

**AWARD/CONTRACT**

1.  CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

Rating

Page 1 of Pages 73

|   |  |  |
|---|--|--|
| 2. CONTRACT (Proc. Inst. Ident.) NO.<br>G10PC00044  | 3. EFFECTIVE DATE<br>08/01/2010  | 4. REQUISITION/PURCHASE REQUEST PROJECT NO.<br>See Lines |
| 5. ISSUED BY<br>U S GEOLOGICAL SURVEY, APS<br>ACQUISITION BRANCH, MS 205, ROOM 6A338<br>12201 SUNRISE VALLEY DRIVE<br>RESTON, VA 20192- | 6. ADMINISTERED BY (If other than Item 5)<br>U S GEOLOGICAL SURVEY, APS<br>ACQUISITION BRANCH, MS 205, ROOM 6A338<br>12201 SUNRISE VALLEY DRIVE<br>RESTON, VA 20192- | CODE 00001   |

|  |   |
|--|---|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)<br>SGT, INC.<br>[REDACTED] | 8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See below) |
|  | 9. DISCOUNT FOR PROMPT PAYMENT<br>10 days %<br>20 days %<br>30 days %<br>days %                       |

|  |   |
|--|---|
| 10. SUBMIT INVOICES (4 Copies unless other -wise specified) TO THE ADDRESS SHOWN IN:<br>ITEM 12              |   |
| 11. SHIP TO/MARK FOR CODE SD001<br>U S GEOLOGICAL SURVEY, GD<br>47914 252nd Street<br>Sioux Falls, SD 57198- | 12. PAYMENT WILL BE MADE BY CODE TASK<br>INSTRUCTIONS AS CITED ON EACH TASK ORDER |

|   |  |
|---|--|
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( ) | 14. ACCOUNTING AND APPROPRIATION DATA<br>2010 - 2011 - SIRTR - 8836 - - 252J - - 50000 - - - 0AZ00 - - - - - |
|---|--|

| 15A. ITEM NO. | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|---------------|------------------------|---------------|-----------|-----------------|-------------|
|               | SEE LINE ITEM DETAIL   |               |           |                 |             |

15G. TOTAL AMOUNT OF CONTRACT 0.00

| 16. TABLE OF CONTENTS |     |                                       |         |  |     |   |         |
|-----------------------|-----|---------------------------------------|---------|--|-----|---|---------|
| ( )                   | SEC | DESCRIPTION                           | PAGE(S) | ( )  | SEC | DESCRIPTION   | PAGE(S) |
| PART I - THE SCHEDULE |     |                                       |         | PART II - CONTRACT CLAUSES                               |     |   |         |
| X                     | A   | SOLICITATION CONTRACT FORM            | 1       | X  | I   | CONTRACT CLAUSES  | 40      |
| X                     | B   | SUPPLIES OR SERVICES AND PRICES/COSTS | 6       | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. |     |   |         |
| X                     | C   | DESCRIPTION/SPECS/WORK STATEMENT      | 7       | X  | J   | LIST OF ATTACHMENTS   | 52      |
| X                     | D   | PACKAGING AND MARKING                 | 14      | PART IV - REPRESENTATIONS AND INSTRUCTIONS               |     |   |         |
| X                     | E   | INSPECTION AND ACCEPTANCE             | 15      |  | K   | REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS |         |
| X                     | F   | DELIVERIES AND PERFORMANCE            | 17      |  |     |   |         |
| X                     | G   | CONTRACT ADMINISTRATION DATA          | 24      |  | L   | INSTRS., CONDS., AND NOTICES TO OFFERORS                          |         |
| X                     | H   | SPECIAL CONTRACT REQUIREMENTS         | 28      |  | M   | EVALUATION FACTORS FOR AWARD                                      |         |

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein.  
*(Attachments are listed herein.)*

18.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)  
[REDACTED]

20A. NAME OF CONTRACTING OFFICER  
Robin S. Doyle

Total Funding: \$0.00

| FYs       | Fund  | Budget Org | Sub | Object Class | Sub | Program | Cost Org | Sub | Proj/Job No. | Sub | Reporting Category |
|-----------|-------|------------|-----|--------------|-----|---------|----------|-----|--------------|-----|--------------------|
| 2010 2011 | SIRTR | 8836       |     | 252J         |     | 50000   |          |     | 0AZ00        |     |                    |

Division                      Closed FYs                      Cancelled Fund

| Line Item Number | Description | CLIN Ref | Delivery Date (Start Date to End Date) | Quantity | Unit of Issue | Unit Price | Total Cost (Includes Discounts) |
|------------------|-------------|----------|--|----------|---------------|------------|---------------------------------|
|------------------|-------------|----------|--|----------|---------------|------------|---------------------------------|

10-8836-3100

|      |           |      |  |      |     |        |         |
|------|-----------|------|--|------|-----|--------|---------|
| 0001 | BASE YEAR | 0001 |  | 0.00 | LOT | \$0.00 | \$ 0.00 |
|------|-----------|------|--|------|-----|--------|---------|

(06/01/2010 to 05/31/2011)

TASK ORDERS WILL BE ISSUED ON FFP/CPFF SUBCLINS BELOW IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION C.

Ref Req No: 1088363100

|        |                              |        |  |      |     |        |         |
|--------|------------------------------|--------|--|------|-----|--------|---------|
| 0001AA | FIRM FIXED PRICE TASK ORDERS | 0001AA |  | 0.00 | NTE | \$0.00 | \$ 0.00 |
|--------|------------------------------|--------|--|------|-----|--------|---------|

(06/01/2010 to 05/31/2011)

This CLIN's Not-To-Exceed ceiling is estimated at \$20,000,000.00.

|        |                                |        |  |      |     |        |         |
|--------|--------------------------------|--------|--|------|-----|--------|---------|
| 0001AB | COST REIMBURSEMENT TASK ORDERS | 0001AB |  | 0.00 | NTE | \$0.00 | \$ 0.00 |
|--------|--------------------------------|--------|--|------|-----|--------|---------|

(06/01/2010 to 05/31/2011)

This CLIN's Not-To-Exceed ceiling is estimated at \$40,000,000.00.

|        |                          |        |  |      |     |        |         |
|--------|--------------------------|--------|--|------|-----|--------|---------|
| 0001AC | TRANSITION IN PLAN (FFP) | 0001AC |  | 0.00 | NTE | \$0.00 | \$ 0.00 |
|--------|--------------------------|--------|--|------|-----|--------|---------|

(06/01/2010 to 05/31/2011)

This CLIN's Not-To-Exceed ceiling is estimated at \$0.00.

|      |               |      |  |      |  |        |         |
|------|---------------|------|--|------|--|--------|---------|
| 0002 | OPTION YEAR 1 | 0002 |  | 0.00 |  | \$0.00 | \$ 0.00 |
|------|---------------|------|--|------|--|--------|---------|

(06/01/2011 to 05/31/2012).

TASK ORDERS WILL BE ISSUED ON FFP/CPFF SUBCLINS BELOW IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION C.

|                          |                               |               |                 |
|--------------------------|-------------------------------|---------------|-----------------|
| <b>Line Item Summary</b> | Document Number<br>G10PC00044 | Title<br>TSSC | Page<br>3 of 78 |
|--------------------------|-------------------------------|---------------|-----------------|

Total Funding: \$0.00

| FYs       | Fund       | Budget Org     | Sub | Object Class | Sub | Program | Cost Org | Sub | Proj/Job No. | Sub | Reporting Category |
|-----------|------------|----------------|-----|--------------|-----|---------|----------|-----|--------------|-----|--------------------|
| 2010 2011 | SIRTR      | 8836           |     | 252J         |     | 50000   |          |     | 0AZ00        |     |                    |
| Division  | Closed FYs | Cancelled Fund |     |              |     |         |          |     |              |     |                    |

| Line Item Number | Description  | CLIN Ref | Delivery Date (Start Date to End Date) | Quantity | Unit of Issue | Unit Price | Total Cost (Includes Discounts) |
|------------------|--|----------|--|----------|---------------|------------|---------------------------------|
| 0002AA           | FIRM FIXED PRICE TASK ORDERS   | 0002AA   | (06/01/2011 to 05/31/2012)             | 0.00     | NTE           | \$ .000    | \$ 0.00                         |
|                  | This CLIN's Not-To-Exceed ceiling is estimated at \$20,000,000.00.   |          |  |          |               |            |                                 |
| 0002AB           | COST REIMBURSEMENT TASK ORDERS   | 0002AB   | (06/01/2011 to 05/31/2012)             | 0.00     | NTE           | \$ .000    | \$ 0.00                         |
|                  | This CLIN's Not-To-Exceed ceiling is estimated at \$40,000,000.00.   |          |  |          |               |            |                                 |
| 0003             | OPTION YEAR 2  | 0003     | (06/01/2012 to 05/31/2013)             | 0.00     |               | \$ .000    | \$ 0.00                         |
|                  | TASK ORDERS WILL BE ISSUED ON FFP/CPFF SUBCLINS BELOW IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION C. |          |  |          |               |            |                                 |
| 0003AA           | FIRM FIXED PRICE TASK ORDERS   | 0003AA   | (06/01/2012 to 05/31/2013)             | 0.00     | NTE           | \$ .000    | \$ 0.00                         |
|                  | This CLIN's Not-To-Exceed ceiling is estimated at \$20,000,000.00.   |          |  |          |               |            |                                 |
| 0003AB           | COST REIMBURSEMENT TASK ORDERS   | 0003AB   | (06/01/2012 to 05/31/2013)             | 0.00     | NTE           | \$ .000    | \$ 0.00                         |
|                  | This CLIN's Not-To-Exceed ceiling is estimated at \$40,000,000.00.   |          |  |          |               |            |                                 |

| Line Item Summary  |                                | Document Number | Title                                  |                | Page          |            |                                 |              |     |                    |
|--|--------------------------------|-----------------|--|----------------|---------------|------------|---------------------------------|--------------|-----|--------------------|
|  |                                | G10PC00044      | TSSC                                   |                | 4 of 78       |            |                                 |              |     |                    |
| Total Funding:   |                                | \$0.00          |  |                |               |            |                                 |              |     |                    |
| FYs  | Fund                           | Budget Org      | Sub                                    | Object Class   | Sub Program   | Cost Org   | Sub                             | Proj/Job No. | Sub | Reporting Category |
| 2010 2011  | SIRTR                          | 8836            |  | 252J           | 50000         |            |                                 | 0AZ00        |     |                    |
| Division   |                                | Closed FYs      |  | Cancelled Fund |               |            |                                 |              |     |                    |
| Line Item Number   | Description                    | CLIN Ref        | Delivery Date (Start Date to End Date) | Quantity       | Unit of Issue | Unit Price | Total Cost (Includes Discounts) |              |     |                    |
| 0004   | OPTION YEAR 3                  | 0004            | (06/01/2013 to 05/31/2014)             | 0.00           |               | \$ .000    | \$ 0.00                         |              |     |                    |
| TASK ORDERS WILL BE ISSUED ON FFP/CPFF SUBCLINS BELOW IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION C. |                                |                 |  |                |               |            |                                 |              |     |                    |
| 0004AA   | FIRM FIXED PRICE TASK ORDERS   | 0004AA          | (06/01/2013 to 05/31/2014)             | 0.00           | NTE           | \$ .000    | \$ 0.00                         |              |     |                    |
| This CLIN's Not-To-Exceed ceiling is estimated at \$20,000,000.00.   |                                |                 |  |                |               |            |                                 |              |     |                    |
| 0004AB   | COST REIMBURSEMENT TASK ORDERS | 0004AB          | (06/01/2013 to 05/31/2014)             | 0.00           | NTE           | \$ .000    | \$ 0.00                         |              |     |                    |
| This CLIN's Not-To-Exceed ceiling is estimated at \$40,000,000.00.   |                                |                 |  |                |               |            |                                 |              |     |                    |
| 0005   | OPTION YEAR 4.                 | 0005            | (06/01/2014 to 05/31/2015)             | 0.00           |               | \$ .000    | \$ 0.00                         |              |     |                    |
| TASK ORDERS WILL BE ISSUED ON FFP/CPFF SUBCLINS BELOW IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION C. |                                |                 |  |                |               |            |                                 |              |     |                    |
| 0005AA   | FIRM FIXED PRICE TASK ORDERS   | 0005AA          | (06/01/2014 to 05/31/2015)             | 0.00           | NTE           | \$ .000    | \$ 0.00                         |              |     |                    |
| This CLIN's Not-To-Exceed ceiling is estimated at \$19,000,000.00.   |                                |                 |  |                |               |            |                                 |              |     |                    |

| Line Item Summary  |                                | Document Number | Title                                  |                | Page          |            |                                 |              |     |                    |
|--|--------------------------------|-----------------|--|----------------|---------------|------------|---------------------------------|--------------|-----|--------------------|
|  |                                | G10PC00044      | TSSC                                   |                | 5 of 78       |            |                                 |              |     |                    |
| Total Funding: \$0.00  |                                |                 |  |                |               |            |                                 |              |     |                    |
| FYs  | Fund                           | Budget Org      | Sub                                    | Object Class   | Sub Program   | Cost Org   | Sub                             | Proj/Job No. | Sub | Reporting Category |
| 2010 2011  | SIRTR                          | 8836            |  | 252J           | 50000         |            |                                 | 0AZ00        |     |                    |
| Division   |                                | Closed FYs      |  | Cancelled Fund |               |            |                                 |              |     |                    |
| Line Item Number   | Description                    | CLIN Ref        | Delivery Date (Start Date to End Date) | Quantity       | Unit of Issue | Unit Price | Total Cost (Includes Discounts) |              |     |                    |
| 0005AB   | COST REIMBURSEMENT TASK ORDERS | 0005AB          | (06/01/2014 to 05/31/2015)             | 0.00           | NTE           | \$,000     | \$ 0.00                         |              |     |                    |
| This CLIN's Not-To-Exceed ceiling is estimated at \$40,000,000.00. |                                |                 |  |                |               |            |                                 |              |     |                    |
| 0005AC   | TRANSITION OUT PLAN (FFP)      | 0005AC          | (06/01/2014 to 05/31/2015)             | 0.00           | NTE           | \$,000     | \$ 0.00                         |              |     |                    |
| This CLIN's Not-To-Exceed ceiling is estimated at \$1,000,000.00.  |                                |                 |  |                |               |            |                                 |              |     |                    |
| <b>Total Cost:</b>   |                                |                 |  |                |               |            | <b>\$0.00</b>                   |              |     |                    |

|   |                               |               |                 |
|---|-------------------------------|---------------|-----------------|
| <b>Contract Level<br/>Funding Summary</b> | Document Number<br>G10PC00044 | Title<br>TSSC | Page<br>6 of 78 |
|---|-------------------------------|---------------|-----------------|

2010 - 2011 - SIRTR - 8836 - - 252J - - 50000 - - - 0AZ00 - - - - -

\$0.00

Reference Requisition: 1088363100

**Total Funding: \$0.00**

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

The Government has set a ceiling of \$300,000,000.00 for all CLINs through Option Year 4.

