

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 12/21/2015		2. CONTRACT NO. (If any) D13PC00024		6. SHIP TO:	
3. ORDER NO. D16PD00068		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE See Attached Schedule	
5. ISSUING OFFICE (Address correspondence to) Interior Business Center, AQD Division 1/ Branch 4 381 Elden St Suite 4000 Herndon VA 20170				b. STREET ADDRESS See Attached Schedule	
				c. CITY See Attached Schedule	e. ZIP CODE 80235
7. TO: ATTN GOVERNMENT POC				f. SHIP VIA	
a. NAME OF CONTRACTOR INTERNATIONAL BUSINESS MACHINES COR ORATION				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS .6710 ROCKLEDGE DR				REFERENCE YOUR:	
d. CITY BETHESDA				e. STATE MD	
				f. ZIP CODE 20817-1826	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE DOI ACQ SVCS DIRECTORATE	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					12. F.O.B. POINT Destination
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple	
				16. DISCOUNT TERMS PP30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The Contractor's technical quote dated 10/9/2015 and price quote dated 11/6/2015 are hereby incorporated into this task order. Any conflict between the terms and conditions of this task order and the Contractor's quote shall be resolved by Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME		Invoice Processing Platform System				\$1,307,388.89
b. STREET ADDRESS (or P.O. Box)		US Department of Treasury http://www.ipp.gov				\$1,307,388.89
c. CITY		d. STATE	e. ZIP CODE			

22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) James Stoltz TITLE: CONTRACTING/ORDERING OFFICER	
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SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 12/21/2015	CONTRACT NO. D13PC00024	ORDER NO. D16PD00068
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>giving precedence to the terms and conditions in this task order.</p> <p>This is a Firm Fixed Price (FFP) type task order.</p> <p>The total overall price of the base period of performance is \$1,307,388.89. The total overall value of this Task Order is \$2,699,063.44 (base and all options, if exercised).</p> <p>Admin Office: DOI, Interior Business Center, AQD Division 1/Branch 4 381 Elden St Suite 4000 Herndon VA 20170</p> <p>Accounting Info: Period of Performance: 12/21/2015 to 12/20/2016</p>					
00010	IVIS Upgrade				882,761.21	
00020	State State				31,719.68	
00030	Software				392,908.00	
	<p>The Government shall not be obligated to reimburse the Contractor for costs in excess of the current allotment, nor will the Contractor be obligated to continue performance and incur costs in excess of the amount allotted.</p> <p>All other terms and conditions applicable to IDIQ contract D13PC00024 are applicable to this task order and any/all subsequent modifications unless otherwise agreed upon. Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$1,307,388.89

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 12/21/2015	CONTRACT NO. D13PC00024	ORDER NO. D16PD00068
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The total amount of award: \$1,307,388.89. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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SECTION 1 - INTRODUCTION

This requirement is being issued by the Department of the Interior (DOI) Interior Business Center (IBC) Acquisition Services Directorate (AQD) on behalf of the Department of Interior, Office of Valuation Services (OVS).

AQD is entering into a Task Order (TO) through the IBC/AQD Foundation Cloud Hosting Services (FCHS) Indefinite Delivery Indefinite Quantity (IDIQ).

1.1 AWARD TYPE

This is a Firm-Fixed-Price (FFP) type Task Order (TO).

1.2 PERIOD OF PERFORMANCE AND VALUE

The total Task Order ceiling is \$2,699,063.44, as depicted in the table below:

DESCRIPTION	Base Period	Option Period One	Option Period Two	TOTAL
IVIS Upgrade	\$882,761.21			\$882,761.21
Steady State – Program Management	\$31,719.68	\$42,309.32	\$43,987.24	\$118,016.24
Software	\$392,908.00	\$630,617.34	\$674,760.65	\$1,698,285.99
Total	\$1,307,388.89	\$672,926.66	\$718,747.89	\$2,699,063.44

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SECTION 2 DESCRIPTION AND STATEMENT OF WORK

2.1 PROJECT SUMMARY

2.1.1 Project Background

The Department of Interior, Office of Valuation Services (OVS) has a current Salesforce environment (IVIS) that went into production on May 23, 2011. IVIS is a case management tracking and reporting system designed to replace a legacy system known at that time as ARRTS. Since deployment, IVIS has been continually enhanced through software modifications to address fixes and changes required to make the application function correctly and in line with the current structure of the OVS. The redesign of the IVIS Salesforce application and its transition to a FedRAMP Cloud compliant facility are required to address remaining limitations as currently configured.

2.2 SCOPE AND OBJECTIVES

2.2.1 Purpose

The Department of the Interior, Office of Valuation Services requires a robust, cloud-based case management tracking and reporting system to support its customers' needs. The purpose of this Statement of Work (SOW) is to provide a task order that OVS can use to acquire Salesforce cloud-based licenses, professional services, and support.

2.2.2 Objectives

The objective of this acquisition is to provide a fast, secure, and cost-effective means for OVS to move their current install of Salesforce to a new environment with minimal customization required. The solution must meet FIPS 140.2 certification and all federal regulations surrounding 508 compliance.

