on a per application basis. Specific requirements for Regional Connectivity may be identified in the individual Task Orders.

C.8.7 Address Issues Related to Poor Connectivity

Please describe your approach for dealing with users in remote locations with poor, limited, or unstable internet connectivity (e.g., satellite, poor wireless coverage). Specific requirements for Poor Connectivity may be identified in the individual Task Orders.

C.8.8 Support or Provide Hardware Clustering

The Contractor shall provide capability to configure physical resources in a hardware cluster with a user configurable number of physical servers in the cluster. Specific requirements for Hardware Clustering may be identified in the individual Task Orders.

C.8.9 Provide Load Balancing

The Contractor shall provide the ability to distribute demand over multiple system instances. Specific requirements for Load Balancing may be identified in the individual Task Orders.

C.8.10 Support or Provide Interfaces to Non-Department Systems

The Contractor shall provide the ability to connect a Contractor hosted system or data store (“System A”) to another system (“System B”) that is hosted outside the DOI boundaries – example hosting locations include, but are not limited to:

- a. Another government agency
- b. A university
- c. A private sector enterprise

The connection, up to and including the Contractor boundary, shall be configured to support data exchange with System B. This shall include, but is not limited to, any necessary DMZ, firewall, gateway configurations and maintenance.

The connection shall support authentication schemes required by either System A or System B. Included, but not limited to:

- a. Active Directory
- b. OpenID
- c. Any other authentication schemes referred to in C.5.3 Establish and Maintain Security and Privacy

The connection shall adhere to all DOI security requirements including, but not limited to:

- a. Encryption of all sensitive data in transit (motion) and at-rest (storage) using only NIST Validated FIPS 140-2 compliant and validated cryptographic modules and algorithms.

Specific requirements for Interfaces to Non-Departmental Systems may be identified in the individual Task Orders.

C.8.11 Support or Provide Static IP Addressing

The Contractor shall provide a static IP for a specified compute host instance. Specific requirements for Static IP Addressing may be identified in the individual Task Orders.

C.8.12 Provision Dedicated Resources

The Contractor shall provide the option to provision dedicated as well as shared units of the resources. Dedicated resources are defined as physical resources for which the provisioning system is the sole tenant. Specific requirements for Provisioning Dedicated Resources may be identified in the individual Task Orders.

C.9 ASSOCIATED SUPPORT SERVICES

Associated support services are those services which may be required to enable identification, analysis, prioritization, preparation and migration of IT systems from the current operating environment to the target operating environment, or may be required to ensure sustained operations and maintenance of systems in the target operating environment. Categories for Associated Support Services are more completely described in Table 18 Associated Support Services.

Table 18 Associated Support Services

- C.9.1 Planning Services--- includes cloud readiness evaluation for QASP & Pilot Transition Plan
- C.9.2 Engineering Services
- C.9.3 Migration Services---includes Management of Cloud Transition, Pilot Transition
- C.9.4 Application Management Services
- C.9.5 Interface Design and Integration Services
- C.9.6 Testing- section 508 compliance
- C.9.7 Training Services
- C.9.8 Security Services

Specific requirements for Associated Support Services may be identified in the individual Task Orders.

SECTION D - PACKAGING AND MARKING

D.1 GENERAL

Any and all deliverables submitted under this contract shall be prepared and packaged in a cost-effective manner equivalent to standard commercial quality. Elaborate art work, expensive paper and bindings are neither necessary nor desired.

Unless otherwise directed by the Contracting Officer, all reports shall be delivered by electronic mail (e-mail) or First Class mail. The cost of delivery by more expensive means will be denied unless approval is obtained in advance from the Contracting Officer.

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/vffar1.htm> or <https://www.acquisition.gov/far/>, and DIAR Clauses: www.doi.gov/pam/aindex.html

<u>Clause</u>	<u>Title</u>	<u>Date</u>
52.203-3	Gratuities	Apr 1984
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct 2010
52.204-4	Printed or Copied Double-Sided on Recycled Paper	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.223-6	Drug-Free Workplace	May 2001
52.227-1	Authorization and Consent	Dec 2007
52.232-18	Availability of Funds	Apr 1984
52.242-13	Bankruptcy	July 1995
52.242-15	Stop-Work Order	Aug 1989

E.2 INSPECTION AND ACCEPTANCE

Inspection of the Supplies/Services provided hereunder shall be made by the Contracting Officer's Representative (COR) or any Inspectors designated by the Contracting Officer. The place of inspection for reports required under this contract shall be at the addresses for deliverables set forth in Section F. Final acceptance of Supplies/Services shall be made by the COR designated in the contract or as specified in individual orders.

E.2.1 General Acceptance Criteria

General quality measures, as set forth below, will be applied to each work product received from the contractor under this statement of work.

- Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity - Work Products shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products must satisfy the requirements of this contract.
- File Editing - All text and diagrammatic files shall be editable by the Government.

- **Format** - Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission, unless otherwise specified herein. Hard copy formats shall follow any specified Directives or Manuals.
- **Timeliness** - Work Products shall be submitted on or before the due date specified herein or submitted in accordance with a later scheduled date determined by the Government.

E.3 QUALITY ASSURANCE

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

SECTION F – DELIVERABLES OR PERFORMANCE**F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<u>CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>
52.247-34	F.o.b. Destination	NOV 1991

F.2 TERM OF THE CONTRACT

(a) The term of this contract will be three years from date of award, anticipated for May 1, 2013 through April 30, 2016. This is the base period of performance for this contract.

(b) This contract includes four (4) option periods, as shown below, for the renewal of the contract which may be unilaterally exercised by the Government. Each option period shall be exercised in accordance with Section I. See FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000). All terms and conditions applicable to the base period shall apply to the options unless otherwise agreed upon.