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

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

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

| Cost Center        | Contract Year | Ceiling Rate | Base |
|--------------------|---------------|--------------|------|
| Overhead           | Base Year     |              |      |
| Overhead           | OY 1          |              |      |
| Overhead           | OY 2          |              |      |
| Overhead           | OY 3          |              |      |
| Overhead           | OY 4          |              |      |
| Procurement Burden | All Years     |              |      |
| G&A                | Base Year     |              |      |
| G&A                | OY 1          |              |      |
| G&A                | OY 2          |              |      |
| G&A                | OY 3          |              |      |
| G&A                | OY 4          |              |      |

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

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

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|-----------------------|----------------------------|---|--------------|
| <b>Award/Contract</b> | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 8 of 73 |
|-----------------------|----------------------------|---|--------------|

## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 PERFORMANCE WORK STATEMENT

**U.S. Geological Survey**

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

**Technical Support Services Contract**

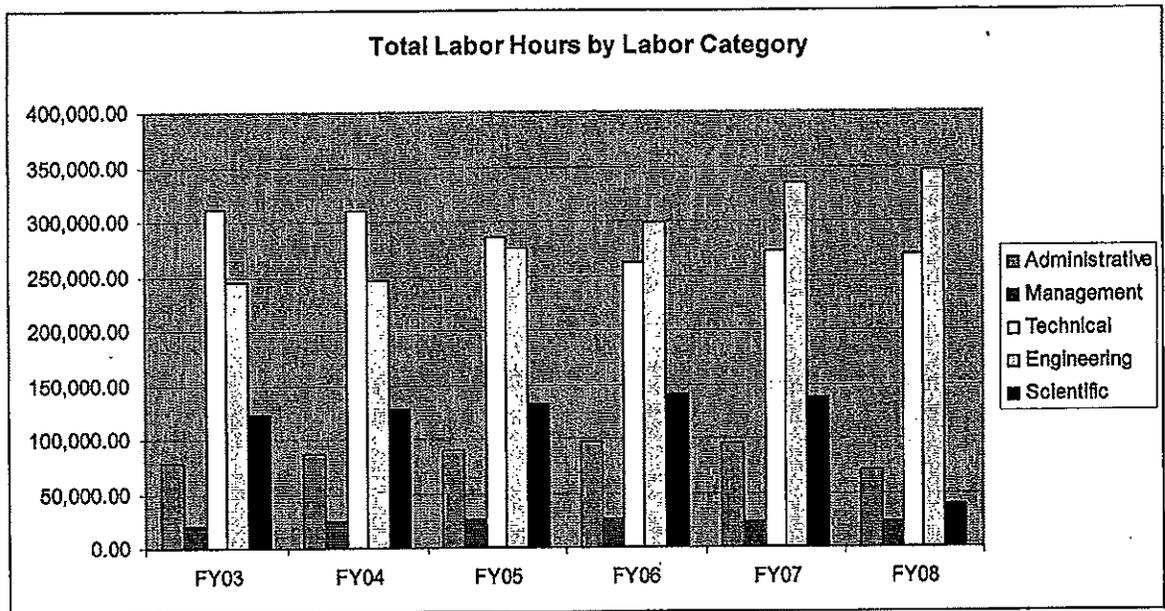
#### C.1 BACKGROUND

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

Today at EROS, approximately 130 Government employees comprise 22 percent of the Center's workforce. The remaining 78% are contractors. A combined Government and contractor work environment has proven to be successful for over 35 years at EROS. This partnership combines government and industry strengths and ensures workforce flexibility. The Government employees oversee the work of the Center, while individual contractors have defined areas of responsibility.

Work under this contract includes, but is not limited to satellite systems engineering, software development, project management, computer operations, network engineering, satellite data acquisition, scientific applications of satellite remote sensing data to address issues of sustainable development, resource management, land cover change, and famine early warning in many countries around the world.

The table below identifies historical labor trends for the Technical Support Services Contract (TSSC) and Landsat Data Continuity Contract (LDCC) workforces. The information is based on several basic labor classifications and the historical level of effort for each for the last six (6) fiscal years. This contract includes actions under the previous TSSC and LDCC contracts.



## C.2 OVERVIEW

The EROS Center advances remote sensing research and science applications that increase an understanding of our planet and help address societal needs. The Center is a national data reception, processing, archiving, distribution, and research facility for remotely sensed data and other forms of geographic information. EROS collects and distributes many types of remotely sensed and earth science data and investigates ways to use the data in scientific research and for resource planning and management. For a more detailed overview please refer to the EROS home page at <http://eros.usgs.gov>

## C.3 PURPOSE

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

## C.4 GENERAL SCOPE

The Contractor shall furnish all qualified and trained personnel, administrative support for those personnel, supplies and materials not provided by the Government, necessary to carry out the contractor's work at EROS. All technical support requirements will be communicated by the Government via task orders. This work statement defines the broad scope of work areas in which defined task orders may be issued. The contractor's performance shall be in compliance with Federal, agency and EROS specific policies, procedures, and regulations as specified in the contract. Potential exists for increases or decreases in the contract activities, such as may result from appropriation levels or program changes for, future satellite missions, National Ecological Observation Network, national security programs, and unanticipated mission failures or decommissionings.

|                       |                                   |  |                      |
|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 10 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

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

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

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

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

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

- identifying data and information requirements of the land management and earth science community for understanding Earth systems, climate change, and identifying relevant information that can be derived using remotely sensed data and other geocoded data;
- developing techniques to format and display earth science data and information for inventorying, monitoring, and managing Earth resources;
- promoting the use of appropriate standards in the transfer of geospatial data, development of metadata, and generation of application products;
- assisting in the design and implementation of complex spatial analysis models that incorporate satellite, spatial, and disparate tabular data, and developing predictive models related to land processes, human activities and global climate change;
- transferring remote sensing and spatial data analysis technologies to users via cooperative applications projects and technical consultations;
- conducting user requirements investigations;
- documenting results via USGS-sanctioned publications;
- providing day-to-day user assistance regarding remote sensing and spatial data handling technologies and applications;
- carrying out special assignments, such as cooperation with professional societies;
- coordinating and preparing periodic reporting, including quarterly and annual reports.

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

- developing physical models necessary for investigating new processing techniques and validation procedures to understand orbital and imaging properties of sensors, atmospheric radiative transfer, and first-order surface processes required to simulate data acquisition;

|                |                            |   |               |
|----------------|----------------------------|---|---------------|
| Award/Contract | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 11 of 73 |
|----------------|----------------------------|---|---------------|

- developing new and improved processing methods, such as data retrieval procedures, image compression, geometric correction, radiometric and spectral calibration, noise filtering, and spatial deconvolution and re-sampling;
- developing exploratory data analysis and data visualization tools to aid in the analysis of sensor characterization;
- developing new and improved production algorithms, providing support to other projects, as required, and publishing technical reports.

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

- improving image processing methods for the production of digital image data and enhance image processing techniques (that is, change detection, spatial and frequency domain filtering, image enhancement, and image classification);
- developing spatial data handling methods for the analysis and understanding of spatial data. This includes enhancement of spatial analysis tools and exploratory data analysis and data visualization tools. This also includes the integration of data models, databases and analytic methods within geographic information systems (GIS), development of techniques for incorporating image and non-image data into GIS, and the investigation of spatial data quality measures;
- prototyping methods and techniques to create new products for distribution by EROS. This includes assessment of the needs of the user community, development of prototype data products that address user needs, and transfer of product generation methods to production staff.

#### **C.4.2 Data and Information Support**

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

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

The contractor shall provide support associated with archiving, which involves managing and maintaining the integrity of the digital and film archives, monitoring the integrity of data inventories on computer systems, receiving and inventorying new data, performing data quality assessments, designing data bases, entering data into and updating data bases, and disseminating data base information. Digital and film archives shall be monitored for media degradation and technical staff shall keep abreast of new and emerging technologies associated with digital recording media and techniques and recommend data conversion to avoid both technology obsolescence and media degradation within the archive.

|                       |                            |   |               |
|-----------------------|----------------------------|---|---------------|
| <b>Award/Contract</b> | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 12 of 73 |
|-----------------------|----------------------------|---|---------------|

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

### **C.4.3 Systems Operations and Maintenance Support**

The projects of the Center require a broad range of computer systems operations and maintenance services and support. The services and support functions range from basic office automation support to high-performance computing and networking. The Contractor support shall include such services as the operation of computers, peripherals, and specialized equipment; hardware maintenance; digital tape library operation; network maintenance; systems administration; and maintenance contract administration. Also, the contractor shall provide support pertaining to center-wide desktop applications support services such as the user help desk, microcomputer installation and maintenance support, network services, center-wide desktop software license management, a shared equipment pool, and technical instruction services.

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

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

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

- operating all computers, peripherals, and specialized equipment within the computer room and in designated secure areas;
- preparing, coordinating, scheduling, and performing production control and dissemination of scheduled computer tasks and resulting outputs;

|                       |                            |   |               |
|-----------------------|----------------------------|---|---------------|
| <b>Award/Contract</b> | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 13 of 73 |
|-----------------------|----------------------------|---|---------------|

- documenting and maintaining forms, logs, and operational procedures;
- performing and maintaining required file backups to ensure against loss of data;
- inspecting and verifying incoming digital media for ingest processing and subsequent archiving;
- ensuring expendable supplies are kept at levels appropriate for contractor operations;
- ensuring that the computer room and support infrastructures are maintained and consistent with known computer room standards. Responsibilities extend to supporting and assisting EROS projects and Center Facilities Management with monitoring and reporting environmental (temperature, humidity, and dust levels), system uptime and achievement of service level agreements, infrastructure planning such as anticipated electrical changes (system moves, adds), space utilization planning and design.

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

- managing and operating a Help Desk function responding to requests for support of desktop equipment and software used by the contractor's workforce, federal employees, and employees of other agencies and contractors in support of EROS;
- providing the help desk user interface, forwarding calls to appropriate technicians, problem management, problem resolution, and reporting;
- coordinating and/or providing support of training activities for either EROS developed or vendor supplied software systems;
- providing general setup and administration and/or maintenance support for desktop computers with Windows or Macintosh OS, printers, and other peripherals;
- providing general support services and assistance to microcomputer users, support word processing training activities, assist with desktop computer hardware and software configurations, configuration of new equipment, monitor the electronic bulletin board and communications systems for internal EROS employee message postings, and support their communication between desktop computers and other computer systems; and,
- Implementation of identified DOI or USGS bureauwide system management or security settings and processes on EROS microcomputer equipment.

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

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

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

|                       |                            |   |               |
|-----------------------|----------------------------|---|---------------|
| <b>Award/Contract</b> | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 14 of 73 |
|-----------------------|----------------------------|---|---------------|

system prototypes and may involve partnerships with outside organizations. Also, this activity shall support the planning, design, development, and implementation of infrastructure items not addressed through specific programmatic initiatives such as wide-area and local-area networks infrastructure and shared computational or storage services.