2.2.3 Scope

This project covers the Department of the Interior, Office of Valuation Services' Salesforce needs under the OCIO's IT Transformation initiative. The Contractor shall work with the Contracting Officer's Representative (COR), and assigned Departmental Program Manager to implement, configure, train and support the Salesforce platform as identified by OVS requirements.

2.3 GENERAL REQUIREMENTS

Cloud computing services shall include the following general requirements:

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2.3.1 SOFTWARE LICENSES

OVS is purchasing Salesforce.com licenses, storage capacities, and support services based on the requirements listed below. Salesforce licenses procured under this task order shall be “licensed” to OVS and not the contractor.

A. Estimated Total Concurrent Users within Requested Salesforce Environments and Support

1. Salesforce Service Cloud Enterprise Edition licenses (Production) – 100 users for base and all option years through FY2022.
2. Sandbox (Development) – a full copy for base and all option years through FY2022.
3. Salesforce Premier Success Plan (Support) – Service Cloud
4. 500 Customer Portal Users, or equivalent bandwidth using Customer Community logins.
 - a. The government requests vendors to provide separate pricing for the 500 Customer Portal User licenses or equivalent.

B. Storage Needs

1. File Storage – 211 GB (2 GB per user + 11GB organization – (100 X 2) + 11) for both Production and Sandbox environments.
2. Data Storage – 1 GB for the organization

The above storage needs specifications are drawn from Salesforce online documentation found at https://help.salesforce.com/HTViewHelpDoc?id=limits_storage_allocation.htm.

2.4 SOFTWARE REQUIREMENTS (SAAS)

2.4.1 Functional Software Requirements

2.4.1.1 Functionality Specific to Application

Terms: The term, “**Configure**” refers the user or administrator ability (based on assigned rights) to configure the software in order to perform functions or obtain information contained in the database. The term, “**Develop**” refers to the implementation and creation of user screens, workflows, and business process management functions as part of the overall total solution environment. The term “**Operate**” refers to the software's performance and/or operating within a described IT environment.

The following **SALESFORCE** functionalities are required:

- The ability to configure and run ad-hoc reports;
- The ability to configure users, groups and pages with provided level access rights;

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- The ability to configure security for assigned user and group roles;
- The ability to configure field level access, user interactions and workflow;
- The ability to configure the export and import data, and files including common document formats such as compressed and uncompressed, Microsoft, geospatial and other popular formats;
- The ability to configure user interface screens, forms, and user elements without the use or need of custom code;
- The ability to develop interactive workflow containing, escalation, timing, multi-routing, HTML action, multi-tier and other related business process management functions;
- The ability to configure process modeling and process workflow;
- The ability to configure sectional form screen control;
- The ability to configure interface form version control;
- The ability to configure dashboards based on data, transaction, trends, and other processes associated with the business function;
- The ability to configure the export of data in XML and XMLT tagged format;
- The ability to configure views and settings related to esthetics as defined;
- The ability to configure multi select fields;
- The ability to configure remote field lookup;
- The ability to configure multiple sub-field lookups;
- The ability to produce reports in full readable PDF, DOC, DOCX, Version 8.x or higher;
- The ability to operate with Internet Explorer (IE), FireFox, Opera, Safari, Chrome within two versions of the prevailing version at time of award [no requirements for ActiveX, Java Applets, and or Flash];
- The ability to operate with Windows, MAC including iPad, Blackberry and Android OS, dependent on Department mobility capabilities, [understanding policies and guidelines];
- The ability to operate using electronic signatures based on Active Directory credentials;
- The ability to develop forms in full HTML5;
- The ability to develop online help (context sensitive);
- The ability to develop tables, fields and other architectural elements;

2.4.1.2 Application Configuration and Administration (Including User Administration)

The Salesforce application must have authentication-protected full administrative rights account to manage all aspects of the application.

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2.4.2 Non-Functional Software Requirements

2.4.2.1 Professional Services – Design and Reconfiguration

The Contractor shall work with the COR, and Program Manager in the overall design, definition and development of the new solution framework, and associated processes. The Program Manager shall assist the Contractor in the coordination and definition of the existing salesforce migration to include overall business processes, reporting, dashboards, auditing and other essential operational components.

As part of the redesign and configuration of a new Salesforce environment the Contractor shall prepare two reports, one documenting current design, layout, configuration, and structure; the other a proposal for a new design and workflow.

“As Is” Report

The Contractor shall perform a complete end-to-end “as-is” analysis of the existing production Salesforce environment, and provide the COR and PM an “as is” Report detailing the overall current design, layout, configuration, and structure.

The “as is” Report shall detail anomalies, risks or areas of concern, as well as a recommended path forward to complete the migration outlining components that are recommended and those which would not be needed in the “to be” solution.

The “as is” Report shall not be more than 20 pages (excluding cover and table of content) single spaced, using font Times New Roman, Calibri or Tahoma size “11.

The “as is” Report shall be developed using the Departments Google Apps for Government environment.

The “as is” Report shall include a timeline for extracting or exporting the “as is” data including any reusable workflows, reports and other identified components.

The “as is” Report shall include and identified risks, challenges any other information which could impact the overall solution.

The “as is” Report shall include an appendix outside that of the 20 pages detailing the number of “as is” records, data elements, tables, maps, workflows, screens, and user accounts as associated with each system element and/or the overall system as a whole;

The “as is” Report will further support the design for the proposed solution.