- Option Period One (1) – May 1, 2016 through April 30, 2018
- Option Period Two (2) – May 1, 2018 through April 30, 2020
- Option Period Three (3) – May 1, 2020 through April 30, 2022
- Option Period Four (4) – May 1, 2022 through April 30, 2023

F.3 PLACE OF PERFORMANCE

Services may be provided off-site, on-site, or a combination of, depending on program requirements specified in individual task orders. However, the Government anticipates the majority of the work will be performed at the Contractor facilities unless otherwise stated in individual task orders.

F.4 MEETINGS, REPORTS AND OTHER DELIVERABLES

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

Unless otherwise specified, the Government will have a maximum of ten (10) working days from the day the draft deliverable is received to review the document, provide comments back to the contractor, approve or disapprove the deliverable(s). The contractor will also have a maximum

of ten (10) working days from the day comments are received to incorporate all changes and submit the final deliverable to the Government. All days identified below are intended to be workdays unless otherwise specified.

F.4.1 Orientation Briefing

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

F.4.2 Deliverable Table

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

Reference	Milestone/Deliverable	Responsibility	Date
F.8	Subcontracting Plan Reports	Contractor	See F.8
C.5.2	Quarterly Contract and Service Line Service Management Conference Call	Contractor and Government	Quarterly
C.5.2.1.1	Role Based Report	Contractor	TBD at Orientation Briefing
C.5.2.1.3	Monitor Performance and Manage Alerts & Reporting Plan	Contractor	TBD at Orientation Briefing
C.5.2.1.4	Usage & Cost Monitoring Reports	Contractor	TBD at Orientation Briefing
C.5.2.1.5	Incident Management Report	Contractor	TBD at Orientation Briefing
C.5.2.4	Impact Plan	Contractor	TBD at Orientation Briefing
C.5.2.3	Quality Assurance Plan	Contractor	TBD at Orientation Briefing
C.5.3	Quarterly Security and Privacy Trends and Continual Improvement Meeting	Contractor and Government	Quarterly
C.5.3.3	Security Assessment Plan and Report	Contractor	TBD at Orientation Briefing
C.5.3.4	Mitigation Plan	Contractor	TBD at Orientation Briefing
C.6	Annual Technology and Architecture Review	Contractor and Government	Annual
C.7	Quarterly Service Level Review	Contractor and Government	Quarterly
C.7.4	Disaster Recovery Plan	Contractor	TBD at Orientation Briefing
F.4.1	Orientation Briefing Schedule	Contractor	TBD
F.6.1	Transition-Out Plan	Contractor	no later than ninety (90) calendar days prior to the expiration of the contract period, unless another date is mutually agreed upon

F.5 OTHER PERFORMANCE REQUIREMENTS

F.5.1 Productive Direct Labor Hours

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

F.5.2 Legal Holidays

The following Government holidays are normally observed by Government personnel: New Years Day, Martin Luther King’s Birthday, Presidential Inauguration Day (metropolitan DC area only), President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation. Or any other kind of administrative leave such as acts of God (i.e., hurricanes, snow storms, tornadoes, etc.), Presidential funerals or any other unexpected government closures. When a holiday falls on Saturday or Sunday, it is observed on the adjacent Friday or Monday, respectively.

F.6 TRANSITION PLANS

F.6.1. Transition Out -- At the end of the period of performance, the incumbent contractor shall transition activities to the incoming contractor with minimal disruption of services to the government. The contractor shall maintain sufficient qualified staff to meet all requirements of this effort services. The contractor shall submit a written phase-out plan to the COR no later than ninety (90) calendar days prior to the expiration of the contract period, unless otherwise agreed upon. The plan shall detail phase-out activities to assure continuity of operations and the execution of a smooth and timely transition. Phase-out activities shall be coordinated through the COR. The outgoing contractor shall submit a weekly status report of phase-out activities to the COR beginning the 7th calendar day following the award of a successor contract until otherwise notified by the COR to discontinue.

F.7 NOTICE TO THE GOVERNMENT OF DELAYS

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

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

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

F.8 SUBCONTRACTING PLAN REPORTS

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

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

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 AUTHORITIES**

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, administration of the contract will require maximum coordination between the Government and the Contractor. The following information identifies the individuals responsible for this coordination.

G.1.1 Authority – Contracting Officer (CO)/Administrator, Contracting Officer's Representative (COR) and Contractor's Project Manager**G.1.1.1 Contracting Officer (CO) and/or Contract Specialist (CS) - The CO/CS for this contract is:**

Name: Terrie L. Callahan, Contracting Officer
Department of the Interior, NBC, AQD
381 Elden Street, 4th Floor
Herndon, VA 20170
Phone/Fax: 703-964-3596
Email: Terrie_Callahan@nbc.gov

Name: Rob Stoltz, Contract Specialist
Department of the Interior, NBC, AQD
381 Elden Street, 4th Floor
Phone/Fax: 703-964-3624
Email: Rob_Stoltz@nbc.gov

A Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with a Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than a Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

G.1.1.2 Contracting Officer's Representative (COR)

Name: Peggy FinneFrock
Department of the Interior, Office of the Chief Information Officer (OCIO)
PO Box 25487
Lakewood, CO 80225-0487
Phone: 303-236-5090
Email: Peggy-lee_Finnefrock@ios.doi.gov

All contractual questions and concerns will be directed to the Government Contracting Officer. The Government Contracting Officer is the only individual with the authority to financially obligate the government and to make changes to original terms and conditions of this task order .

The contractor is responsible for notifying the contracting officer of any potential issues or concerns – technical, scope or financial, concerning this task order.