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

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

The contractor shall provide software engineering support including the analysis, design, development, testing, documentation, and maintenance of a variety of software systems used to support EROS projects and mission objectives. The contractor shall support this activity by utilizing high-level software languages and language capabilities inherent in relational data base management systems and tools such as ORACLE, SYBASE, SDE, and associated SQL languages. Other commercial-off-the-shelf software tools and enabling technologies such as SAS, SPLUS, EXCEED, ENVI/IDL, ERDAS IMAGINE, and ESRI ARCGIS. In addition, Computer Aided Software Engineering tools such as Oracle Designer 2000, Codevision, CodeWright, and System Architect are used in the analysis, design, and development processes.

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

#### **C.4.4.1 Satellite Data Reception and Operations**

The facility at EROS includes 10-meter and 5.4-meter antennas that perform satellite data reception and satellite tracking, telemetry, and control. The receiving station tracks multiple satellites and typically supports 12 passes per day from current missions. Data reception occurs

|                       |                            |   |               |
|-----------------------|----------------------------|---|---------------|
| <b>Award/Contract</b> | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 15 of 73 |
|-----------------------|----------------------------|---|---------------|

with a 99%+ capture success rate. Data is exchanged with other tracking stations and data acquired via exchange are ingested into the USGS archive. Satellites are tracked and controlled via the antenna infrastructure. Satellite telemetry and ranging information is collected and transferred to the mission operations center. Command loads are transferred from the mission operations centers for transmission to the satellites. Data received from the satellites is processed and assessed daily to track and verify the geometric and radiometric performance of the on-board instruments. Calibration parameter files are generated regularly to accurately process data based on current knowledge of spacecraft and instrument performance.

#### **C.4.5 Communications and Outreach Support**

The contractor shall provide support for EROS Communication and Outreach activities, which include developing informational materials about EROS activities and products. Support services include operation of the Center's research library, assistance in outreach strategic planning, maintaining outreach plans, designing and producing graphics, designing and producing general-purpose web pages, and ensuring that publications, reports, brochures, videos, and other EROS communications are of the highest quality.

### **C.5 BUDGET AND EXPENSE TRACKING**

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

- (1) Government project managers and contractor work managers require budget and expense data. As a guideline, the expense data shall be reportable at multiple work levels from the task to the project. The contractor shall have capabilities to report expenses by pay period, monthly, quarterly, and yearly and in several categories such as labor, travel, sub-contracts, consultants, other direct costs, and indirect costs for cost reimbursement task orders only.
- (2) Capital Planning and Investment Control (CPIC) and Office of Management and Budget Exhibit 300's require selected projects to report Earned Value Management (EVM) metrics. The contractor shall provide monthly EVM metrics based on industry standards and as described in an agreed upon project Interface Control Document (ICD) see Section J, Attachment F.
- (3) The contract shall provide expense data in order to monitor the contract (see Contract Section F, Deliverables or Performance) for all task orders.
- (4) As this contract represents a performance based effort, contractor staff are expected to be fully trained. No training costs may be expensed to the resultant contract.

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

Except for those items specifically identified in Section J, Attachment G, of this contract as "Government Furnished Property/Material," the contractor shall furnish all facilities, labor, and materials to provide contract services and deliverables in accordance with the terms and conditions herein and the specifications set forth under Performance Work Statement Task Orders.

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 16 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

## **SECTION D – PACKAGING AND MARKING**

### **D.1 Package and ship deliverables to:**

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

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

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

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|-----------------------|-----------------------------------|--|---------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | Page 17 of 73 |
|-----------------------|-----------------------------------|--|---------------|

## SECTION E -- INSPECTION AND ACCEPTANCE

### E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

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

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

### E.2 GENERAL ACCEPTANCE CRITERIA

General quality measures, as set forth below, will be applied to each work product received from the contractor under this contract and for each task order.

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

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 18 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

### **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.

### **E.4 GS0701 INSPECTION -- SUPPLIES AND SERVICES JULY 2001**

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

ALL CLINS AND SUBCLINS

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

ALL CLINS AND SUBCLINS

### **E.5 GS0721 INSPECTION AND ACCEPTANCE PERIOD JULY 2001**

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

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

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 19 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

**SECTION F -- DELIVERIES OR PERFORMANCE**

**F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE**

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

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

| <b>Clause</b>   | <b>Title</b>             | <b>Date</b>   |
|-----------------|--------------------------|---------------|
| 52.242-15 Alt I | Stop-Work Order          | April 1984    |
| 52.242-17       | Government Delay of Work | April 1984    |
| 52.247-34       | F.o.b. Destination       | November 1991 |

**F.2 TERM OF THE CONTRACT**

(a) The term of this contract will be from date of award, anticipated for August 1, 2010, through May, 31, 2011. This is the base year period of performance for this contract. The transition in period of this contract is June 1, 2010 through July 31, 2010.

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

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

**F.3 GS0912 EFFECTIVE PERIOD OF CONTRACT -- ORDERING JULY 2001**

(a) The effective period(s) for placing orders under this contract is/are as follows:

| <b>Contract Periods</b> | <b>Effective Period</b>     | <b>Latest Delivery Date</b> |
|-------------------------|-----------------------------|-----------------------------|
| Basic Contract Period   | June 1, 2010 - May 31, 2011 | May 31, 2011                |
| First Option Period     | June 1, 2011 - May 31, 2012 | May 31, 2012                |
| Second Option Period    | June 1, 2012 - May 31, 2013 | May 31, 2013                |
| Third Option Period     | June 1, 2013 - May 31, 2014 | May 31, 2014                |
| Fourth Option Period    | June 1, 2014 - May 31, 2015 | May 31, 2015                |

|                       |                            |   |               |
|-----------------------|----------------------------|---|---------------|
| <b>Award/Contract</b> | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 20 of 73 |
|-----------------------|----------------------------|---|---------------|

(b) The fill-ins in the clause at FAR 52.216-18, Ordering, are completed by insertion of the above "effective period" dates.

(c) The "latest delivery" dates shown above are the dates after which the contractor is not required to make deliveries on orders placed during the corresponding effective period. These dates complete the fill-in in the clause at FAR 52.216-21, Requirements and FAR 52.216-22, Indefinite Quantity.

#### **F.4 GS0916 – PERIOD FOR EXERCISE OF OPTION TO EXTEND SERVICES (July 2001)**

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

#### **F.5 PLACE OF PERFORMANCE**

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

#### **F.6 MEETINGS, REPORTS AND OTHER DELIVERABLES**

In fulfillment of this contract, the Contractor shall be required to provide deliverables as stated in Section F.6. All deliverables shall be submitted to the Contracting Officer's Representative (COR), unless otherwise agreed upon in individual task orders.

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.6.1 Orientation Briefing**

Within two (2) days from date of award, the contractor shall schedule an orientation briefing/initial strategy session with the Contracting Officer. 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.6.2 Monthly Status Reports**

The contractor shall prepare and submit a monthly status report or as stipulated in individual task orders,

|                       |                            |   |               |
|-----------------------|----------------------------|---|---------------|
| <b>Award/Contract</b> | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 21 of 73 |
|-----------------------|----------------------------|---|---------------|

in accordance with the requirements of this contract. The monthly status report shall include, as a minimum the following and shall be limited to two (2) pages per task order:

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

### **F.6.3 Standard Operating Procedures**

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

### **F.6.4 Special Organization Conflict of Interest Mitigation Plan**

The contractor shall provide an OCI Plan within 45 days after award, to the CO. It is the contractor's responsibility to update this document in order to maintain the integrity of the Plan. (Reference Section H.3 GS1310 – Organizational Conflict of Interest – General (July 2001) (Modified).)

### **F.6.5 Weekly Status Report**

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

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

**F.6.6 Deliverable Table** – Unless otherwise agreed upon, all deliverables shall be submitted to the COR as identified in the COR's delegation letter to be provided at time of award with a copy of the transmittal letter to the Contracting Officer.

| <b>Reference</b> | <b>Milestone/Deliverable</b>   | <b>Responsibility</b> | <b>Date</b>  |
|------------------|--|-----------------------|--|
| F.6.1            | Orientation Briefing Schedule  | Contractor            | Contract Award (CA) + 2 Days   |
| F.6.2            | Monthly Status Report  | Contractor            | Monthly  |
| F.6.3            | Standard Operating Procedures  | Contractor            | Contract Award (CA) + 90 days  |
| F.6.4            | Special Organizational Conflict of Interest Mitigation Plan (OCI Plan) | Contractor            | Contract Award (CA) + 45 days  |
| F.6.5            | Weekly Status Report   | Contractor            | Weekly – To Be Determined (TBD) at award   |
| F.11             | Subcontracting Plan Reports  | Contractor            | See F.11(b)  |
| F.12.1           | Transition-In Plan   | Contractor            | Contract Award (CA) + 10 days  |
| F.12.2           | Transition-Out Plan  | Contractor            | no later than ninety (90) calendar days prior to the expiration of the contract period |

## **F.7 OTHER PERFORMANCE REQUIREMENTS**

### **F.7.1 Hours of Work**

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

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

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

### **F.7.2 Productive Direct Labor Hours**

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

## **F.8 GS0919 LEGAL HOLIDAYS**

**JANUARY 2002**

The following legal holidays are observed by this Government agency:

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 23 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

|                               |                          |
|-------------------------------|--------------------------|
| New Year's Day                | January 01               |
| Martin Luther King's Birthday | 3rd Monday in January    |
| Presidents Day                | 3rd Monday in February   |
| Memorial Day                  | Last Monday in May       |
| Independence Day              | July 04                  |
| Labor Day                     | 1st Monday in September  |
| Columbus Day                  | 2nd Monday in October    |
| Veterans Day                  | November 11              |
| Thanksgiving Day              | 4th Thursday in November |
| Christmas Day                 | December 25              |

When a holiday falls on Saturday or Sunday, it is observed on the adjacent Friday or Monday, respectively.

In addition to the holidays listed above, the contractor agrees to observe leave days or closures designated by Federal Statute, Executive Order, or Presidential Proclamation.

**F.9 GS0924 UNSCHEDULED CLOSURES -- COST REIMBURSEABLE**

**JULY 2001**

(a) The USGS facility where contractor employees are working may occasionally have unscheduled closures in which federal employees are dismissed on administrative leave (such as for inclement weather, holiday early closings, power outages, or other emergencies). In these cases, the Contracting Officer or COR will advise the contractor whether any of the contractor's activities are considered critical and require continued performance. In most cases, the Contractor employees not performing critical tasks will not be allowed to remain in the facility after federal employees are dismissed.

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

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

**F.10 GS0925 UNSCHEDULED CLOSURES - FIXED PRICE**

**MARCH 2003**

(a) The USGS facility where contractor employees are working may occasionally be closed temporarily and federal employees dismissed, such as for inclement weather, holiday early closings, power outages, or other emergencies. In these cases, the Contracting Officer or COR will advise the contractor whether any of the contractor's activities on Government facilities are considered critical and require continued performance. In most cases, the Contractor will be required to dismiss employees at Government facilities who are performing noncritical tasks after federal employees are dismissed.

(b) If the unscheduled closure causes an increase in the cost of contract performance or if any contract term or condition is affected by the closure, the Contractor may request an adjustment pursuant to Clause FAR 52.242-17 Government Delay of Work.

|                       |                            |   |               |
|-----------------------|----------------------------|---|---------------|
| <b>Award/Contract</b> | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 24 of 73 |
|-----------------------|----------------------------|---|---------------|

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

## **F.11 GS0938 – SUBCONTRACTING PLAN REPORTS (NOV 2005) (MODIFIED)**

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

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

## **F.12 TRANSITION PLANS**

**F.12.1 Transition In** -- Phase-in shall begin ten (10) days after the contract is awarded. The contractor shall complete all phase-in efforts in accordance with the approved transition plan task order (to include the Government's validation of the Transition Plan, containing critical events, schedules and approach) and be prepared to begin performance immediately. The transition in period of performance is June 1, 2010 through July 31, 2010. The contractor shall submit a weekly status report during the phase-in period and operational activities to the Contracting Officer's Representative (COR) beginning the 20th calendar day following award. The status report shall address those items identified as being key to the success of the transition as identified in the plan.

**F.12.2 Transition Out** -- At the end of the period of performance, the incumbent contractor shall transition activities to the incoming contractor with minimal disruption of services to the government. The contractor shall maintain sufficient qualified staff to meet all requirements of this effort services. The contractor shall submit a written phase-out plan to the COR no later than ninety (90) calendar days prior to the expiration of the contract period, unless otherwise agreed upon. The plan shall detail phase-out activities to assure continuity of operations and the execution of a smooth and timely transition. Phase-out activities shall be coordinated through the COR. The outgoing contractor shall submit a weekly status report of phase-out activities to the COR beginning the 7th calendar day following the award of a successor contract until otherwise notified by the COR to discontinue.

All effort shall be made to ensure the transition does not hamper the continuation of work under the current EROS contract. The incumbent contractor recognizes that the services provided by this contract are vital to the Government's overall effort, that the continuity thereof must be maintained in a consistently high level without interruption, that upon expiration of this contract a successor—either the Government or another contractor—may continue these services. That the successor, be it the Government or another contractor, will need phase-in training by the incumbent contractor, and that the incumbent contractor must give their best effort and cooperation in order to effect an orderly and efficient transition to a successor.