The “as is” Report will be the sole property of the Department and may not be used or distributed without prior written consent from the CO and PM.

“To Be” Report

The Contractor shall develop a “to be” Report which details the proposed design to the “to be” solution. The “to be” Report will clearly articulate the journey of the user, and administrator

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and shall describe or illustrate input/output screens, reports, workflow, color and layout schema, security, mobility, management and overall general usage.

The “to be” Report shall not be more than 25 pages (excluding cover and table of content) single spaced, using font Times New Roman, Calibri or Tahoma size “11.

The “to be” Report shall be developed using the Departments Google Apps for Government.

The Contractor shall work on the “to be” report in cooperation with the PM using an agreed upon format.

OVS utilizes a customer portal in its current Salesforce environment. That customer portal feature has been deprecated in the latest version of Salesforce, but OVS has been “grandfathered” and would be allowed to keep it in any new configuration. However, OVS is open to an analysis of any new functionality in Salesforce and requests that the “to be” report include a comparison of the available options, with the intent to migrate the current OVS customer portal away from custom coding to an “off the shelf – plug and play” configuration. OVS reserves the right to make the final decision on adoption of any alternative to the current customer portal. The Task Order shall provide a solution to include on-going Operations & Maintenance over the entire task order period of performance (base and all option periods).

2.4.2.2 Training

The Government requires from 2-5 personnel to be trained as application administrators in the new Salesforce design. Training can be online or classroom instruction. Contractor will provide all documentation necessary to facilitate the training. All documentation will become the property of the Government.

2.4.2.3 Data Migration

The Government requires all data in the current system to be migrated intact to the new Salesforce environment (minus any data jointly agreed to be stale or unneeded).

Government requires the Contractor to prepare and brief a migration plan to the Government prior to any data migration. Plan will address migration methodology, timing, downtime, risks, etc. Government must fully approve the plan in order to move forward.

2.4.2.4 Hosting Requirements – Specific Environments

The specific hosting environments will be documented in each use case.

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2.5 SECURITY REQUIREMENTS

2.5.1 Technical Security Requirements

2.5.1.1 Trusted Internet Connection (TIC) 2.0

TIC compliance will be achieved by either Virtual Private Network (VPN) or direct connect circuit to the Cloud Service Provider premises.

2.5.1.2 Security Classification

Salesforce may contain data rated as **FISMA Moderate** according to its FIPS199 classification.

2.5.1.3 FISMA Compliance

At all times, the Vendor shall comply with the FISMA and OMB Circular A-130 to the extent applicable.

The Vendor shall agree to assist the Government in its compliance with the requirements set forth in FISMA, by successfully completing the A&A provided for in FISMA for all computer systems provided by the Prime Vendor.

The Vendor shall complete the A&A process on or before providing Service Ready Notice.

If during the term of this task order there are changes to the data protection and privacy laws and regulations, including FISMA, or if there are new US Federal Government requirements applicable to the Government, the Vendor and the Government will address these changes in a mutually agreed upon Change Management Process.

2.5.1.4 Government Private Cloud

The Vendor shall host the IVIS application in the Salesforce.com Government Community Cloud.

2.5.1.5 Security Controls

The Vendor, in conjunction with the Cloud Service Provider, shall, with the knowledge and concurrence of the Government system owner, be responsible for IT security for all non-government-owned systems used in the development of and systems intended for eventual delivery to the Department in fulfillment of task order requirements. This includes hardware, software, databases, networks, and telecommunications systems.

The Vendor will be required to ensure compliance with the security control requirements of the current version of NIST SP 800-53 (even if it is in draft) or Federal Information Processing Standard (FIPS) 200 that are appropriate to the sensitivity and criticality of the data or system. FIPS 199 and the NIST 800-60 will be used to determine sensitivity and criticality.

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2.5.1.6 System Security Requirements

The Cloud hosting environment must meet or exceed all security requirements identified in the FCHS Contract vehicle for a FISMA Moderate system.

2.5.2 Non-Technical Security Requirements

2.5.2.1 Security Assessment & Authorization (A&A)

The Vendor Solution above the FedRAMP boundary must undergo FISMA Compliant Security Assessment and Authorization (A&A) prior to going into production and undergo Continuous Monitoring as described in the next section.

The Vendor will work with customer to define a clearly demarcated security authorization boundary for the application and supporting system.

The Vendor will provide supporting documentation as necessary in support of the A&A process.

The Vendor shall provide access to the Federal Government, or their designee acting as their agent, when requested, in order to verify compliance with the requirements for an Information Technology security program.

The Government reserves the right to conduct on-site inspections. The Vendor shall make appropriate personnel available for interviews and provide all necessary documentation during this review.

The Designated Approving Authority for the system will be the official identified in DOI Secretarial Order No. 3255.

2.5.2.2 Continuous Monitoring

The Vendor is required to conduct continuous monitoring of the information system in a manner that enables enterprise-wide visibility into the security posture and effectiveness of controls across the system. The Vendor is required to monitor the security state of the information system on an ongoing basis with a frequency sufficient to enable the DOI AO to make ongoing risk-based decisions on whether to continue to utilize the system. DOI will accept the Continuous Monitoring reports produced for their system accreditation as long as the contractor is scanning on a monthly basis.