The Contracting Officer (CO) is the exclusive agent of the Government with authority to enter into and administer contracts. The CO must therefore ensure that all requirements of law and regulation are followed. As the CO's representative, the COR is authorized to act in the stead of the CO to monitor the technical effort being performed under this task order. The COR must become very familiar with the requirements of this task order and communicate with the Contractor to ensure the Contractor is making satisfactory progress in performance of this task order. Other than the CO, the COR is the only Government employee who may direct the flow of matters between the Government and the Contractor. Additionally, the COR is limited to directing the flow of *technical* matters, and no other matters.

A contract is a legally enforceable agreement that sets forth the rights and responsibilities of the parties thereto. If the Contractor deviates from the terms of this task order, it is a matter between the Government (represented by the CO) and the Contractor. The COR must therefore keep the CO fully informed so that effective solutions can be applied to problems as soon as they develop. The COR will be required to exercise his/her best judgment to determine what matters deserve the attention of the CO. When in doubt, report the matter to the CO.

COR suggestions to the Contractor about what must be done to fulfil the terms of this task order may lead to unauthorized commitments by the Government for additional compensation or to a release of the Contractor from its obligations under this task order. The COR must therefore refrain from communicating with the Contractor about matters that are outside the flow of *technical matters*. If in doubt, ask the CO. While the COR can and must make technical decisions, the COR may not take any contractual administration actions unless they are clearly authorized by a COR appointment.

1. An appointed COR is authorized and required to:

- a. Inspect and monitor the Contractor's performance to assure technical compliance with this task order. Immediately notify the CO of non-compliance, failure to make due progress, or a dispute. The COR should refer all discussions concerning disputed matters to the CO.
- b. For all contracts for the National Business Center (NBC), input data on all Contractor employees into NBC's Electronic Staffing (eCStaffing) database <https://ecstaff.nbc.gov>. Ensure that the data is accurate and is updated and maintained as necessary throughout the life of this task order

- c. Inspect and verify satisfactory delivery of all services and products, including the Contractor's reports.
 - d. Verify efficient and satisfactory performance of work for payment purposes. When contracts contain a warranty or maintenance clause, immediately notify the CO and the Contractor of any deficiencies. After you have completed the notification, monitor the Contractor's response. Notify the CO if the Contractor fails to comply with the requirements in a timely fashion.
 - e. For the Herndon offices, within five business days of receiving an invoice or an electronic notification through IPP (www.ipp.gov) enter on the first page of a paper invoice, or in the appropriate space in IPP for an electronic invoice, the recommended action whether to Approve, Reject or Partially Approve the invoice. The COR *must* make invoice action recommendations on Debit Invoices and/or Credit Vouchers/Memos before IPP can forward them for CO approval. Submit paper invoices to invoices@aqd.nbc.gov – or the designated individual who forwarded the invoice for signature; you *must sign and date the invoice*.
 - f. For offices other than Herndon, the COR must take action within five business days of receiving a paper invoice. The COR *must* record the recommended action whether to Approve, Reject or Partially Approve the invoice, and must sign and date the invoice. Follow the invoicing instructions set forth herein for forwarding the invoice after COR approval or rejection.
- 2. When exercising COR duties under this appointment, the COR is responsible for:**
- a. Knowing and understanding the terms and conditions of this task order. Immediately discuss any unclear areas with the CO;
 - b. Knowing the scope and limitations of the COR authority and using good judgment, skill, and reasonable care in exercising it;
 - c. Protecting privileged and sensitive procurement information;
 - d. Monitoring the work site periodically to verify progress and informing the CO of the findings concerning:
 - (1) Actual performance vs. scheduled performance.
 - (2) Action needed to restore this effort to schedule;
 - e. Implementing the Government Furnished Property/Materials (GFP/M) contract provisions, when applicable. COR responsibilities for GFP/M include: providing the CO with any proposed changes, additions, or deletions to GFP/M; ensuring that delivery is made on time; and inspecting each unit upon its return and notifying the CO of any deficiencies;

- f. Monitoring the results of all required tests within the stated time limitations. The results must be promptly forwarded to the CO. When equipment is delivered to more than one site, ensuring the CO is informed in writing (e.g., e-mail) of delivery and acceptance. Ensuring that equipment is not installed or repaired by Government personnel when the responsibility lies with the Contractor;
- g. Documenting actions taken and decisions that have made as the COR, and maintain adequate records to describe sufficiently the performance of the duties as COR during the life of this task order. As a minimum, the COR file should contain copies of the following:
 - (1) COR appointment memorandum
 - (2) Task Order award and any modifications
 - (3) All correspondence
 - (4) Records of COR inspections
 - (5) Records of conversations with the contractor
 - (6) Invoices and vouchers;
- h. Providing the CO with a copy of any correspondence (including e-mail) you send to the Contractor;
- i. Assuring that the Contractor has access to the facility as well as appropriate clearances for personnel to have access to classified or sensitive material, when applicable, as soon as it is determined that access to such material will be required;
- j. Reviewing and recommending to the CO approval/disapproval of Contractor's requests for public release of information regarding work being performed under this task order;
- k. Maintaining current COR certification throughout the appointment. In accordance with Office of Management and Budget memorandum dated September 6, 2011, Subject: The Federal Acquisition Certification for Contracting Officer Technical Representatives, CORs must have a minimum of 40 hours of training and must maintain their skills currency through continuous learning. Twenty-two of the required 40 hours of training hours must cover the essential COR competencies. The remaining 18 hours of the required 40 hours of training should include agency-specific courses, electives, and/or those identified by the COR's supervisor, in consultation with the Contracting Officer, as necessary, for managing a particular contract. To maintain a FAC-COR, CORs are required to earn 40 continuous learning points (CLPs) of skills currency training every two years.
- l. Immediately notifying the CO of an impending COR change in order to facilitate a smooth transition and early training of the new COR; and
- m. Monitoring the performance and dollars expended on time-and-material and labor-hour type line items or contracts to ensure that they appear to be reasonable for the efforts performed; this includes the type of labor and number of labor

hours, travel (including locations, duration, and number of travelers), and types and quantities of material.