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|-----------------------|----------------------------|---|----------------------|
| <b>Award/Contract</b> | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 25 of 73<br>RSD |
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The incumbent contractor agrees to cooperate with the successor, whether it's the Government or another contractor, in allowing as many personnel as practicable to remain on the job in order to enhance the continuity and consistency of the services called for by this contract. If said employees are agreeable to the change and are accepted by the successor, then the incumbent contractor shall release them at a mutually acceptable date.

### **F.13 EARNED VALUE MANAGEMENT (EVM) (MODIFIED)**

**Earned Value Requirements** - The contractor may utilize a certified Earned Value Management (EVM) System (EVMS) for specifically designated USGS Information Technology acquisitions. The contractor may incorporate Project Management Institute (PMI) Body of Knowledge (PMBOK 3rd Ed.)-compliant earned value processes to manage project scope, schedule, and cost throughout the project's life. Specific details will be defined via the project Task Order but overall EVM requirements and constraints are documented below:

- (1) EVMS shall fully comply with all requirements documented in the current revision of the Intent Guide, ANSI/EIA-748A, published by the National Defense Industrial Association (NDIA), and it shall be available for audit by the Government or a representative.
- (2) Contractor staff shall have skills and experience capable of performing and managing earned value planning, development oversight, and performance reporting functions, as well as risk analysis, control, and mitigation.
- (3) The contractor shall support Performance Measurement Baseline (PMB) for Contract Base Year and all Option years, organized by Federal Fiscal year (08-1-2010 thru 05-31/2015).
- (4) Contractor shall support the Government's requirement to prepare a project Performance Measurement Baseline (PMB) and to facilitate an Integrated Baseline Review in compliance with schedule and conditions specified in the project task order. An IRB may be conducted:
  - a) Prior to the start of a development; and
  - b) Upon incorporation of major modifications; and
  - c) Upon major adjustment in baselined schedule or cost; or,
  - d) When directed by Department, Bureau, or Center government officials

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

- (5) Contractor shall provide standard Earned Value performance data to support the Government's requirement to comply with OMB/DOI Capital Planning and Investment Control (CPIC) IT acquisition reporting requirements. Earned Value data will be comprised of at least the following metrics:
  - a) Earned Value data, consisting of at least the following six metrics:
    - i) Planned Value (BCWS)
    - ii) Earned Value (BCWP)
    - iii) Actual Cost (ACWP)

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 26 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

- iv) Budget At Completion (BAC)
- v) Estimate at Completion (EAC)
- vi) Future Period Estimate To Complete (ETC)

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

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

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

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| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 27 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

**SECTION G -- CONTRACT ADMINISTRATION DATA**

**G.1 GS1101 CONTRACT ADMINISTRATION OFFICE**

**JULY 2001**

(a) This contract will be administered by:

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

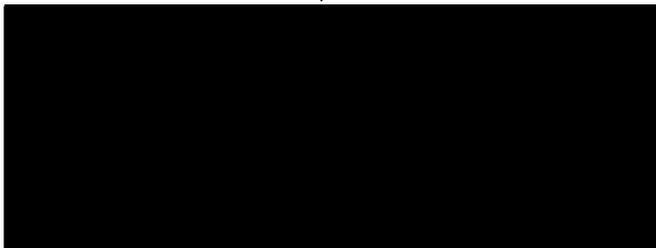
Telephone:   
Fax:   
Email: rsdoyle@usgs.gov

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

**G.2 GS1103 CONTRACTING OFFICER'S REPRESENTATIVE --  
TECHNICAL DIRECTION**

**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 COR for this contract will be:



(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

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|-----------------------|----------------------------|---|---------------|
| <b>Award/Contract</b> | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 28 of 73 |
|-----------------------|----------------------------|---|---------------|

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.

**G.3 GS1104 AVAILABILITY OF FUNDS UNDER CONTINUING RESOLUTION (MODIFIED) JULY 2001**

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

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

(c) In the event of a lapse in funding upon expiration of an annual appropriation or Continuing Resolution, the contractor will not be paid for any costs incurred during the unfunded period, including unrecovered indirect costs, unless and until funds are appropriated and authorized for retroactive payment of Government employees and contractors. If nonavailability of contract funding requires the contractor to stop work, the contractor will be entitled to an equitable adjustment under the clause FAR 52.242-15, Stop of Work, if and when the Contractor is notified by the Contracting Officer that additional appropriations are available to resume performance under the contract.

(d) If the Government has not provided additional funds to resume performance within 30 days after expiration of the period established in (a) above, the contractor may, by written notice, require that the contract be considered to be completed without prejudice to him or further liability to the Government. Such a termination shall not be considered to be a termination for convenience under the terms of the clause FAR 52.249-02, Termination for Convenience of the Government, Fixed Price and 52.249-06, Termination Cost Reimbursement.

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

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 29 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

**G.4 GS1106 INCREMENTAL FUNDING -- CPFF**

**JULY 2002**

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

[ \* ] TO BE DELINEATED IN INDIVIDUAL TASK ORDERS

**G.5 GS1108 LIMITATION OF FUNDS -- FIXED PRICE**

**JUNE 2003**

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

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

[ \* ] TO BE DELINEATED IN INDIVIDUAL TASK ORDERS

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

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

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

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

(f) If the Government notifies the contractor that additional funds are not available and has not provided such funds within 30 days after exhaustion of available contract funds, the contractor may, by written notice, require that the contract be considered to be completed without prejudice to him or further liability to the Government.

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 30 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

Such a termination shall not be considered to be a termination for convenience of the Government under the terms of the clause FAR 52.249-02, Termination for Convenience of the Government.

(g) If at any time the Contracting Officer finds that the balance of this funding reservation is in excess of the estimated amount required to meet all payments due and to become due the contractor because of work performed prior to the beginning of the next fiscal year, the Government may submit to the contractor an estimate of funding required for the remainder of the current contract/option period or request the Contractor to provide such an estimate. The agreed reduced funding level will be set forth in a modification to the contract.

**G.6 GS1109 OBLIGATION OF FUNDS**

**JULY 2001**

No funds are obligated by this contract. All funds shall be obligated by individual delivery or task orders citing applicable fiscal year and accounting data when issued.

**G.7 GS1110 INVOICING AND PAYMENT INSTRUCTIONS  
(MODIFIED)**

**NOVEMBER 1995**

(a) Invoices for each task order shall be submitted in an original and one copy to the CO for Cost Reimbursement task orders or for Firm Fixed task order invoices submit to the COR.

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

(c) For Cost Reimbursement task order invoices must be supported by a breakdown, for each contract line item number, of costs incurred in each cost element, billable portion of fee (if applicable) and travel with receipts. Under the direct labor element, effort must be itemized by billable employee/labor category, separating straight time, and overtime charges.

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

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

**G.8 GS1116 PAYMENT OFFICE**

**FEBRUARY 2005**

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

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 31 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 GS0330 SECTION 508 APPLICABLE STANDARDS

JULY 2001

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

Standards applicable to this acquisition include:

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

The full text of the above referenced standards can be found at: [http://www.section508.gov/final\\_text.html](http://www.section508.gov/final_text.html).

### H.2 GS1308 COMPLIANCE WITH SUBCONTRACTING LIMITATIONS - INDEFINITE DELIVERY CONTRACTS

JULY 2008

- (a) Every 6 months from the contract effective date, the contractor will report on the nature and volume of subcontracting under this contract, with supporting cost detail necessary to demonstrate compliance with the subcontracting limitations in FAR 52.219-14 and any set-aside clause contained herein.
- (b) The report will be delivered to the Contracting Officer administering the contract no later than 30 days after the end of each 6 month reporting period.

### H.3 GS1310 ORGANIZATIONAL CONFLICTS OF INTEREST-- GENERAL

JULY 2001

- (a) The term "organizational conflict of interest" means a situation where a contractor has interests, either due to its other activities or its relationships with other organizations, which place it in a position that may be unsatisfactory or unfavorable (i) from the Government's standpoint in being able to secure impartial, technically sound, objective assistance and advice from the contractor, or in securing the advantages of adequate competition in its procurement; or (ii) from industry's standpoint in that unfair competitive advantages may accrue to the contractor in question.
- (b) The contractor agrees that, if after award he discovers an organizational conflict of interest with respect to this contract, he shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the action which the contractor has taken or proposes to take to avoid, eliminate, or

neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interests of the Government.

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

**H.4 GS1311 RESTRICTION ON FUTURE CONTRACTING WITH USGS JULY 2001**

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

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

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

**H.5 GS1326 INDEMNITY JULY 2001**

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

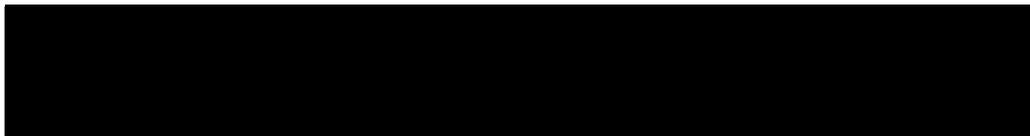
The contractor hereby agrees to indemnify and hold the Government harmless in connection with, any loss or liability from damage to or destruction of property or from injuries to or death of persons (including the agents and employees of both parties) if such damage, destruction, injury or death arises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

**H.6 GS1330 KEY PERSONNEL JULY 2001**

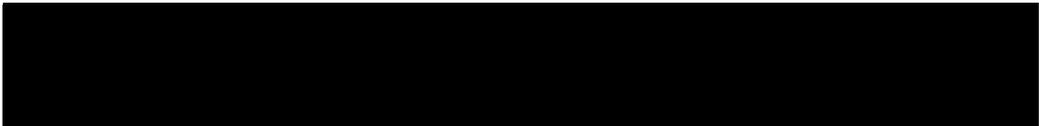
(a) The Contractor shall assign to this contract the following key personnel to the identified positions/functions:

**Position/Function**

**Name**



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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 33 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|



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

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

#### **H.7 GS1332 CONTRACTOR'S REPRESENTATIVE**

**JULY 2001**

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

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

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

#### **H.8 GS1338 NOTICE TO THE GOVERNMENT OF DELAYS (JUL 2001) (MODIFIED)**

(a) In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or any date, or whenever the Contractor

|                       |                            |   |               |
|-----------------------|----------------------------|---|---------------|
| <b>Award/Contract</b> | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 34 of 73 |
|-----------------------|----------------------------|---|---------------|

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

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

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

**H.9 GS1346 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT -- GOVERNMENT-OWNED FACILITIES/EQUIPMENT APRIL 2003**

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

**H.10 GS1348 ACCIDENT REPORTING APRIL 2003**

If an accident occurs on Government-controlled facilities, a report must be provided to the Contracting Officer's Representative and the Contracting Officer within 24 hours. An accident is defined as an event which causes injury, illness, or loss or damage to Government-owned or private property. The contractor will cooperate with any ensuing Government accident investigation.

**H.11 GS1350 SUPERVISION OF CONTRACTOR'S EMPLOYEES JULY 2007**

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

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

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

(d) The contractor's employees and subcontractors must make clear, in dealings with the public, federal employees, or other contractors that they are not federal employees. To minimize possible confusion, contractors and subcontractors are not permitted to wear clothing or other items (apart from official identity

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 35 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

credential) bearing the name, logo, or seal of the U.S. Geological Survey while performing work under this contract.

**H.12 GS1352 SUBCONTRACTING RESTRICTION (MODIFIED) JULY 2001**

Except as specifically approved in writing, in advance, by the Contracting Officer, the contractor shall not subcontract any work to be performed hereunder. It is contemplated that approval will be given for subcontracting certain phases of the work when, in the opinion of the COR and the Contracting Officer, such subcontracting will not adversely affect the quality or delivery of the final product nor the difficulty or cost of inspection and testing. Requests for approval to subcontract shall be submitted, in writing, to the Contracting Officer.

Consent is given to the following subcontracts:

| <b>Subcontractor Name</b> | <b>Subcontract Type</b>   |
|---------------------------|---------------------------|
| [REDACTED]                | Small Disadvantaged, 8(a) |

**H.13 GS1359 TRAVEL AND TRANSPORTATION JULY 2001**

(a) The contractor shall be reimbursed for actual transportation costs and travel allowances of contractor employees in accordance with the travel cost principle in FAR 31.205, and Government Travel Regulations. Charges exceeding the amounts established in the Government Travel Regulations for individuals engaged in comparable functions may be disallowed as unreasonable unless approved in advance by the Contracting Officer.

(b) Costs for air transportation will not be reimbursed in an amount greater than the cost of commercially scheduled economy class (tourist) air travel by the most expeditious route, except as provided in the applicable cost principles cited in paragraph (a) above.

(c) All travel itineraries not included in the contractor's approved cost proposal for the contract or individual task order must receive the prior written approval of the contracting officer's representative. If additional funds are required to complete travel, the Contracting Officer must be notified.

**H.14 GS1362 NONPERSONAL SERVICES JULY 2007**

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

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 36 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

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

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

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

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

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

The following documents may be accessed electronically at these addresses:

- NIST Special Publications: <http://csrc.nist.gov/publications/nistpubs/>
- Federal Information Processing Standards: <http://csrc.nist.gov/publications/fips/>
- DOI Privacy Impact Assessment: [http://www.doi.gov/ocio/privacy/DOI%20PIA\\_03.01.04.doc](http://www.doi.gov/ocio/privacy/DOI%20PIA_03.01.04.doc)
- Secretarial Order 3255, Delegation of Authority for Certification and Accreditation of Information Technology Systems: [http://elips.doi.gov/app\\_so/index.cfm?fuseaction=home](http://elips.doi.gov/app_so/index.cfm?fuseaction=home)

The following Department of the Interior documents are not publicly available.