(a) Continuous Monitoring Plan

The Vendor Provider shall submit a continuous monitoring plan that supports the DOI AO's ongoing authorization process. The plan must conform to the NIST SP 800-137 and be formally approved by the DOI AO. The Vendor shall submit monthly continuous monitoring reports to the applicable Government System Owner and Authorizing Official.

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(b) Scans

All systems must be scanned monthly with a vulnerability analysis tool that is acceptable to OVS. All “safe” or “non-destructive” checks must be turned on.

(c) Scan Reporting

An electronic copy of each report and session data will be provide to the OVS COR and Information Systems Security Officer (ISSO).

(d) Additional Scans

The government will reserve the right to conduct unannounced and prearranged independent vulnerability scans using Government personnel or another contactor.

(e) Weakness Resolution

The Vendor shall take appropriate and timely action to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

(f) Audit Logging

The Vendor must comply with audit logging standards per DOI policy. The audit records must contain sufficient information to, at a minimum, establish what type of event occurred, when (date and time) the event occurred, where the event occurred, the source of the event, the outcome (success or failure) of the event, and the identity of any user/subject associated with the event.

(g) System Management

The Vendor must provide the following in alignment with DOI’s continuous monitoring strategy:

- Patch management
- Antivirus
- Malware detection
- Event management
- Configuration management
- License management
- Incident management

(h) Security Testing

The Vendor/application will undergo annual security testing in alignment with DOIs Continuous Monitoring Program.

2.5.2.3 Security Incident Reporting

Upon becoming aware of any unlawful access to any Government Data stored on Vendor equipment or in Vendor facilities, or unauthorized access to such facilities or equipment resulting

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in loss, disclosure or alteration of any Government Data (each, a "Security Incident"), Vendor as applicable will perform the following:

1. Immediately notify the CO, ISSO and COR via email with details of the Security Incident (Security Incident Report);
2. Investigate the Security Incident and provide the Government with detailed information about the Security Incident;
3. Take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

2.5.2.4 Security Authorization Boundary

The Vendor will work with the government to ensure all aspects of the project meet the FISMA security requirements including but not limited to determining the system security authorization boundary (to be illustrated in the Vendor-provided architectural diagram) and providing support to receive the Authorization to Operate (ATO) for the system.

2.5.2.5 Contingency Plan

The Vendor will submit a contingency plan in accordance with NIST SP 800-34 and DOI Contingency Plan Guide.

Quotes must include either the complete publications or a reference to public facilities, such as a website of office, where they may be accessed.

The plan must be approved by the COR. A copy of the annual test results will be provided to the COR and ISSO.

2.6 RECORDS MANAGEMENT

The owner of the data, along with the codes and regulations in the following sections, provide direction regarding the records that need to be managed.

2.6.1 Compliance

The Vendor shall ensure compliance with Federal records in accordance with all applicable records management laws and regulations, including but not limited to, the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33); Code of Federal Regulations (36 CFR Chapter XII Subchapter B; 36 CFR 1220-1236); National Archives and Records Administration Bulletin, direction and guidance; and Departmental policy.

The Vendor shall coordinate with the appropriate Departmental and Bureau Records Management Offices to ensure the identification, storage, retrieval, preservation, access and disposition of records solely using the Department's Email, Enterprise Records and Document Management System (eERDMS). Any exceptions to using this system must be expressly presented by the Vendor in writing to the Departmental and Bureau Records Management Offices and must receive an express Departmental Records Management Office written approval

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for the initial variance. Thereafter, each major or minor variance must be expressly presented in writing to Departmental and Bureau Records Management Office and must also receive written Departmental Records management Office written approval. Batch exports may be acceptable as coordinated and agreed to be the COR, Program Manager and eERDMS POC.

2.6.2 Records Management System

The official record keeping system for the Department is eERDMS and eERDMS operates on an OpenText platform providing cross-system integration through the use of service-oriented architecture (SOA) and Web Services [Ref: <http://connectivity.opentext.com/products/soa-and-web-services.aspx>].

2.6.3 Records Management Lifespan

The Vendor shall support records management functions through the life of the project, unless otherwise expressly noted in writing from the Departmental Records Management Office.

2.7 RESPONSIBILITIES

The Salesforce provider delivers data center infrastructure, network, server, database, and storage management, along with infrastructure services such as monitoring and alerting. The expected delineation of responsibilities between the Government and Contractor is described in the following sub-sections.

2.7.1 Delineation of Responsibilities

The expected delineation of responsibilities is shown in the table below. The Salesforce provider delivers data center infrastructure, network, server, database, and storage management along with infrastructure services, such as monitoring and alerting.

Government	Contractor/Hosting Provider
<ul style="list-style-type: none"> • Domain Name System (DNS) management, if required. • Security compliance and Information Assurance (IA) above the FedRamp Authorization and underlying infrastructure 	<ul style="list-style-type: none"> • Core infrastructure services (DHCP, NTP, monitoring) • Server management and hardware administration (physical and virtual) • Storage management (NAS and SAN) • Non-Government network services (routers, switches, firewalls, load balancing) • Facilities (power, cooling, floor space, etc.) • Physical access controls • Backups and snapshot imaging (where indicated) • Security compliance and Information Assurance of underlying platform infrastructure

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SECTION 3 GENERAL TASK ORDER TERMS AND CONDITIONS

In addition to the terms and conditions contained herein the Foundation Cloud Hosting Services Indefinite-Delivery-Indefinite-Quantity task order terms and conditions apply to this task order.