The COR shall only authorize or approve contractually funded travel expenses which comply with Federal Travel Regulations or Joint Travel Regulation, as appropriate. As a minimum, the COR must review invoices and any status reports provided by the Contractor to verify that the hours and costs incurred are reasonable in view of the Contractor's effort and deliverables provided. The COR must also review invoices to ensure that the labor rates charged are the same as those set forth in this task order.

This task order is covered by the Prompt Payment Act which subjects the Government to penalties if invoices are not paid in a timely fashion. Penalties are assessed if payment is not made within 30 days after receipt of a proper invoice or final acceptance of the goods or services, whichever is later.

To avoid paying late payment penalties from your program funds, it is important that the COR promptly accept/reject delivered goods or services and immediately certify invoices for payment. Payment, inspection, and acceptance procedures are set forth in this task order. Notify the CO immediately if goods or services are rejected. Ensure invoices include proper justification for rejected or partially paid invoices.

The COR must ensure that Contractor employees and consultants with access to Government information technology systems complete the required background investigation forms. The COR must ensure these forms are submitted to the Agency security officer or personnel security specialist for screening and processing. Prior to granting access to Government IT applications and systems the COR must verify that Contractor employees and consultants meet the mandatory training requirements of OMB Circular A-130 and 5 CFR Part 930.

The COR may face personal pecuniary liability if you commit unauthorized acts that obligate the Government to pay for work that is outside the scope of this task order. It is therefore essential for the COR to understand that under the COR appointment, the COR must *NOT*:

- a. Modify the stated terms and conditions of this task order or the scope of work in any manner. All such changes must be made in writing by the CO;
- b. Award, execute, or agree to any contract, contract modification, accord, task or delivery order, notice of intent, or any similar agreement;
- c. Obligate the Government, in any way, to make any payment of money outside the terms and conditions of this task order;
- d. Make a final decision on any contractual matter that is subject to the Disputes Clause at FAR 52.233-1;
- e. Terminate the Contractor's right to proceed, or impose or place a demand upon the Contractor to perform any task or permit any substitution not specifically provided for in this task order;
- f. Change the period of performance;
- g. Authorize purchases not provided for under this task order;
- h. Authorize the use of overtime;

- i. Furnish or authorize the furnishing of Government property, except as required under this task order;
- j. Direct the activities of any employee of the Contractor, except as specifically provided for under this task order;
- k. Authorize subcontracting or the use of consultants not already authorized under this task order;
- l. Grant deviations from or waive any of the terms or conditions of this task order; or
- m. Make any change that affects price, quality, quantity, delivery, or other terms and conditions of this task order.

The COR may *not* delegate any of the duties or responsibilities assigned to you under this appointment, and should ensure that an Alternate COR is appointed to perform duties in the event of your absence.

An appointment as COR will end on the earliest of the following events:

1. Task Order completion.
2. Task Order termination.
3. Leaving present duty position.
4. The CO's termination of this appointment.

When performing COR duties under a COR appointment, the COR shall maintain an arms-length relationship with the Contractor and consistently strive to protect the interests of the Government. The COR should be particularly attentive to possible violations of the False Claims Amendments Act of 1986 and the Program Fraud Civil Remedies Act of 1986, which involve the submission of false claims or the making of false statements. Similarly, the COR shall avoid any act that may tend to compromise the integrity or apparent integrity of yourself or the Government, or which interferes with the Contractor's right to perform.

Gratuities offered to the COR or any other Government official by any private person or company must be reported to the CO. In the capacity as the COR, the COR is responsible for promptly notifying the CO of any suspected violations of the Gratuities Clause, FAR 52.203-3.

If the COR has or intends to obtain any direct or indirect financial interest which conflicts with your duty to promote and protect the interests of the United States (this includes any discussion of employment with the Contractor), the COR shall immediately advise his/her supervisor and the CO of the conflict. The COR shall also avoid the appearance of any such conflict to maintain public confidence in the Government's conduct of business with the private sector.

For additional information on COR duties and responsibilities please refer to the Federal Acquisition Institute's online COR Training Modules at www.fai.gov.

G.1.1.3 Supervision of Contractor's Employees

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this effort. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained herein. Resumes submitted for employees assigned to perform under this contract shall contain documented experience directly applicable to the functions to be performed. Further, these prior work experiences shall be specific and of sufficient variety and duration that the employee is able to effectively and efficiently perform the functions assigned.

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

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

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

G.1.1.3.1 Contractor's Representative

The Contractor shall provide a Project Manager to facilitate Government-Contractor communications. The Project Manager shall be the primary technical and managerial interface between the Contractor and Contracting Officer (CO) and the Contracting Officer's Technical Representative (COR) located at the DOI Facility identified below. The name of this person, and an alternate or alternates, who shall act for the contractor when the Manager is absent, be designated in writing to the CO. The Project Manager or alternate will have full authority to act for the contractor on all contract matters relating to daily operations. The Contractor's designated Project manager for this contract is:

Name: ***TBD at Orientation Briefing***

Address:

Phone:

Fax:

Email:

The Contractor's designated Project manager for this contract shall have the authority to make any no-cost contract technical, hiring and dismissal decision, or special arrangements regarding this contract.

The Project manager shall have full authority to act for the Contractor in the performance of the required services. The Project manager or a designated representative shall meet

with the CO/COR as necessary to maintain satisfactory performance and to resolve any issues pertaining to Government/Contractor procedures. At these meetings, a mutual effort will be made to resolve any and all problems identified. Written minutes of these meetings shall be prepared by the Contractor, signed by the Contractor's designated representative, and furnished to the Government within two (2) workdays of the subject meeting. The Project manager, and all designated representatives, shall be able to fluently read, write, and speak the English language.