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

**H.17 GS1386 OTHER DIRECT COSTS JULY 2001**

For the categories listed, direct costs in excess of the following are not allowable as a direct charge to this contract without the prior written approval of the Contracting Officer:

| <b>Period</b> | <b>Cost Elements and Maximum Amounts</b>   |
|---------------|--|
| Base Period   | To be delineated in individual task orders |
| Option Year 1 | To be delineated in individual task orders |
| Option Year 2 | To be delineated in individual task orders |
| Option Year 3 | To be delineated in individual task orders |

|                       |                                   |  |               |
|-----------------------|-----------------------------------|--|---------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | Page 37 of 73 |
|-----------------------|-----------------------------------|--|---------------|

Option Year 4

To be delineated in individual task orders

**H.18 GS1391 COMPLETION FORM CONTRACT (CPFF)**

**JULY 2001**

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

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

**H.19 GS1396 RELEASE OF INFORMATION**

**JULY 2001**

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

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

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

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

**H.20 GS1398 PRINTING RESTRICTION**

**JULY 2001**

Unless otherwise specified in this contract, 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.

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 38 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

**H.21 GS1406 CONFIDENTIALITY OF DATA**

**OCTOBER 2005**

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

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

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

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

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

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

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

**H.22 GS1410 GOVERNMENT-FURNISHED DATA - MODIFIED**

**JULY 2001**

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

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

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

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 39 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

**H.23 GS1413 GOVERNMENT PROPERTY -- USE AT GOVERNMENT FACILITY JULY 2001**

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

**Description                      Quantity**

**See Section J, Attachment G**

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

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

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

**H.24 GS1414 CONTRACTOR PERSONNEL CLEARANCE AND IDENTITY CREDENTIALS NOVEMBER 2005**

(a) During all operations on Government premises, contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility.

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

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

(c) Each contractor (or subcontractor) employee requiring recurring access to USGS facilities will be required to obtain a USGS-issued identification badge. Government-issued identity credentials must be worn upon entry

|                       |                            |   |               |
|-----------------------|----------------------------|---|---------------|
| <b>Award/Contract</b> | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 40 of 73 |
|-----------------------|----------------------------|---|---------------|

and displayed at all times while on federally controlled property, unless otherwise instructed by the COR. Prior to obtaining the badge, the contractor is required to initiate a background suitability check on each such employee in accordance with USGS National Security Position Handbook. The type of background investigation required is based on the risk/sensitivity level designation, as described in the Statement of Work. This clearance/credential requirement does not apply if the contractor does not have any unsupervised IT system access and will only need building access for less than 6 months or only occasional building access (such as for periodic equipment maintenance). In those cases, building procedures for visitors will be applied.

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

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

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

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

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 41 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

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

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

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

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

## **H.25 GS1415 ACCESS TO GOVERNMENT FACILITIES**

**JULY 2001**

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

## **H.26 GS1416 STORAGE SPACE FOR CONTRACTOR'S USE**

**JULY 2001**

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

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

## **H.27 GS1417 UTILITIES PROVIDED**

**JULY 2001**

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

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 42 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

**H.28 GS1420 USE OF GOVERNMENT COMPUTERS**

**APRIL 2008**

(a) USGS rules regarding security of information technology systems apply to all personnel with access to Government IT equipment or data or to non-Government computer equipment (e.g. company or personal laptops) connected to USGS systems, networks or internet services. The rules are contained in the following directives:

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

(2) USGS Computer And Network Security Handbook (available internally only)

(b) In performance of the contract, it is the responsibility of the contractor to ensure that all of their personnel with USGS computer system access follow and adhere to the USGS computer and information systems security policies, standard, and procedures and abide by the USGS Rules of Behavior, as described in the USGS Computer And Network Security Handbook.

(c) The contractor and its employees and subcontractors shall not install any personal or company-owned software or applications on Government-owned equipment without the express permission of the COR. Use of unnecessary user applications (e.g., personal use of external instant messaging, desktop search engine, peer-to-peer file sharing services), and services that are not needed or duplicate the Government-provided equivalents (e.g., alternate e-mail services) is prohibited. Contractors will cooperate in any software management assessments and software user surveys.

(d) If employees of the contractor or any of its subcontractors are given user accounts in USGS email systems, the Contractor will ensure that they have correctly identified themselves in the email system as contractors and have included the name of their company in the directory and in an automatic signature line, so that any email correspondence is readily recognized as coming from a contractor rather than a USGS employee.

**H.29 GS1431 CONTRACT MAXIMUM**

**JULY 2001**

The total amount of all orders placed under this contract shall not exceed \$300,000,000.00 over the life of this contract to include the base and all option years.

**H.30 GS1432 CONTRACT GUARANTEED MINIMUM**

**JULY 2001**

(a) During the effective contract period, the Government shall order at least the stated minimum quantity for each individual line item in Section B. If no minimum quantities are stated, the Government shall order quantities totaling a minimum of \$1,000,000.00.

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

(c) If the Government fails to place orders for the minimums computed under paragraph (a), above, the contractor will not be entitled to payment of the contract price for the unordered quantities, but will be entitled

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 43 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

to damages suffered as a result of the Government's failure to order the minimum quantity. If the Government notifies the contractor, prior to expiration of the contract ordering period, that the contract minimum will not be required, such action will constitute a Termination for Convenience of the Government, and the Contractor will be entitled to recover under the Termination for Convenience clause of the contract.

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

**H.31 GS1438 TASK AND DELIVERY ORDER OMBUDSMAN JULY 2007**

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

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

**H.32 GS1440 WAGE DETERMINATION APPLICABLE JULY 2001**

In the performance of this contract, the contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number 2005-3025, Revision 10, dated May 26, 2009. The wage determination is incorporated into this contract as Attachment A.

**H.33 GS1430 ORDERING AUTHORITY AND PROCEDURES JULY 2001**

(a) Orders under this contract may be issued by warranted contracting officers of the following activity(ies):

U.S. Geological Survey  
Office of Acquisition and Grants  
12201 Sunrise Valley Drive, Mail Stop 205  
Reston VA 20192

(b) All orders will be placed in writing using USGS Optional Form 347 or an electronic equivalent if issued through an electronic commerce system. As a minimum, each order will contain the following information: 1) contract and order numbers, 2) date of order, 3) contract line item numbers, descriptions, contract unit prices and amounts (or estimated cost and fee, as applicable), 4) delivery or performance date, 5) place of delivery or performance, 6) accounting and appropriation data, and 7) signature of an authorized ordering official.

**H.34 GS1433 REQUIRING ACTIVITIES JULY 2001**

The activity whose requirements must be ordered under this contract is:

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 44 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

U.S. Geological Survey  
Earth Resources Observation and Science Center  
47914 252<sup>nd</sup> Street  
Sioux Falls, SD 57198

**H.35 52.228-3 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) APR 1984**

The Contractor shall:

- (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires and
- (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.
- (c) Those expenses (Defense Base Act coverage and associated expenses) beyond the contractor's accounting practices shall be allowable as a direct cost under the contract with prior approval from the contracting officer.

(End of Clause)

**H.36 52.228-4 WORKERS COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS APR 1984**

(a) This paragraph applies if the Contractor employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to workers' compensation insurance under the Defense Base Act (42 U.S.C. 1651, *et seq.*). On behalf of employees for whom the applicability of the Defense Base Act has been waived, the Contractor shall

(1) provide, before commencing performance under this contract, at least that workers' compensation insurance or the equivalent as the laws of the country of which these employees are nationals may require, and

(2) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act would apply but for the waiver, a clause similar to this paragraph (a) (including this sentence) imposing upon those subcontractors this requirement to provide such workers' compensation insurance coverage.

(b) This paragraph applies if the Contractor or any subcontractor under this contract employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to the War Hazards Compensation Act (42 U.S.C. 1701, *et seq.*). On behalf of employees for whom the applicability of the Defense Base Act (and hence that of the War Hazards Compensation Act) has been waived, the Contractor shall, subject to reimbursement as provided elsewhere in this contract, afford the same protection as that provided in the War Hazards Compensation Act, except that the level of benefits shall conform to any law or international agreement controlling the benefits to which the employees may be entitled. In all other respects, the standards of the War Hazards Compensation Act shall apply; *e.g.*, the definition of war-hazard risks (injury, death, capture, or

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|-----------------------|-----------------------------------|--|---------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | Page 45 of 73 |
|-----------------------|-----------------------------------|--|---------------|

detention as the result of a war hazard as defined in the Act), proof of loss, and exclusion of benefits otherwise covered by workers' compensation insurance or the equivalent. Unless the Contractor elects to assume directly the liability to subcontractor employees created by this clause, the Contractor shall insert, in all subcontracts under this contract to which the War Hazards Compensation Act would apply but for the waiver, a clause similar to this paragraph (b) (including this sentence) imposing upon those subcontractors this requirement to provide war-hazard benefits.

### **H.37 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.38 CONTRACTOR EMPLOYEES**

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

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

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

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

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 46 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

## SECTION I -- CONTRACT CLAUSES

### I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

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

[Insert one or more Internet addresses]

| Clause    | Title  | Date           |
|-----------|--|----------------|
| 52.202-01 | Definitions  | July 2004      |
| 52.203-03 | Gratuities   | April 1984     |
| 52.203-05 | Covenant Against Contingent Fees   | April 1984     |
| 52.203-06 | Restrictions on Subcontractor Sales to the Government  | September 2006 |
| 52.203-07 | Anti-Kickback Procedures   | July 1995      |
| 52.203-08 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity   | January 1997   |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity   | January 1997   |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions   | September 2007 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct   | April 2010     |
| 52.204-02 | Security Requirements  | August 1996    |
| 52.204-04 | Printed or Copied Double-Sided on Recycled Paper   | August 2000    |
| 52.204-07 | Central Contractor Registration  | April 2008     |
| 52.204-09 | Personal Identity Verification of Contractor Personnel   | September 2007 |
| 52.209-06 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment | September 2006 |
| 52.215-02 | Audit and Records--Negotiation   | March 2009     |
| 52.215-08 | Order of Precedence--Uniform Contract Format   | October 1997   |
| 52.215-10 | Price Reduction for Defective Cost or Pricing Data   | October 1997   |
| 52.215-11 | Price Reduction for Defective Cost or Pricing Data--Modifications  | October 1997   |
| 52.215-13 | Subcontractor Cost or Pricing Data -- Modifications  | October 1997   |
| 52.215-14 | Integrity of Unit Prices   | October 1997   |
| 52.215-17 | Waiver of Facilities Capital Cost of Money   | October 1997   |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions                                   | July 2005      |
| 52.215-21 | Requirements for Cost or Pricing Data or Information   | October 1997   |

|                       |                                   |  |               |
|-----------------------|-----------------------------------|--|---------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | Page 47 of 73 |
|-----------------------|-----------------------------------|--|---------------|

|           | Other Than Cost or Pricing Data – Modifications.   |                |
|-----------|--|----------------|
| 52.215-23 | Limitations on Pass-Through Charges  | October 2009   |
| 52.216-07 | Allowable Cost and Payment   | December 2002  |
| 52.216-08 | Fixed Fee  | March 1997     |
| 52.216-18 | Ordering   | October 1995   |
| 52.216-19 | Order Limitations  | October 1995   |
| 52.216-22 | Indefinite Quantity  | October 1995   |
| 52.219-08 | Utilization of Small Business Concerns   | May 2004       |
| 52.219-09 | Small Business Subcontracting Plan   | April 2008     |
| 52.219-14 | Limitations On Subcontracting  | December 1996  |
| 52.219-16 | Liquidated Damages -- Subcontracting Plan  | January 1999   |
| 52.219-23 | Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns                            | October 2008   |
| 52.222-01 | Notice to the Government of Labor Disputes   | February 1997  |
| 52.222-02 | Payment for Overtime Premiums  | July 1990      |
| 52.222-03 | Convict Labor  | June 2003      |
| 52.222-04 | Contract Work Hours and Safety Standards Act - Overtime Compensation                                       | July 2005      |
| 52.222-21 | Prohibition of Segregated Facilities   | February 1999  |
| 52.222-26 | Equal Opportunity  | March 2007     |
| 52.222-29 | Notification of Visa Denial  | June 2003      |
| 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans  | September 2006 |
| 52.222-36 | Affirmative Action For Workers with Disabilities   | June 1998      |
| 52.222-37 | Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans  | September 2006 |
| 52.222-41 | Service Contract Act of 1965   | November 2007  |
| 52.222-43 | Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) | September 2009 |
| 52.222-50 | Combating Trafficking in Persons   | February 2009  |
| 52.222-54 | Employment Eligibility Verification  | January 2009   |
| 52.223-03 | Hazardous Material Identification and Material Safety Data   | January 1997   |
| 52.223-05 | Pollution Prevention and Right-to-Know Information   | August 2003    |
| 52.223-06 | Drug-Free Workplace  | May 2001       |
| 52.223-10 | Waste Reduction Program  | August 2000    |
| 52.223-14 | Toxic Chemical Release Reporting   | August 2003    |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products   | December 2007  |
| 52.223-16 | IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products                          | December 2007  |
| 52.224-01 | Privacy Act Notification   | April 1984     |
| 52.224-02 | Privacy Act  | April 1984     |
| 52.225-05 | Trade Agreements   | August 2009    |