3.1 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The following clauses are hereby incorporated by reference. The full text version can be found at <https://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil>.

- FAR 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
- FAR 52.224-1 Privacy Act Notification (APR 1984)
- FAR 52.239-1 Privacy or Security Safeguards (AUG 1996)

3.2 DIAR 1452.5203-70 RESTRICTION ON ENDORSEMENTS – DEPARTMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to task orders 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.

3.3 DIAR 1452.204-70 RELEASE OF CLAIMS – DEPARTMENT OF THE INTERIOR (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 task order. 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)

3.4 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 task order. 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 15 days.

(End of clause)

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**3.5 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 2000)**

- (a) The Government may extend the term of this task order by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend prior to the expiration of the current period of performance. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended task order shall be considered to include this option clause.
- (c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed 8 years.

(End of clause)

3.6 FAR 52.233-1 SERVICE PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer, Mr. Rob Stoltz Moreno, by obtaining written and dated acknowledgment of receipt from Ms. Rob Stoltz.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

3.7 HSPD-12 PERSONNEL SECURITY CLEARANCES

Acquired services shall comply with the following regulations and requirements:

- (a) Homeland Security Presidential Directive-12 requires that all federal entities ensure that all contractors have current and approved security background investigations that are equivalent to investigations performed on federal employees. The Contractor shall comply with DOI policy relating to HSPD-12. Background investigations will be performed by the Office of Personnel Management (OPM) (See DIAPR 2010-04, Implementation of Homeland Security Presidential Directive-12 (HSPD-12) Part 2, DOI Access Program Implementation at <http://www.doi.gov/pam/DIAPR%202010-04.pdf>).

DOI separates the risk levels for personnel working on federal computer systems into three categories: Low Risk, Moderate Risk, and High Risk. The level/complexity of background investigations must be the same as for a Federal employee holding a similar position. Criteria for determining which risk level a particular task order employee falls into are shown in Illustration 1 of DOI's Departmental Manual (DM) 441, Chapter 3 (available at: http://elips.doi.gov/app_dm/act_getfiles.cfm?relnum=3860). The DM Chapter provides guidance for the appropriate background investigations based on types of access. The Contractor shall ensure that only appropriately cleared personnel are assigned to positions that meet these criteria.

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Those task order personnel determined to be in a Low Risk position will require a National Agency Check with Written Inquiries (NACI) or equivalent investigation.

Those Applicants determined to be in a Moderate Risk position will require either a Limited Background Investigation (LBI) or a Minimum Background Investigation (MBI) based on the Contracting Officer's (CO) determination. Those Applicants determined to be in a High Risk position will require a Background Investigation (BI). The Contracting Officer, through the Contracting Officer's Technical Representative or Program Manager will ensure that a completed Contractor Information Worksheet (CIW) for each Applicant is forwarded to the Federal Protective Service (FPS) in accordance with the DOI//FPS Contractor Suitability and Adjudication Program Implementation Plan dated 20 February 2007. FPS will then contact each Applicant with instructions for completing required forms and releases for the particular type of personnel investigation requested.

Applicants will not be reinvestigated if a prior favorable adjudication is on file with FPS or DOI, there has been no break in service, and the position is identified at the same or lower risk level.

After the required background investigations have been initiated, the Contractor may request authorization for employees whose investigations are pending to access systems supporting DOI email and collaboration applications. The DOI Chief Information Officer may grant this authorization based on determination of risk to the government and operational need for the support of these applications.

Contractor shall comply and cause Provider to agree to comply with the United States Government and the DOI regulations as outlined in DM441, Chapter 3, in reference to background checks, position risk and sensitivity. The Provider is responsible for maintaining an up to date list of all personnel that have access to DOI data. This list shall be provided by the service provider at any time during the life of the task order when requested by the CO or COR via email. The vendor shall provide the list within three business days of the request.

3.8 FAR 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALLY AGREEMENTS (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

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

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(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

3.9 NON-DISCLOSURE AGREEMENTS

The Contractor shall require each employee that interfaces with the DOI cloud services data, its management, hosting, and delivery to sign non-disclosure agreements prior to beginning work on the DOI task order. Standard non-disclosure statements shall be provided as required for system administration personnel who may have access to government data in the course of their duties.

3.10 DATA OWNERSHIP

(a) All data is and shall remain the exclusive property of the government. The scope and pricing of the agreement must ensure that the government may have access and download capability of all data for research, investigation, transfer, or migration to other systems in a readable format.

The Contractor shall provide notice immediately of any third-party request for DOI data and the request cannot be serviced without DOI's prior approval.