The Project Manager or alternate must be available during normal duty hours, as specified herein and to meet with government personnel within 24 hours notification to discuss problems.

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

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

G.2 OTHER ADMINISTRATIVE CONSIDERATIONS

G.2.1 Correspondence

To promote timely and effective administration, correspondence shall be subject to the following procedures:

(a) Technical correspondence (where technical issues relating to compliance with the requirements herein) shall be addressed to the Contracting Officer's Representative (COR) with an information copy to the Contracting Officer (CO).

(b) All other correspondence, including invoices, (that which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this SOW) shall be addressed to the Contracting Officer with an information copy to the COR.

G.2.2 Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (September 2011)

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

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>. 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 contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

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

G.2.2.1 Additional Invoicing Instructions

Any payment under this task order to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. The Contractor shall bill either monthly or quarterly, in arrears, in accordance with 31 U.S.C 3324.

G.3 METHOD OF PAYMENT

The Department of the Interior has adopted the Department of Defense's Central Contractor Registration database as its database for contractor information. All payments by the Government under this contract shall be made by electronic funds transfer (EFT). Therefore, the provisions of FAR 52-232.33, Payment by Electronic Funds Transfer – Central Contractor Registration, apply and are hereby incorporated by reference in Section I of this contract.

G.4 PAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies and/or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

G.5 DIAPR 2010-18 AUTHORITIES AND DELEGATIONS (INTERIM - MAY 2010)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The contractor will be notified of the name and other contact information of the COR/COTR, once they are established.

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

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

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of notice)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ADVERTISING OF AWARD

The contractor shall not refer to this award in commercial advertising, or similar promotions in such a manner as to state or to imply that the product or services provided is endorsed, preferred, or is considered superior to other products or services by the Department of the Interior (DOI). This includes advertising, or similar promotions, in all forms or electronic, broadcast, and print media.

In addition, the contractor is restricted from reproducing the image(s) of the DOI in any form of commercial advertising, or similar promotion. This includes images of official seals and buildings. The reproduction of official seals and the images of buildings is a matter controlled by regulation and Executive Order. Any proposed usage of such symbols must be brought to the attention of the Contracting Officer.

H.2 PRINTING

The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract provided, however, that performance of a requirement under this contract involving the reproduction of less than 5,000 production units of any one page, or less than 25,000 production units in the aggregate of multiple pages, will not be deemed to be printing. A production unit is defined as one sheet, size 8.5 x 11 inches, one side only one color.

H.3 KEY PERSONNEL

Any key personnel applicable to this acquisition shall be identified in the individual task orders.

H.4 CONTRACTOR INTERFACES

The Contractor and/or his subcontractors may be required as part of the performance of this contract to work with other Contractors supporting the IT Transformation Initiative for the Government. Such other Contractors shall not direct this Contractor and/or their subcontractors in any manner. Also, this Contractor and/or their subcontractors shall not direct the work of other Contractors in any manner.

The Government shall establish an initial contact between the Contractor and other Contractors and shall participate in an initial meeting at which the conventions for the scheduling and conduct of future meetings/contacts will be established. Any CORs of other efforts shall be included in any establishment of conventions.

H.5 WARRANTY AGAINST DUAL COMPENSATION

The contractor warrants that if he/she is involved in two or more projects, at least one of which is supported by Federal funds, he/she may not be compensated for more than 100% of his/her time during any part of the period of dual involvement.

H.6 RESTRICTIONS ON FUTURE CONTRACTING WITH DOI

It is agreed by the parties to this contract that the contractor will be restricted in its future contracting with DOI in the manner described herein. Except as specifically stated herein, the contractor shall compete for DOI business on an equal basis with other companies.

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

The restrictions as stated herein may be waived by the Contracting Officer if it is determined that such restrictions would be detrimental to any Government program.

H.7 RESERVED

H.8 DISPOSITION OF MATERIAL

Upon termination or completion of all work under this contract, the Contractor shall prepare for shipment, deliver f.o.b. destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by the Contracting Officer, or as specified in other provisions of this contract. All materials produced or required to be delivered under this contract become and remain the property of the Government.

H.9 CONFIDENTIALITY OF DATA

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

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

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

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

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

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

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

H.10 SECTION 508 APPLICABLE STANDARDS

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794d) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology (EIT), individuals with disabilities must have access to and use of information and data that is comparable to individuals without disabilities. Requirements for accessibility based on Section 508 are determined to be relevant for cloud computing. The following requirements apply to this acquisition.

- 36 CFR Section 1194.21 – Software Applications and Operating Systems
- 36 CFR Section 1194.22 – Web-based Internet Information and Applications
- 36 CFR Section 1194.23 – Telecommunication Products
- 36 CFR Section 1194.24 – Video and Multimedia Products
- 36 CFR Section 1194.31 – Functional Performance Criteria
- 36 CFR Section 1194.41 – Information, Documentation, and Support

A description of the Section 508 standards is located at <http://www.section508.gov/index.cfm?fuseAction=stdsdoc>.

H.11 TITLE TO MATERIALS

Other than the rights and interests expressly set forth in this agreement, the Government retains exclusive right, title, and interest (including but not limited to intellectual property rights and licenses) in and to all its data. Government data includes, without limitation, the results of any processing of Government data that occurs on any Contractor provided system. The Contractor acquires no rights or licenses through this agreement (including but not limited to intellectual property rights or licenses) to use the Government's data for its own purposes. The Contractor does not acquire and may not claim any security interest in the data.