|                       |                                   |  |               |
|-----------------------|-----------------------------------|--|---------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | Page 48 of 73 |
|-----------------------|-----------------------------------|--|---------------|

|                  |  |               |
|------------------|--|---------------|
| 52.225-13        | Restrictions on Certain Foreign Purchases                            | June 2008     |
| 52.227-01        | Authorization and Consent  | December 2007 |
| 52.227-02        | Notice and Assistance Regarding Patent and Copy Infringement         | December 2007 |
| 52.227-14        | Rights in Data--General  | December 2007 |
| 52.227-16        | Additional Data Requirements   | June 1987     |
| 52.227-17        | Rights In Data--Special Works  | December 2007 |
| 52.228-03        | Workers Compensation Insurance (Defense Base Act)                    | April 1984    |
| 52.228-04        | Worker Compensation and War-Hazard Insurance Overseas                | April 1984    |
| 52.228-05        | Insurance - Work on a Government Installation                        | January 1997  |
| 52.228-07        | Insurance--Liability to Third Persons                                | March 1996    |
| 52.229-03        | Federal, State, and Local Taxes                                      | April 2003    |
| 52.230-02        | Cost Accounting Standards  | October 2008  |
| 52.230-06        | Administration of Cost Accounting Standards                          | March 2008    |
| 52.232-01        | Payments   | April 1984    |
| 52.232-02        | Payments under Fixed-Price Research and Development Contracts        | April 1984    |
| 52.232-08        | Discounts for Prompt Payment   | February 2002 |
| 52.232-09        | Limitation on Withholding of Payments                                | April 1984    |
| 52.232-11        | Extras   | April 1984    |
| 52.232-16        | Progress Payments  | July 2009     |
| 52.232-17        | Interest   | October 2008  |
| 52.232-18        | Availability of Funds  | April 1984    |
| 52.232-19        | Availability of Funds for the Next Fiscal Year                       | April 1984    |
| 52.232-20        | Limitation of Cost   | April 1984    |
| 52.232-22        | Limitation of Funds  | April 1984    |
| 52.232-23        | Assignment of Claims   | January 1986  |
| 52.232-25        | Prompt Payment   | October 2008  |
| 52.232-33        | Payment by Electronic Funds Transfer-Central Contractor Registration | October 2003  |
| 52.233-01        | Disputes   | July 2002     |
| 52.233-03        | Protest after Award  | August 1996   |
| 52.233-04        | Applicable Law for Breach of Contract Claim                          | October 2004  |
| 52.237-02        | Protection of Government Buildings, Equipment, And Vegetation        | April 1984    |
| 52.237-03        | Continuity of Services   | January 1991  |
| 52.239-01        | Privacy or Security Safeguards                                       | August 1996   |
| 52.241-04        | Change in Class of Service   | February 1995 |
| 52.242-01        | Notice of Intent to Disallow Costs                                   | April 1984    |
| 52.242-03        | Penalties for Unallowable Costs                                      | May 2001      |
| 52.242-04        | Certification of Final Indirect Costs                                | January 1997  |
| 52.242-13        | Bankruptcy   | July 1995     |
| 52.243-01 Alt II | Changes--Fixed Price (Aug 1987) - Alternate II                       | April 1984    |
| 52.243-02 Alt II | Changes -- Cost-Reimbursement - Alternate II                         | April 1984    |

|                       |                                   |  |               |
|-----------------------|-----------------------------------|--|---------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | Page 49 of 73 |
|-----------------------|-----------------------------------|--|---------------|

|           |  |               |
|-----------|--|---------------|
| 52.243-07 | Notification of Changes  | April 1984    |
| 52.244-02 | Subcontracts   | June 2007     |
| 52.244-05 | Competition In Subcontracting  | December 1996 |
| 52.244-06 | Subcontracts for Commercial Items  | December 2009 |
| 52.245-01 | Government Property  | June 2007     |
| 52.245-09 | Use and Charges  | June 2007     |
| 52.246-17 | Warranty of Supplies of a Noncomplex Nature                              | June 2003     |
| 52.246-25 | Limitation of Liability--Services  | February 1997 |
| 52.248-01 | Value Engineering  | February 2000 |
| 52.249-02 | Termination for Convenience of the Government<br>(Fixed-Price)           | May 2004      |
| 52.249-04 | Termination for Convenience of the Government<br>(Services) (Short Form) | April 1984    |
| 52.249-06 | Termination (Cost-Reimbursement)   | May 2004      |
| 52.249-08 | Default (Fixed-Price Supply and Service)                                 | April 1984    |
| 52.249-14 | Excusable Delays   | April 1984    |
| 52.251-01 | Government Supply Sources  | April 1984    |

**I.2 1452.204- 70 RELEASE OF CLAIMS -- DEPARTMENT OF THE INTERIOR (JUL 1996) JULY 1996**

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

**I.3 1452.215- 71 USE AND DISCLOSURE OF PROPOSAL INFORMATION -- DEPARTMENT OF THE INTERIOR (APR 1984) APRIL 1984**

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

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

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

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 50 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

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

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

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

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

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

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

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

(End of provision)

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|-----------------------|-----------------------------------|--|---------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | Page 51 of 73 |
|-----------------------|-----------------------------------|--|---------------|

**I.4 1452.228-70 LIABILITY INSURANCE - DEPARTMENT OF THE INTERIOR (MODIFIED) JULY 1998**

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

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

- \$100,000.00 each person
- \$500,000.00 each occurrence
- \$100,000.00 property damage

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

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

{End of clause}

**I.5 52.209-08 UPDATED OF INFORMATION REGARDING RESPONSIBILITY MATTERS APRIL 2010**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by entering the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(b)

- (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the contractor revises them.
- (3) With the exception of the Contractor, only Government personnel and authorized users performing business on behalf of the Government will be able to view the Contractor's record in the system. Public requests for system information will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 52 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

**I.6 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES**

**OCTOBER 1997**

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

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

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

(b) The Contractor shall--

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

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

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

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

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

**I.7 52.216-18 ORDERING**

**OCTOBER 1995**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from August 1, 2010 through May 31, 2015.

(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 52.216-19 ORDERING LIMITATIONS**

**OCTOBER 1995**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000,000 for the term of the contract, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

|                       |                            |   |               |
|-----------------------|----------------------------|---|---------------|
| <b>Award/Contract</b> | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 53 of 73 |
|-----------------------|----------------------------|---|---------------|

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

- (1) Any order for a single item in excess of the not-to-exceed ceiling for the current base or option year;
- (2) Any order for a combination of items in excess of the not-to-exceed ceiling for the current base or option year; or
- (3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 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 52.216-22 INDEFINITE QUANTITY**

**OCTOBER 1995**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after May 31, 2015.

(End of Clause)

**I.10 52.216-24 LIMITATION OF GOVERNMENT LIABILITY**

**APRIL 1984**

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

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

**I.11 52.217-08 OPTION TO EXTEND SERVICES**

**NOVEMBER 1999**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days from the expiration of the contract.

(End of clause)

**I.12 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of clause)

**I.13 52.222.42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL MAY 1989  
HIRES**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:  
It is not a Wage Determination*

| <b>Employee Class</b>                              | <b>Monetary Wage -- Fringe Benefits</b> |
|--|---|
| <b>TO BE COMPLETED UNDER<br/>MODIFICATION 0001</b> |   |
|  |   |
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|                       |                                   |  |                      |
|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 55 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

(End of Clause)

**I.14 52.230-03 DISCLOSURE AND CONSISTENCY OF COST  
ACCOUNTING PRACTICES**

**OCTOBER 2008**

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

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

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

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

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

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

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

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

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

|                       |                            |   |               |
|-----------------------|----------------------------|---|---------------|
| <b>Award/Contract</b> | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 56 of 73 |
|-----------------------|----------------------------|---|---------------|

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

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

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

(End of clause)

**I.15 52.232-32 PERFORMANCE-BASED PAYMENTS**

**JANUARY 2008**

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the \_\_\_\_\_ [*Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30<sup>th</sup>"*] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

|                       |                            |   |               |
|-----------------------|----------------------------|---|---------------|
| <b>Award/Contract</b> | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 57 of 73 |
|-----------------------|----------------------------|---|---------------|

(d) *Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
- (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

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|----------------|----------------------------|---|---------------|
| Award/Contract | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 58 of 73 |
|----------------|----------------------------|---|---------------|

- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.
- (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --
- (i) Delivered to, and accepted by, the Government under this contract; or
  - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.
- (i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.
- (j) *Special terms regarding default.* If this contract is terminated under the Default clause,
- (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and
  - (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

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|-----------------------|----------------------------|---|---------------|
| <b>Award/Contract</b> | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 59 of 73 |
|-----------------------|----------------------------|---|---------------|

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall --

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

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|-----------------------|-----------------------------------|--|---------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | Page 60 of 73 |
|-----------------------|-----------------------------------|--|---------------|

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

**I.16 1452.203- RESTRICTION ON ENDORSEMENTS--DEPARTMENT JULY 1996**  
**70 OF THE INTERIOR**

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.

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**SECTION J – LIST OF ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS**

| <b>Document</b> | <b>Title</b>                                 | <b>No. of Pages</b> |
|-----------------|--|---------------------|
| Attachment A    | Wage Determination (Sioux Falls)             | 11                  |
| Attachment B    | Non-Disclosure Agreement                     | 1                   |
| Attachment C    | Release of Claims                            | 1                   |
| Attachment D    | Information Technology Security Requirements | 4                   |
| Attachment E    | DD 254 Form                                  | 2                   |
| Attachment F    | EVM  | 9                   |
| Attachment G    | Government Furnished Property                | 64                  |

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

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

**NOTE: The contractor’s technical and business proposals dated November 20, 2009 and March 15, 2010 are accepted.**

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 62 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

**ATTACHMENT A**

WD 05-3025 (Rev.-10) was first posted on www.wdol.gov on 06/02/2009

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 WASHINGTON D.C. 20210

Wage Determination No.: 2005-3025

Shirley F. Ebbesen      Division of |      Revision No.: 10  
 Director              Wage Determinations |      Date Of Revision: 05/26/2009

State: South Dakota

Area: South Dakota Counties of Aurora, Beadle, Bon Homme, Brookings, Brown, Brule, Buffalo, Campbell, Charles Mix, Clark, Clay, Codington, Davison, Day, Deuel, Douglas, Edmunds, Faulk, Grant, Hamlin, Hand, Hanson, Hughes, Hutchinson, Hyde, Jerauld, Kingsbury, Lake, Lincoln, Marshall, McCook, McPherson, Miner, Minnehaha, Moody, Potter, Roberts, Sanborn, Spink, Sully, Turner, Union, Walworth, Yankton