3.11 SENSITIVE AND EMBARGOED DATA

In accordance with the Federal Acquisitions Regulations (FAR) clause 52.239-1 in meeting the scope and requirements contained herein, the Contractor shall:

- (a) Protect the confidentiality of information by adhering to safeguard principles, including:
1. emphasizing to their officers, employees, contractors, and agents the importance of protecting the confidentiality of information in cases where the identity of respondents can reasonably be inferred by either direct or indirect means;
 2. training their officers, employees, contractors, and agents in their legal obligations to protect the confidentiality of respondent identifiable information, and in the procedures that must be followed to provide access to such information;
 3. implementing appropriate measures to assure the physical and electronic security of confidential data;
 4. establishing a system of records that identifies individuals accessing confidential data and the project for which the data was required;

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5. being prepared to document their compliance with safeguard principles to other agencies authorized by law to monitor such compliance;
6. not publishing or disclosing in any manner, without the Contracting Officer's written consent, the details of any safeguards used by the Offeror under the resulting task order or otherwise provided by or for the government.

3.12 PROGRAM MANAGEMENT

The contractor shall assign a project manager to be the single point of contact for this effort. The project manager shall communicate performance and effect coordination through the government COR. The project manager shall ensure proper communication and timely delivery of services and work products.

3.13 GOVERNMENT FURNISHED EQUIPMENT REPLACEMENT

The contractor must submit requests for replacement of government-furnished equipment to the COR for processing. Such requests must specify the reason for the replacement request.

3.14 GOVERNMENT FURNISHED EQUIPMENT INVENTORY

An inventory of government-furnished equipment must be completed no later than 5 work days after start of this effort and no later than 5 work days before completion of this effort. The contractor and the COR or other government representative must jointly determine the working order and condition of all equipment and document their findings on the inventory.

3.15 PERIOD OF PERFORMANCE

The period of performance for this effort is date of award for a period of twenty-four (24) months thereafter, hereto referred to as the Base Period. This effort includes two (2) option periods for a period of thirty-six (36 months) each, which may be unilaterally exercised by the Government, as identified below. Each option period shall not exceed 36 months in duration, unless mutually agreed upon and a formal modification issued. Exercising of any of the option periods is contingent upon the contractor having a current IDIQ task order at the time the option is exercised. All terms and conditions applicable to the base period shall extend to the options unless otherwise agreed upon. The option periods are subject to the availability of funds. The Government shall not be obligated to reimburse the Contractor for costs in excess of the amount allotted, nor will the Contractor be obligated to continue performance and incur costs in excess of the amount allotted.

Base Period: December 21, 2015 through December 20, 2017
Option Period 1: December 21, 2017 through December 20, 2020
Option Period 2: December 21, 2020 through December 20, 2023

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3.16 PLACE OF PERFORMANCE

Services will be provided at the customer and contractor locations as appropriate.

3.17 GOVERNMENT HOLIDAYS AND SCHEDULING

The following Government holidays are normally observed by Government personnel: New Year's Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), George Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other 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.

No work shall be performed by Contractor personnel on Government facilities on Federal holidays or other non-work days without prior written approval of the COR. Work performed on holidays, weekends or other non-work days shall be billable at firm-fixed-price rates identified within this task order unless otherwise agreed upon.

There are certain types of irregularly occurring circumstances that prompt the Government to close its offices where Contractor personnel are working, either on a national or local basis (i.e., bomb threats, inclement weather, power outages, death of a national figure, or funding lapses). Contractor staff shall not work if the Government is closed, unless otherwise authorized by a fully executed Task Order or the Contracting Officer. Non-work due to the Government closing its facility(ies) is not an expense directly reimbursable to the Contractor. However, in those rare instances when the Government operations are curtailed for the balance of a workday that has already commenced, the Contractor may bill for the balance of the scheduled workday with the written acknowledgment of the COR and final approval of the Contracting Officer.

3.18 EMERGENCY OR SPECIAL EVENT SERVICES

Occasionally, the contractor may be required to perform and/or provide services outside the normal hours of duty. These occasions will be infrequent and require services be performed after normal working hours in the evening and/or weekends (Saturday and Sunday). The COR and the contractor will mutually agree upon any/all deviations to the schedule.

3.19 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.

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3.20 SECTION 508 COMPLIANCE REQUIREMENTS AND ACCESSIBILITY

Section 508 of the Rehabilitation Act of 1973, as amended, 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.

All electronic and information technology procured through this task order must meet the applicable accessibility standards at 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/>.

The following standards have been determined to be applicable to this task order:

- 1194.21. Software applications and operating systems
- 1194.22. Web-based intranet and Internet information and applications
- 1194.23. Telecommunications Products
- 1194.24. Video and multimedia products
- 1194.31. Functional performance criteria
- 1194.41. Information, documentation, and support

DOI is required by Section 508 of the Rehabilitation Act of 1973, as amended to offer access to electronic and information technology for disabled individuals within its employment, and for disabled members of the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities. Standards for complying with this law are prescribed by the Architectural and Transportation Barriers Compliance Board ("The Access Board").

In the event of a dispute between the Contractor and DOI, DOI's assessment of the Section 508 compliance will control and the Contractor will make any additional changes needed to conform with DOI's assessment, at no additional charge to DOI.

3.21 STANDARDS OF CONDUCT

The contractor will be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The contractor is also responsible for ensuring that its employees and those of its subcontractor(s) do not disturb papers on desks, open desk drawers or cabinets, use Government telephones, except as authorized, or otherwise jeopardize the security and the privacy of Government employees, its clientele, and the contents and property of the federal building(s) in which the task order work is performed. Each employee or supervisor of the contractor is expected to adhere to standards of behavior that reflect credit on themselves, their employer, and the Federal Government.