The Government retains the right to access and retrieve its data stored on the Contractor's service infrastructure at its sole discretion and in an accessible (i.e., nonproprietary) format.

H.12 INDEMNITY

The Contractor shall hold and save the Government, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrong mission of the Contractor, or any subcontractor, or their employees, agents, etc.

Nothing in paragraph a above shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is the Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

The contractor agrees to include this clause, appropriately modified, in all subcontracts to be performed under this contract.

H.13 AUTHORITY TO OBLIGATE THE GOVERNMENT

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

H.14 TECHNOLOGY REFRESH/ENHANCEMENT (TRE) PROPOSALS

During the performance of this contract, the Government may solicit, and at the Contractor's discretion may submit Technology Refresh/Enhancement (TRE) Proposals. TRE means any changes and/or enhancements within the service areas and/or service lines contained in this contract. This may include any service areas and/or service lines that are not specified within the contract as long as they are within the general scope. The TRE shall contain the documentation by which any proposed change is described, justified, and submitted to the procuring activity for approval or disapproval. These TREs, must be within the general scope of this contract, may be requested by the Government and/or proposed by the contractor, for certain requirements specified herein. The TREs may include but are not limited to enhancements, technology refresh or renewal, and/or for any other purpose which present a system or service performance advantage to the Government. Improvement in technology which better provides for the needs of employees/users with disabilities is especially encouraged. Implementation of an approved TRE may occur by either a supplemental agreement or, if appropriate, as a written change order to the contract. Additionally, the DOI considers Data Center Consolidation or emergency operations requirements, and any hosting and associated support services necessary, to be within scope of this contract. Therefore, any modifications and/or task orders maybe be executed for any requirements within this area. This would include Contractor operation and maintenance of Government owned assets within either Government or Contractor owned and operated facilities.

- a) At a minimum, any proposal submitted by the Contractor pursuant to this clause shall include the following information:
 - 1) A statement to the effect that the proposal is being submitted pursuant to this clause;
 - 2) A detailed technical description of the proposed changes;
 - 3) A detailed comparison between the existing contract requirements and the proposed changes, including the advantages and disadvantages of each;
 - 4) An itemized list of each contract requirement, including any delivery schedules or completion dates that would, in the Contractor's opinion, be effected by the proposed changes;
 - 5) An estimate of any change (increase or decrease) to the contract's price, including any related cost;
 - 6) An estimate of the date by which the Government should accept the proposal in order to receive maximum benefits; and,
 - 7) The date until which the proposal is valid. (This date must provide reasonable time for the Government to review the proposal.)
- b) The Contractor may withdraw, in whole or in part, any improvement proposal which is not accepted by the Government within the specified time for acceptance.
- c) The Contracting Officer shall accept or reject any improvement proposal by giving the Contractor written notice of such acceptance or rejection.
- d) If the proposal is accepted, the Contracting Officer shall issue a contract modification to incorporate any necessary changes into the contract, including any increase or decrease in the contract price. Such adjustment shall be made in accordance with the changes clause of this contract.

- e) Unless and until the contract is modified in writing to incorporate any changes resulting from the Government's acceptance of an improvement proposal, the Contractor shall continue to perform in accordance with the contract's existing terms and conditions.
- f) The Contracting Officer's decision to accept or reject any improvement proposal shall be final and shall not be subject to the terms cited in the disputes clause. Furthermore, the Government shall not be liable for the direct reimbursement of any proposal costs. In no event shall the Government be liable for any additional costs incurred by the Contractor due to the Government's delay in accepting or rejecting any improvement proposal.
- g) The Contractor is requested to identify specifically any information contained in its improvement proposal which it considers confidential and/or proprietary and which it prefers not be disclosed outside the Government. The Contractor's identification of information as confidential and/or proprietary is for informational purposes only and shall not be binding on the Government. The Contractor is advised that such information may be subject to releases under the Freedom of Information Act (5 U.S.C. 552).

H.15 OFF RAMP

- a) To ensure success of the Foundation Cloud Hosting Services, each Contractor is expected to participate in the ordering process by submitting proposals in response to task order requests (TORs) for which the Contractor has a reasonable chance for award, to successfully perform the terms of their Orders, and to promptly improve performance when it does not meet the terms of the Orders. If a Contractor does not meet these expectations, it is the Government's intent to "off-ramp" the Contractor by:
 - b) Permitting such Contract to expire instead of exercising the Option; or
 - c) Implementing a termination for convenience (if applicable and only if such action is in the Government's best interest); or
 - d) Implementing a termination for default, if applicable; or
 - e) Taking any other action which may be permitted under the Foundation Cloud Hosting Services Contract's terms and conditions.

H.16 ON RAMP

Consistent with FAR 16.504(c)(1)(ii)(A), the Contracting Officer has determined it is in the Government's best interest that at all times during the term of the Contract, there remain an adequate number of Contractors eligible to compete for Orders. Over time, the total number of Contractors may fluctuate due to various reasons including industry consolidation, significant changes in the marketplace or advances in technology, general economic conditions, the Government's exercise of the off-ramp process, or other reasons. Recognizing this, DOI intends to periodically review the total number of Contractors participating in the Foundation Cloud Hosting Services Ordering Process and determine whether it would be in the Government's best interest to initiate an open season to add new contractors to the Basic Contract.