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

| OCCUPATION CODE - TITLE                                 | FOOTNOTE | RATE  |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations |          |       |
| 01011 - Accounting Clerk I                              |          | 11.40 |
| 01012 - Accounting Clerk II                             |          | 12.82 |
| 01013 - Accounting Clerk III                            |          | 14.78 |
| 01020 - Administrative Assistant                        |          | 17.09 |
| 01040 - Court Reporter                                  |          | 12.82 |
| 01051 - Data Entry Operator I                           |          | 10.98 |
| 01052 - Data Entry Operator II                          |          | 11.98 |
| 01060 - Dispatcher, Motor Vehicle                       |          | 14.87 |
| 01070 - Document Preparation Clerk                      |          | 10.57 |
| 01090 - Duplicating Machine Operator                    |          | 10.57 |
| 01111 - General Clerk I                                 |          | 10.00 |
| 01112 - General Clerk II                                |          | 10.90 |
| 01113 - General Clerk III                               |          | 12.86 |
| 01120 - Housing Referral Assistant                      |          | 14.93 |
| 01141 - Messenger Courier                               |          | 9.21  |
| 01191 - Order Clerk I                                   |          | 11.18 |
| 01192 - Order Clerk II                                  |          | 12.29 |
| 01261 - Personnel Assistant (Employment) I              |          | 12.04 |
| 01262 - Personnel Assistant (Employment) II             |          | 13.53 |
| 01263 - Personnel Assistant (Employment) III            |          | 15.01 |
| 01270 - Production Control Clerk                        |          | 15.53 |
| 01280 - Receptionist                                    |          | 10.74 |
| 01290 - Rental Clerk                                    |          | 10.16 |
| 01300 - Scheduler, Maintenance                          |          | 11.47 |
| 01311 - Secretary I                                     |          | 11.47 |
| 01312 - Secretary II                                    |          | 12.82 |

| Award/Contract | Document No. | Document Title                      | Page 63 of 73 |
|----------------|--------------|-------------------------------------|---------------|
|                | G10PC00044   | Technical Support Services Contract |               |

|  |       |
|--|-------|
| 01313 - Secretary III                                | 15.18 |
| 01320 - Service Order Dispatcher                     | 12.78 |
| 01410 - Supply Technician                            | 17.09 |
| 01420 - Survey Worker                                | 12.15 |
| 01531 - Travel Clerk I                               | 12.17 |
| 01532 - Travel Clerk II                              | 12.94 |
| 01533 - Travel Clerk III                             | 13.73 |
| 01611 - Word Processor I                             | 10.20 |
| 01612 - Word Processor II                            | 11.47 |
| 01613 - Word Processor III                           | 13.05 |
| 05000 - Automotive Service Occupations               |       |
| 05005 - Automobile Body Repairer, Fiberglass         | 16.16 |
| 05010 - Automotive Electrician                       | 15.36 |
| 05040 - Automotive Glass Installer                   | 14.63 |
| 05070 - Automotive Worker                            | 14.63 |
| 05110 - Mobile Equipment Servicer                    | 13.13 |
| 05130 - Motor Equipment Metal Mechanic               | 16.09 |
| 05160 - Motor Equipment Metal Worker                 | 14.63 |
| 05190 - Motor Vehicle Mechanic                       | 16.09 |
| 05220 - Motor Vehicle Mechanic Helper                | 12.41 |
| 05250 - Motor Vehicle Upholstery Worker              | 13.88 |
| 05280 - Motor Vehicle Wrecker                        | 14.63 |
| 05310 - Painter, Automotive                          | 15.36 |
| 05340 - Radiator Repair Specialist                   | 14.63 |
| 05370 - Tire Repairer                                | 10.36 |
| 05400 - Transmission Repair Specialist               | 16.09 |
| 07000 - Food Preparation And Service Occupations     |       |
| 07010 - Baker  | 10.77 |
| 07041 - Cook I                                       | 9.88  |
| 07042 - Cook II                                      | 10.98 |
| 07070 - Dishwasher                                   | 7.94  |
| 07130 - Food Service Worker                          | 8.75  |
| 07210 - Meat Cutter                                  | 12.65 |
| 07260 - Waiter/Waitress                              | 7.54  |
| 09000 - Furniture Maintenance And Repair Occupations |       |
| 09010 - Electrostatic Spray Painter                  | 12.53 |
| 09040 - Furniture Handler                            | 9.34  |
| 09080 - Furniture Refinisher                         | 13.78 |
| 09090 - Furniture Refinisher Helper                  | 10.94 |
| 09110 - Furniture Repairer, Minor                    | 12.40 |
| 09130 - Upholsterer                                  | 13.78 |
| 11000 - General Services And Support Occupations     |       |
| 11030 - Cleaner, Vehicles                            | 8.20  |
| 11060 - Elevator Operator                            | 9.27  |
| 11090 - Gardener                                     | 13.77 |
| 11122 - Housekeeping Aide                            | 9.27  |
| 11150 - Janitor                                      | 10.03 |
| 11210 - Laborer, Grounds Maintenance                 | 10.99 |
| 11240 - Maid or Houseman                             | 8.86  |
| 11260 - Pruner                                       | 10.55 |
| 11270 - Tractor Operator                             | 12.83 |
| 11330 - Trail Maintenance Worker                     | 10.99 |
| 11360 - Window Cleaner                               | 10.92 |

| Award/Contract | Document No. | Document Title                      | Page 64 of 73 |
|----------------|--------------|-------------------------------------|---------------|
|                | G10PC00044   | Technical Support Services Contract |               |

|  |       |  |
|--|-------|--|
| 12000 - Health Occupations                                   |       |  |
| 12010 - Ambulance Driver                                     | 14.25 |  |
| 12011 - Breath Alcohol Technician                            | 14.74 |  |
| 12012 - Certified Occupational Therapist Assistant           | 15.94 |  |
| 12015 - Certified Physical Therapist Assistant               | 14.10 |  |
| 12020 - Dental Assistant                                     | 14.72 |  |
| 12025 - Dental Hygienist                                     | 26.84 |  |
| 12030 - EKG Technician                                       | 21.75 |  |
| 12035 - Electroneurodiagnostic Technologist                  | 21.75 |  |
| 12040 - Emergency Medical Technician                         | 14.25 |  |
| 12071 - Licensed Practical Nurse I                           | 12.43 |  |
| 12072 - Licensed Practical Nurse II                          | 13.83 |  |
| 12073 - Licensed Practical Nurse III                         | 15.54 |  |
| 12100 - Medical Assistant                                    | 12.06 |  |
| 12130 - Medical Laboratory Technician                        | 14.61 |  |
| 12160 - Medical Record Clerk                                 | 12.51 |  |
| 12190 - Medical Record Technician                            | 16.23 |  |
| 12195 - Medical Transcriptionist                             | 14.18 |  |
| 12210 - Nuclear Medicine Technologist                        | 25.63 |  |
| 12221 - Nursing Assistant I                                  | 9.82  |  |
| 12222 - Nursing Assistant II                                 | 11.17 |  |
| 12223 - Nursing Assistant III                                | 12.17 |  |
| 12224 - Nursing Assistant IV                                 | 13.62 |  |
| 12235 - Optical Dispenser                                    | 14.08 |  |
| 12236 - Optical Technician                                   | 12.15 |  |
| 12250 - Pharmacy Technician                                  | 14.75 |  |
| 12280 - Phlebotomist   | 13.62 |  |
| 12305 - Radiologic Technologist                              | 22.20 |  |
| 12311 - Registered Nurse I                                   | 20.65 |  |
| 12312 - Registered Nurse II                                  | 25.32 |  |
| 12313 - Registered Nurse II, Specialist                      | 25.32 |  |
| 12314 - Registered Nurse III                                 | 30.56 |  |
| 12315 - Registered Nurse III, Anesthetist                    | 30.56 |  |
| 12316 - Registered Nurse IV                                  | 36.71 |  |
| 12317 - Scheduler (Drug and Alcohol Testing)                 | 18.26 |  |
| 13000 - Information And Arts Occupations                     |       |  |
| 13011 - Exhibits Specialist I                                | 15.11 |  |
| 13012 - Exhibits Specialist II                               | 18.68 |  |
| 13013 - Exhibits Specialist III                              | 22.89 |  |
| 13041 - Illustrator I  | 14.70 |  |
| 13042 - Illustrator II                                       | 18.21 |  |
| 13043 - Illustrator III                                      | 22.27 |  |
| 13047 - Librarian  | 20.17 |  |
| 13050 - Library Aide/Clerk                                   | 11.70 |  |
| 13054 - Library Information Technology Systems Administrator | 18.21 |  |
| 13058 - Library Technician                                   | 13.14 |  |
| 13061 - Media Specialist I                                   | 13.48 |  |
| 13062 - Media Specialist II                                  | 14.70 |  |
| 13063 - Media Specialist III                                 | 16.39 |  |
| 13071 - Photographer I                                       | 12.74 |  |
| 13072 - Photographer II                                      | 14.24 |  |
| 13073 - Photographer III                                     | 17.64 |  |

|                       |                     |                                     |                      |
|-----------------------|---------------------|-------------------------------------|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b> | <b>Document Title</b>               | <b>Page 65 of 73</b> |
|                       | G10PC00044          | Technical Support Services Contract |                      |

|   |         |       |       |
|---|---------|-------|-------|
| 13074 - Photographer IV   |         | 21.59 |       |
| 13075 - Photographer V  |         | 26.13 |       |
| 13110 - Video Teleconference Technician                         |         |       | 11.40 |
| 14000 - Information Technology Occupations                      |         |       |       |
| 14041 - Computer Operator I                                     |         | 14.10 |       |
| 14042 - Computer Operator II                                    |         | 15.85 |       |
| 14043 - Computer Operator III                                   |         | 17.59 |       |
| 14044 - Computer Operator IV                                    |         | 19.49 |       |
| 14045 - Computer Operator V                                     |         | 21.71 |       |
| 14071 - Computer Programmer I                                   | (see 1) | 17.83 |       |
| 14072 - Computer Programmer II                                  | (see 1) | 22.29 |       |
| 14073 - Computer Programmer III                                 | (see 1) | 27.19 |       |
| 14074 - Computer Programmer IV                                  | (see 1) |       |       |
| 14101 - Computer Systems Analyst I                              | (see 1) |       |       |
| 14102 - Computer Systems Analyst II                             | (see 1) |       |       |
| 14103 - Computer Systems Analyst III                            | (see 1) |       |       |
| 14150 - Peripheral Equipment Operator                           |         | 14.10 |       |
| 14160 - Personal Computer Support Technician                    |         | 22.57 |       |
| 15000 - Instructional Occupations                               |         |       |       |
| 15010 - Aircrew Training Devices Instructor (Non-Rated)         |         | 30.75 |       |
| 15020 - Aircrew Training Devices Instructor (Rated)             |         | 36.31 |       |
| 15030 - Air Crew Training Devices Instructor (Pilot)            |         | 39.94 |       |
| 15050 - Computer Based Training Specialist / Instructor         |         | 24.92 |       |
| 15060 - Educational Technologist                                |         | 21.32 |       |
| 15070 - Flight Instructor (Pilot)                               |         | 39.94 |       |
| 15080 - Graphic Artist  |         | 17.93 |       |
| 15090 - Technical Instructor                                    |         | 15.21 |       |
| 15095 - Technical Instructor/Course Developer                   |         |       | 18.88 |
| 15110 - Test Proctor  |         | 12.27 |       |
| 15120 - Tutor   |         | 12.27 |       |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations |         |       |       |
| 16010 - Assembler   |         | 9.03  |       |
| 16030 - Counter Attendant                                       |         | 9.03  |       |
| 16040 - Dry Cleaner   |         | 10.82 |       |
| 16070 - Finisher, Flatwork, Machine                             |         | 9.03  |       |
| 16090 - Presser, Hand   |         | 9.03  |       |
| 16110 - Presser, Machine, Drycleaning                           |         | 9.03  |       |
| 16130 - Presser, Machine, Shirts                                |         | 9.03  |       |
| 16160 - Presser, Machine, Wearing Apparel, Laundry              |         |       | 9.03  |
| 16190 - Sewing Machine Operator                                 |         | 11.44 |       |
| 16220 - Tailor  |         | 12.11 |       |
| 16250 - Washer, Machine   |         | 9.68  |       |
| 19000 - Machine Tool Operation And Repair Occupations           |         |       |       |
| 19010 - Machine-Tool Operator (Tool Room)                       |         |       | 17.30 |
| 19040 - Tool And Die Maker                                      |         | 21.07 |       |
| 21000 - Materials Handling And Packing Occupations              |         |       |       |
| 21020 - Forklift Operator                                       |         | 12.66 |       |
| 21030 - Material Coordinator                                    |         | 15.53 |       |
| 21040 - Material Expediter                                      |         | 15.53 |       |
| 21050 - Material Handling Laborer                               |         | 12.78 |       |
| 21071 - Order Filler  |         | 10.24 |       |
| 21080 - Production Line Worker (Food Processing)                |         |       | 12.66 |
| 21110 - Shipping Packer   |         | 12.85 |       |

| Award/Contract | Document No. | Document Title                      | Page 66 of 73 |
|----------------|--------------|-------------------------------------|---------------|
|                | G10PC00044   | Technical Support Services Contract |               |

|   |       |
|---|-------|
| 21130 - Shipping/Receiving Clerk  | 12.85 |
| 21140 - Store Worker I  | 10.62 |
| 21150 - Stock Clerk   | 13.93 |
| 21210 - Tools And Parts Attendant   | 12.66 |
| 21410 - Warehouse Specialist  | 12.66 |
| 23000 - Mechanics And Maintenance And Repair Occupations                        |       |
| 23010 - Aerospace Structural Welder   | 22.58 |
| 23021 - Aircraft Mechanic I   | 21.46 |
| 23022 - Aircraft Mechanic II  | 22.58 |
| 23023 - Aircraft Mechanic III   | 23.61 |
| 23040 - Aircraft Mechanic Helper  | 15.82 |
| 23050 - Aircraft, Painter   | 19.63 |
| 23060 - Aircraft Servicer   | 18.11 |
| 23080 - Aircraft Worker   | 19.24 |
| 23110 - Appliance Mechanic  | 16.14 |
| 23120 - Bicycle Repairer  | 10.36 |
| 23125 - Cable Splicer   | 24.80 |
| 23130 - Carpenter, Maintenance  | 16.26 |
| 23140 - Carpet Layer  | 15.95 |
| 23160 - Electrician, Maintenance  | 18.83 |
| 23181 - Electronics Technician Maintenance I                                    | 20.94 |
| 23182 - Electronics Technician Maintenance II                                   | 22.37 |
| 23183 - Electronics Technician Maintenance III                                  | 23.80 |
| 23260 - Fabric Worker   | 14.98 |
| 23290 - Fire Alarm System Mechanic  | 17.21 |
| 23310 - Fire Extinguisher Repairer  | 14.03 |
| 23311 - Fuel Distribution System Mechanic                                       | 22.21 |
| 23312 - Fuel Distribution System Operator                                       | 15.43 |
| 23370 - General Maintenance Worker  | 14.05 |
| 23380 - Ground Support Equipment Mechanic                                       | 21.46 |
| 23381 - Ground Support Equipment Servicer                                       | 18.11 |
| 23382 - Ground Support Equipment Worker   | 19.24 |
| 23391 - Gunsmith I  | 14.03 |
| 23392 - Gunsmith II   | 15.95 |
| 23393 - Gunsmith III  | 17.96 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic                      | 18.64 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 19.59 |
| 23430 - Heavy Equipment Mechanic  | 17.79 |
| 23440 - Heavy Equipment Operator  | 17.21 |
| 23460 - Instrument Mechanic   | 17.21 |
| 23465 - Laboratory/Shelter Mechanic   | 16.95 |
| 23470 - Laborer   | 10.54 |
| 23510 - Locksmith   | 16.95 |
| 23530 - Machinery Maintenance Mechanic  | 17.54 |
| 23550 - Machinist, Maintenance  | 15.88 |
| 23580 - Maintenance Trades Helper   | 12.53 |
| 23591 - Metrology Technician I  | 17.21 |
| 23592 - Metrology Technician II   | 18.32 |
| 23593 - Metrology Technician III  | 19.15 |
| 23640 - Millwright  | 17.96 |
| 23710 - Office Appliance Repairer   | 18.83 |