The contractor will be responsible for taking such disciplinary action, including suspension without pay or removal from the worksite, with respect to its employees, as may be necessary to enforce those standards.

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Where applicable, the requirements of this clause must be expressly incorporated into subcontract(s) and must be applicable to all subcontractor employees who may perform recurring services or work at the federal building and grounds of this task order.

The Government retains the right to permanently remove any employee of the contractor from performing duties assigned under this task order at the federal building should the employee's performance so warrant. The Government will request the contractor to immediately remove any employee of the contractor from the federal building/work-site should it be determined by the Contracting Officer that the individual employee of the contractor is "unsuitable" for security reasons or for otherwise being found to be unfit for performing his assigned duty at a federal building. The following areas (not all-inclusive) are considered justification for requesting the contractor to immediately remove an employee from a federal building/work site:

- Neglect of assigned duty and refusing to render assistance or cooperate in upholding the integrity of the security programs at the worksite;
 - Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
 - Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting; participation in disruptive activities which interfere with the normal and efficient operations of the Government;
 - Theft, vandalism, immoral conduct, or any other criminal actions;
 - Selling, consuming, or being under the influence of intoxicants, drugs, or controlled substances which produce similar effects;
 - Improper use of official authority or credentials, as a supervisor or employee of the contractor;
 - Violation of agency and Contractor security procedures and regulations; and
 - Violation of the rules and regulations governing federal public buildings and grounds, set forth in 41 CFR Subpart 101-20.3 *Conduct on Federal Property*.

Following a recommendation from an agency program official or security officer, the Contracting Officer will make all determinations regarding the removal of any employee of the contractor from and denial/termination of clearance and access to the federal building worksite for non-performance, misconduct, or failure to abide by all laws and regulations. The Contracting Officer will verbally inform the contractor about the employee, followed by a written confirmation or determination. Specific reasons for the removal of an employee will be provided to the contractor in writing. In the event of a dispute, the Contracting Officer will make a final determination.

Upon a determination of the Government that an employee of the contractor be removed from or denied access to a federal building worksite, the employee's clearance and access to the federal building must be immediately revoked or otherwise terminated. Furthermore, if applicable, the building pass and/or other access device(s) previously given to the employee must be immediately surrendered, returned, or delivered to the security officer of the federal building.

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3.22 COOPERATION WITH OTHER ON-SITE CONTRACTORS

When the Government undertakes or awards other task orders or contracts for additional work at the facilities, the contractor must: (1) fully cooperate with the other Contractors and Government employees, and (2) carefully fit its own work to such other additional contracted work as may be directed by the COR. The contractor must not commit or permit any act that will interfere with the performance of work awarded to another Contractor or with the performance of other Government employees.

In any case where, in the course of fulfilling the task order requirements, the contractor disturbs any work guaranteed under another separate task order, the contractor must restore such disturbed work to a condition satisfactory to the COR and guarantee such restored work to the same extent as it was guaranteed under the other task order.

3.23 RELEASE OF NEWS INFORMATION

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this effort or any phase of any program hereunder shall be made without the prior written approval of the Contracting Officer.

3.24 RELEASE OF REPORTS

The Contractor is prohibited from releasing to any source, other than the sponsoring activity any interim, draft and final reports or information pertaining to services performed under this task order until report approval or official review has been obtained. Furthermore, the contractor shall insure that the cover of all interim, draft and final reports contain the following statement: "The view, opinions, and/or findings contained in the report are those of the author(s) and should not be construed as an official Government position, policy or decision, unless so designated by other documentation."

3.25 DISSEMINATION OF INFORMATION

There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this task order or contained in the reports to be furnished pursuant to this effort without prior written approval from the Contracting Officer.

3.26 DISCLOSURE OF INFORMATION

The contractor will maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of personnel information. The contractor will provide personnel information only to employees, contractors, and subcontractors having a need to know such information in the performance of their duties for this project.

Information made available to the contractor by the Government for the performance of administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

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The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

3.27 LIMITED USE OF DATA

Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval of the Contracting Officer. The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.

All non-proprietary data received, processed, evaluated, loaded, and/or created as a result of this task order will remain the sole property of the Government unless specific exception is granted by the Contracting Officer.

3.27.1 Security Policies and Procedures

- (a) All the contractor personnel shall be subject to DOI security policies and procedures for access to facilities and parking.
- (b) All the contractor personnel requiring access to the Internet from DOI facilities shall comply with the DOI security process, policies, and procedures.
- (c) All the contractor employees **must** comply with DOI's IT Security policies.
- (d) Prior to start of the project, all contractor personnel working on this project must have completed the DOI IT Security User Awareness Training (this is an on-line training program). The contractor shall certify in writing and provide copies of the certificates, to the COR, that its employees, in performance of this task order, have completed the training. For any personnel commencing performance after award, the contractor shall identify those personnel who will require the training, to the COR, and provide written notification and the certificates of completion.
- (e) IT security requirements for unclassified information technology resources are applicable to all or any part of this task order that includes information technology resources or services in which the contractor must have physical or electronic access to DOI's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation,

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maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

Deliverable: DOI IT Security User Awareness Training Verification Certificates

3.27.2 Physical Security

The contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of normal duty hours and/or after normal duty hours, all government facilities, equipment and materials must be secured.