H.17 OPEN SEASON PROCEDURES

If DOI determines that it would be in the Government's best interest to open a new solicitation to add new contractors to this contract, the Contracting Officer may do so at any time provided:

- a) The solicitation is issued under then-applicable federal procurement law;
- b) The solicitation identifies the total approximate number of new awards that the Contracting Officer intends to make. The Contracting Officer may decide to award more or fewer Contracts than the number anticipated in the solicitation depending upon the overall quality of the offers received and also reserves the right to limit open season to only small business concerns;
- c) Any Contractor that meets the eligibility requirements set forth in the new solicitation submits a proposal in response to the solicitation; however, existing Contractors may not hold more than one contract at any time;
- d) The award decision under any solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation;
- e) The terms and conditions of any resulting awards from a new solicitation are materially identical to the existing version of the Contract;
- f) The term for any such new awards from a solicitation is co-terminus with the existing term for all other Contractors, including the option period (if applicable); and
- g) If awarded a contract, any new Contractor is eligible to submit a proposal in response to any task order requests and receive task order awards with the same rights and obligations as any other Contractor.

H.18 GOVERNMENT OPERATIONAL READINESS ASSESSMENT TESTING (GORAT)

H.18.1 Pre-Award GORAT

The Government, at its discretion, may require pre-award testing, upon identification of the apparent awardee, for any subsequently issued task orders. Task order award may be contingent upon successful completion of capability and performance demonstrations and pre-award testing, which may include, but is not limited to demonstration in the following objective areas: Performance, usability, flexibility and extensibility of the solution. However, the scope and time frame of the pre-award GORAT will be as specified in the task order.

H.18.2 POST-Award GORAT

Upon award of a task order issued under this IDIQ contract, the Government reserves the right to conduct a post-award GORAT and will be specified within the individual task order(s). The Government and Contractor will cooperate to complete initial GORAT Testing. The scope and time frame of the post-award GORAT will be as specified in the task order.

H.19 FAIR OPPORTUNITY ORDERING

H.19.1 General

Individual orders will describe services to be performed or supplies to be delivered so that the full price for the performance of the work can be established when the order is placed. Orders will be within the scope of the contract, will be issued within the period of performance, will be within the maximum value of the contract, and will follow the fair opportunity process as described below. However, the Government reserves the right to set aside individual task orders under this contract for small businesses, or to include an evaluation preference for small businesses on individual task orders, provided there is a reasonable expectation of receiving responses from sufficient small business sources to ensure adequate competition in terms of fair and reasonable price, technical quality, and/or delivery. In accordance with FAR 16.505(b)(6), to ensure all contractors are afforded a fair opportunity to be considered for award, consistent with procedures in the contract the Competition Advocate is designated as OMBUDSMAN.

Orders may be issued any time during the term of the contract or any extension. All orders issued before the end of the contract term shall be honored and performed by the contractor, following the terms and conditions of the contract. All orders are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the contract shall prevail.

H.19.2 Fair Opportunity Process

The following fair opportunity process will be utilized in placing orders against this contract in order to provide all contractors, within their technical service lines(s), a fair opportunity to be considered for an order.

The fair opportunity process described in the Federal Acquisition Regulation (FAR) 16.505(b) and the Draft Order Guide, see Section J, Attachment 45, applies to this contract. The Government will provide a fair opportunity to all awardees within the applicable Service Model, except as provided for in paragraph H.19.3, Exceptions to Fair Opportunity, of this section.

The Government reserves the right to modify this process, including the Draft Ordering Guide, and will notify the contractor of any such modifications in advance of any orders being placed using the modified process without additional cost to the Government. Additionally, the Government reserves the right to issue orders orally, by facsimile, or by any other electronic commerce methods.

H.19.3 Exceptions to Fair Opportunity

Orders may be issued without the fair opportunity process whenever circumstances warrant the exercise of any exception set forth in 41 United States Code (USC) §253j.

Certain Agencies may have additional requirements for use of an exception to the fair opportunity process. Under those circumstances, the Agency or an Agency conducting the fair opportunity process on behalf of another Agency must meet the Agency's additional requirements. Agencies will consider the following in conducting and documenting the fair opportunity order placement decision. These examples are provided only for illustrative purposes:

The following describes the possible exceptions and examples that an Agency may determine apply under this contract.

- Exception Provided for by 41 USC §253j
- Examples that Qualify as Exceptions
 - Unusual urgency that would lead to unacceptable delays
 - Natural disaster or other emergency
 - Military/mobilization
 - Immediate short-term need arising on short notice
 - Only one capable contractor
 - Only one contractor offers service
 - Only one contractor offers service to locations needed
 - Only one contractor can demonstrate it is capable of providing service as required by user or to required locations
 - Economy, efficiency, and logical follow-on to an order already issued under Fair Consideration
 - Orders placed to minimize inefficiencies or additional costs that would result from introducing multiple maintenance, operations, training, or other support systems
 - Need to satisfy Minimum Guarantees

H.19.4 Protests and Complaints

No protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under this contract, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract (10 U.S.C. 2304c(e) and 41 U.S.C. 253j(d)) and in accordance with FAR Subpart 16.505.

H.20 EARNED VALUE MANAGEMENT SYSTEM (July 2006)

- (a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

- (b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall—
- (1) Apply the current system to the contract; and
 - (2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.
- (c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.
- (1) Exercise of significant options; or
 - (2) Incorporation of major modifications.
- (d) The Contracting Officer may require an IBR at—
- (e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.
- (f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.
- (g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause:

All subcontractors as identified in the Contractor's proposal dated November 19, 2012, submitted in response to the Foundation Cloud Hosting Solicitation, D12PS00316, are hereby required to comply with the terms and conditions of this clause, unless otherwise agreed upon. This also applies to any subsequent task orders.

(End of clause)

H.21 CONTRACTOR'S PROPOSAL

The contractor's proposal dated November 19, 2012, is hereby incorporated into this contract by reference with the same force and effect as if included in full text. Any conflict between and terms and conditions of this contract and the contractor's proposal, shall be resolved by giving precedence to the terms and conditions contain in this contract.

SECTION I - CONTRACT CLAUSES**I.1 FAR 52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

FAR Clauses: <http://www.acquisition.gov/comp/far/loadmainre.html> and DIAR Clauses: <http://farsite.hill.af.mil/vfdiara.htm>

<u>Clause</u>	<u>Title</u>	<u>Date</u>
52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Convenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	SEPT 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Recycled Paper	MAY 2011
52.204-7	Central Contractor Registration	FEB 2012
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	AUG 2011
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications	OCT 2010
52.216-2	Economic Price Adjustment – Standard Supplies	JAN 1997
52.216-4	Economic Price Adjustment – Labor and Materials	JAN 1997
52.216-5	Price Redetermination – Prospective	OCT 1997
52.216-7	Allowable Cost and Payment	JUN 2011
52.217-2	Cancellation Under Multi-year Contracts	OCT 1997
52.219-4	Notice of Price Evaluation preference for HUBZone Small Business Concerns	JAN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	Small Business Subcontracting Plan ALT II – OCT 2001	JAN 2011
52.219-16	Liquidated Damages—Subcontracting Plan	JAN 1999
52.219-24	Small Disadvantaged Business Participation Program—Targets	OCT 2000

<u>Clause</u>	<u>Title</u>	<u>Date</u>
52.219-28	Post Award Small Business Program Representation	APR 2012
52.222-2	Payment for Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act— Overtime Compensation	JUL 2005
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEPT 2010
52.222-36	Affirmative Action for Workers with Disabilities	OCT 2010
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2010
52.222-38	Compliance with Veterans' Employment Reporting Requirements	SEP 2010
52.222-41	Service Contract Act of 1965	NOV 2007
52.222-43	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts)	SEP 2009
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran— Representation and Certification	NOV 2011
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data—General ALT II – DEC 2007 ALT III – DEC 2007	DEC 2007
52.227-16	Additional Data Rights Requirements	JUN 1987
52.227-17	Rights in Data—Special Works	DEC 2007
52.227-18	Rights in Data—Exiting Works	DEC 2007
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.228-7	Insurance—Liability to Third Persons	MAR 1996
52.229-3	Federal, State, and Local Taxes	APR 2003
52.232-1	Payments	APR 1984

<u>Clause</u>	<u>Title</u>	<u>Date</u>
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	FEB 2007
52.232-8	Discount for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability of Funds	APR 1984
52.232-19	Availability of Funds for the Next Fiscal Year Fill-in: TBD at Task Order Award	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer-- Central Contractor Registration	OCT 2003
52.233-1	Disputes--Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-3	Notice of Earned Value Management System - Post Award IBR	JUL 2006
52.234-4	Earned Value Management System.	JUL 2006
52.237-2	Protection of Government Buildings, Equipment and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes—Fixed Price	AUG 1987
52.243-3	Changes—Time-and-Materials or Labor-Hours	SEPT 2000
52.244-2	Subcontracts Fill-in: (d) TBD at Task Order Awards (j) TBD at Task Order Awards	OCT 2010
52.244-5	Competition in Subcontracting	DEC 1996
52.245-1	Government Property	APR 2012
52.246-25	Limitation of Liability—Services	FEB 1997
52.247-1	Commercial Bill of Lading Notations	FEB 2006
52.247-63	Preference for U.S. – Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. – Flag Commercial Vessels	FEB 2006
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination for Convenience of the Government (Fixed Price)	APR 2012
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.251-2	Interagency Fleet Management System Vehicles and Related Services	JAN 1991
52.253-1	Computer Generated Forms	JAN 1991
1452.224-1	Privacy Act Notification (Deviation)	JUL 1996

I.2 Department of the Interior Acquisition Regulation (DIAR)

The contract clauses set forth in the following paragraphs of the Department of the Interior Acquisition Regulation (DIAR) are incorporated in this contract with the same force and effect as though set forth herein in full text. The designated clauses are incorporated as they appear in the DIAR on the date of this contract, notwithstanding the date referenced.

<u>Clause</u>	<u>Title</u>	<u>Date</u>
1452.215-70	Examination of Records by the DOI	APR 1984
1452.228-70	Liability Insurance—DOI	JULY 1996

I.3 FAR 52.203-10 – PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (Jan 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be—

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or “fee floor” specified in the contract;

(3) For cost-plus-award-fee contracts—

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may—

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I.4 FAR 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

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

(b) The maximum amount for which the Government shall be liable if this contract is terminated is the negotiated settlement dollars.

(End of clause)

I.5 FAR 52.217-8 – OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within any time prior to expiration of the current period of performance.

(End of clause)

I.6 FAR 52.217-9 – OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within any time prior to the end of the current contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) calendar 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 ten (10) years.

(End of clause)

I.7 FAR 52.216-18 ORDERING (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the end of any current option or base period of this contract.

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

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

(End of clause)

I.8 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

- 1) Any order for a single item in excess of \$1,000,000,000;
- 2) Any order for a combination of items in excess of \$1,000,000,000; or
- 3) A series of orders from the same ordering office within one (1) day(s) that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.9 FAR 52.216-22 INDEFINITE QUANTITY (Oct 1995)

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

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

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

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

(End of clause)

I.10 FAR 52.252-6 – AUTHORIZED DEVIATION IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of the Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

I.11 DEPARTMENT OF THE INTERIOR ACQUISITION REGULATION (DIAR)

The contract clauses set forth as follows are the Department of the Interior Acquisition Regulation (DIAR) clause.

I.11.1 1452.203-70, Restriction on Endorsements—DOI (JUL 1996)

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

(End of clause)

I.11.2 1452.204-70, Release of Claims—DOI (JUL 1996)

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

(End of clause)

I.11.3 1452.215-71, Use and Disclosure of Proposal Information (APR 1984)

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

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

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

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

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

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

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

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

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of

the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

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

(End of provision)