3.28 CONTRACTOR PERSONNEL

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.

3.29 CONTRACTOR EMPLOYEES

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

3.30 NOTICE REGARDING LATE DELIVERY/DELAYED PERFORMANCE

The contractor will immediately notify the Contracting Officer in writing in the event the contractor encounters difficulty in performance by giving pertinent details, including the date by which it expects to complete performance or make delivery. However, the notification will be informal only in character and will not be construed as a waiver by the Government of any contractual delivery schedule or date, or any rights or remedies provided by law or under this effort.

3.31 PROHIBITION AGAINST SOLICITING AND PERFORMING PERSONAL SERVICES

(a) The performance of personal services under this task order is strictly prohibited.

Personal service contracting is described in Section 37.104 of the Federal Acquisition Regulations (FAR). There are a number of factors, when taken individually or collectively, which may constitute personal services. Each task order arrangement must be judged in light of its own facts and circumstances, but the question relative to personal services is: Will the Government exercise relatively continuous supervision and control over the contractor personnel performing this task order.

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The government and the Contractor understand and agree that the support services to be delivered under this task order are non-personal services in nature that is no employer-employee relationships exist or will exist under the task order between the government and the contractor or between the Government and the contractor's employees.

Contractor personnel under this task order shall not:

1. Be placed in a position where they are appointed or employed by a Federal employee, or are under the supervision, direction, or evaluation of a Federal employee.
2. Be placed in a Federal staff or policy making position.
3. Be placed in a position of supervision, direction, or evaluation over DOI personnel, or personnel of other contractors, or become a part of a government organization.

Employee Relationship. The services to be performed under this task order do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the government. Rules, regulations, direction, and requirements which are issued by DOI management under their responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services task order. The Contractor shall immediately advise the Contracting Officer if the contractor or its employees are directed by any Government employee to perform work that the Contractor believes constitutes personal services.

3.32 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The Contractor warrants that, to the best of its knowledge and belief, it does not have any organizational conflict of interest as defined below.

The term "organizational conflict of interest" means a situation where a Contractor has interests, either due to its other activities or its relationships with DOI, which place it in a position that may be unsatisfactory or unfavorable from the Government's standpoint in being able to secure an impartial, technically sound, objective review and recommendations.

The Contractor agrees that if, after task order award, it discovers an organizational conflict of interest with respect to this contract, the Contractor shall make an immediate and full disclosure in writing to the Administrative Contracting Officer that shall include a description of the action that the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. DOI may, however, terminate this task order for the convenience of the Government if termination is in the best interest of the Government.

If the Contractor was aware of organizational conflict of interest before task order award and intentionally did not disclose the conflict to the Administrative Contracting Officer, DOI may terminate this task order at no cost to the Government.

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3.33 ADMINISTRATIVE CONSIDERATIONS

3.33.1 Point of Contact

U.S Department of the Interior
Interior Business Center
Acquisition Services Directorate
Attn: Robert Stoltz, Contracting Officer
Email: Rob_Stoltz@ibc.doi.gov
Phone: 703-964-3624

U.S Department of the Interior
Interior Business Center
Acquisition Services Directorate
Attn: Catherine Beach, Contract Specialist
Email: Catherine_Beach@ibc.doi.gov
Phone: 703-964-3566

3.33.2 Contracting Officer/Contracting Officer's Technical Representative (COR)

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 is the exclusive agent of the Government with authority to enter into and administer contracts. The Contracting Officer must therefore ensure that all requirements of law and regulation are followed. As the Contracting Officer's representative, the COR is authorized to act in the stead of the Contracting Officer 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 Contracting Officer, 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 task order 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 Contracting Officer) and the Contractor. The COR must therefore keep the Contracting Officer 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 Contracting Officer. When in doubt, report the matter to the Contracting Officer.

COR suggestions to the Contractor about what must be done to fulfill 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 Contracting Officer. While the COR can and must make

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technical decisions, the COR may not take any contractual administration actions unless they are clearly authorized by a COR appointment.

3.33.3 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 task order can be incurred before receipt of a fully executed task order or specific authorization from the Contracting Officer.

3.34 DIAR 1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)

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

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.

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

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upon the task order action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

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

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.

3.35 ELECTRONIC INVOICING PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP) (APR 2013)

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

"Payment request" means any request for task order 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 task order 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.

3.35.1 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.

3.36 AQD SERVICES GREENING CLAUSE

- (a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy

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Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

- (b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double-sided copying, and the use and purchase of 30% post-consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

(End of clause)

**3.37 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM
(JULY 2010)**

- (a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your task order performance as required by FAR 42.15.
- (b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance
- (c) Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
- (d) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the task order no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.
- (e) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.
- (f) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1-17

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should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

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

1. Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.
2. Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
3. Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

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

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

(End of notice)

Attachments:

- Attachment 1 – Storage Usage
- Attachment 2 – IVIS User Training
- Attachment 3 - IBM Technical and Price quotes
- Attachment 4 - Government Clarification Questions and IBM Responses