| Award/Contract | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 67 of 73 |
|----------------|----------------------------|---|---------------|
|----------------|----------------------------|---|---------------|

|   |       |
|---|-------|
| 23760 - Painter, Maintenance                              | 15.16 |
| 23790 - Pipefitter, Maintenance                           | 20.57 |
| 23810 - Plumber, Maintenance                              | 18.34 |
| 23820 - Pneudraulic Systems Mechanic                      | 17.96 |
| 23850 - Rigger  | 17.96 |
| 23870 - Scale Mechanic                                    | 15.95 |
| 23890 - Sheet-Metal Worker, Maintenance                   | 16.26 |
| 23910 - Small Engine Mechanic                             | 15.95 |
| 23931 - Telecommunications Mechanic I                     | 22.58 |
| 23932 - Telecommunications Mechanic II                    | 23.60 |
| 23950 - Telephone Lineman                                 | 17.17 |
| 23960 - Welder, Combination, Maintenance                  | 15.88 |
| 23965 - Well Driller                                      | 17.96 |
| 23970 - Woodcraft Worker                                  | 17.96 |
| 23980 - Woodworker  | 13.44 |
| 24000 - Personal Needs Occupations                        |       |
| 24570 - Child Care Attendant                              | 8.72  |
| 24580 - Child Care Center Clerk                           | 10.87 |
| 24610 - Chore Aide  | 9.76  |
| 24620 - Family Readiness And Support Services Coordinator | 10.38 |
| 24630 - Homemaker   | 15.28 |
| 25000 - Plant And System Operations Occupations           |       |
| 25010 - Boiler Tender                                     | 18.64 |
| 25040 - Sewage Plant Operator                             | 20.21 |
| 25070 - Stationary Engineer                               | 18.64 |
| 25190 - Ventilation Equipment Tender                      | 13.44 |
| 25210 - Water Treatment Plant Operator                    | 20.21 |
| 27000 - Protective Service Occupations                    |       |
| 27004 - Alarm Monitor                                     | 13.98 |
| 27007 - Baggage Inspector                                 | 11.56 |
| 27008 - Corrections Officer                               | 15.42 |
| 27010 - Court Security Officer                            | 15.42 |
| 27030 - Detection Dog Handler                             | 13.98 |
| 27040 - Detention Officer                                 | 15.42 |
| 27070 - Firefighter                                       | 15.42 |
| 27101 - Guard I   | 11.56 |
| 27102 - Guard II  | 13.98 |
| 27131 - Police Officer I                                  | 18.52 |
| 27132 - Police Officer II                                 | 20.58 |
| 28000 - Recreation Occupations                            |       |
| 28041 - Carnival Equipment Operator                       | 9.83  |
| 28042 - Carnival Equipment Repairer                       | 10.51 |
| 28043 - Carnival Equipment Worker                         | 8.81  |
| 28210 - Gate Attendant/Gate Tender                        | 12.98 |
| 28310 - Lifeguard   | 11.01 |
| 28350 - Park Attendant (Aide)                             | 14.47 |
| 28510 - Recreation Aide/Health Facility Attendant         | 10.90 |
| 28515 - Recreation Specialist                             | 16.08 |
| 28630 - Sports Official                                   | 11.59 |
| 28690 - Swimming Pool Operator                            | 15.02 |
| 29000 - Stevedoring/Longshoremen Occupational Services    |       |
| 29010 - Blocker And Bracer                                | 16.90 |

| Award/Contract | Document No. | Document Title                      | Page 68 of 73 |
|----------------|--------------|-------------------------------------|---------------|
|                | G10PC00044   | Technical Support Services Contract |               |

|   |         |       |
|---|---------|-------|
| 29020 - Hatch Tender  | 16.90   |       |
| 29030 - Line Handler  | 16.90   |       |
| 29041 - Stevedore I   | 15.50   |       |
| 29042 - Stevedore II  | 17.98   |       |
| 30000 - Technical Occupations                                       |         |       |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2)        | 35.15   |       |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2)       | 24.24   |       |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)      | 26.69   |       |
| 30021 - Archeological Technician I                                  | 15.01   |       |
| 30022 - Archeological Technician II                                 | 16.87   |       |
| 30023 - Archeological Technician III                                | 20.75   |       |
| 30030 - Cartographic Technician                                     | 20.75   |       |
| 30040 - Civil Engineering Technician                                | 17.82   |       |
| 30061 - Drafter/CAD Operator I                                      | 15.01   |       |
| 30062 - Drafter/CAD Operator II                                     | 16.87   |       |
| 30063 - Drafter/CAD Operator III                                    | 18.72   |       |
| 30064 - Drafter/CAD Operator IV                                     | 23.11   |       |
| 30081 - Engineering Technician I                                    | 12.95   |       |
| 30082 - Engineering Technician II                                   | 14.57   |       |
| 30083 - Engineering Technician III                                  | 16.19   |       |
| 30084 - Engineering Technician IV                                   | 20.24   |       |
| 30085 - Engineering Technician V                                    | 25.42   |       |
| 30086 - Engineering Technician VI                                   | 29.95   |       |
| 30090 - Environmental Technician                                    | 20.75   |       |
| 30210 - Laboratory Technician                                       | 18.72   |       |
| 30240 - Mathematical Technician                                     | 20.75   |       |
| 30361 - Paralegal/Legal Assistant I                                 | 16.06   |       |
| 30362 - Paralegal/Legal Assistant II                                | 19.89   |       |
| 30363 - Paralegal/Legal Assistant III                               | 24.33   |       |
| 30364 - Paralegal/Legal Assistant IV                                | 29.44   |       |
| 30390 - Photo-Optics Technician                                     | 20.75   |       |
| 30461 - Technical Writer I  | 20.45   |       |
| 30462 - Technical Writer II   | 24.94   |       |
| 30463 - Technical Writer III  | 30.26   |       |
| 30491 - Unexploded Ordnance (UXO) Technician I                      | 22.34   |       |
| 30492 - Unexploded Ordnance (UXO) Technician II                     | 27.03   |       |
| 30493 - Unexploded Ordnance (UXO) Technician III                    | 32.40   |       |
| 30494 - Unexploded (UXO) Safety Escort                              | 22.34   |       |
| 30495 - Unexploded (UXO) Sweep Personnel                            | 22.34   |       |
| 30620 - Weather Observer, Combined Upper Air Or<br>Surface Programs | (see 2) | 18.72 |
| 30621 - Weather Observer, Senior                                    | (see 2) | 20.75 |
| 31000 - Transportation/Mobile Equipment Operation Occupations       |         |       |
| 31020 - Bus Aide  | 10.45   |       |
| 31030 - Bus Driver  | 13.99   |       |
| 31043 - Driver Courier  | 12.70   |       |
| 31260 - Parking and Lot Attendant                                   | 10.27   |       |
| 31290 - Shuttle Bus Driver  | 13.63   |       |
| 31310 - Taxi Driver   | 9.64    |       |
| 31361 - Truckdriver, Light  | 13.63   |       |
| 31362 - Truckdriver, Medium   | 15.91   |       |
| 31363 - Truckdriver, Heavy  | 16.32   |       |
| 31364 - Truckdriver, Tractor-Trailer                                | 16.32   |       |

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 69 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

|   |       |
|---|-------|
| 99000 - Miscellaneous Occupations       |       |
| 99030 - Cashier                         | 8.63  |
| 99050 - Desk Clerk                      | 8.84  |
| 99095 - Embalmer                        | 23.74 |
| 99251 - Laboratory Animal Caretaker I   | 11.24 |
| 99252 - Laboratory Animal Caretaker II  | 12.17 |
| 99310 - Mortician                       | 23.74 |
| 99410 - Pest Controller                 | 17.77 |
| 99510 - Photofinishing Worker           | 11.85 |
| 99710 - Recycling Laborer               | 13.38 |
| 99711 - Recycling Specialist            | 15.63 |
| 99730 - Refuse Collector                | 12.24 |
| 99810 - Sales Clerk                     | 11.19 |
| 99820 - School Crossing Guard           | 11.73 |
| 99830 - Survey Party Chief              | 16.33 |
| 99831 - Surveying Aide                  | 10.76 |
| 99832 - Surveying Technician            | 14.74 |
| 99840 - Vending Machine Attendant       | 12.41 |
| 99841 - Vending Machine Repairer        | 14.83 |
| 99842 - Vending Machine Repairer Helper | 12.41 |

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$3.35 per hour or \$134.00 per week or \$580.66 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:**

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.

|                       |                            |   |               |
|-----------------------|----------------------------|---|---------------|
| <b>Award/Contract</b> | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 70 of 73 |
|-----------------------|----------------------------|---|---------------|

400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

**2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 71 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

|                       |                                   |  |                      |
|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 72 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

|                       |                            |   |               |
|-----------------------|----------------------------|---|---------------|
| <b>Award/Contract</b> | Document No.<br>G10PC00044 | Document Title<br>Technical Support Services Contract | Page 73 of 73 |
|-----------------------|----------------------------|---|---------------|

**ATTACHMENT B**

**CONTRACTOR EMPLOYEE NON-DISCLOSURE AGREEMENT**

It is understood that as part of my duties under Contract No. **G10PC00044**, I may come in contact with Government procurement sensitive information or proprietary business information from other contractors (e.g., cost data). I, as a Government contractor, certify that I will not disclose, publish, divulge, release, or make known, in any manner or to any extent, to any individual other than an appropriate or authorized Government employee, the content of any procurement sensitive information provided during the course of my employment. I understand that for the purpose of this agreement, procurement sensitive information is to include procurement data, contract information, plans, strategies and any other information that may be deemed sensitive.

I further certify that I will use proprietary business information only for official purposes in the performance of Contract No. **G10PC00044**, and will disclose such information only to those individuals who have a specific need to know in performance of their official Government duties. I hereby agree not to disclose to others any contractual information, including, but not limited to, proprietary information, trade secrets, financial data, technical proposals which will be presented to me by the Contracting Officer or other Government Official. I agree that the described information is "inside information" and shall not be used for private gain by myself or another person, particularly one with whom I have family, business, or financial ties. For the purposes of this agreement, "inside information" means information obtained under Government authority which has not become part of the body of public information. I specifically will not disclose any such information to employees of my company or any other contractor employees who have not signed this agreement. I will take all reasonable precautions to prevent the unauthorized disclosure and use of such information.

I hereby certify that I have read the non-disclosure agreement described above and I am familiar with the directives and policies governing the disclosure of procurement sensitive information. I will fully and completely observe these directives and will not disclose such information to any unauthorized person, or use any information obtained for private use or gain at any time, including subsequent to the performance of duties under **G10PC00044**.

\_\_\_\_\_  
NAME (Please Print)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 74 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

**ATTACHMENT C**

UNITED STATES  
DEPARTMENT OF THE INTERIOR

**RELEASE OF CLAIMS**

Contract Number  
G10PC00044

Date

WHEREAS, by the terms of the above contract for TECHNICAL SUPPORT SERVICES AT THE US' GEOLOGICAL SURVEY, EROS, SIOUX FALLS, SD, entered into by the United States of America, hereinafter referred to as the United States, and the contractor \_\_\_\_\_, it is provided that after completion of all work, and prior to final payment, the contractor will furnish the United States with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payment by the United States to the contractor of the amount now due under the contract; to wit, the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), the contractor hereby remises, releases and forever discharges the United States, its officers, agents and employees, of and from all manner of debts, dues, and liabilities, obligations, accounts, claims, and demands whatsoever, in law and in equity, under or by virtue of the said contract, except:

IN WITNESS WHEREOF, the contractor has executed this release this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_  
(Signature)

- Corporation
- Partnership

- Joint Venture
- Individual

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Number or R.F.D)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(City)                      (State)                      (Zip Code)

**COMPLETE ONLY IF CONTRACTOR IS A CORPORATION**

I, \_\_\_\_\_, CERTIFY That I am the \_\_\_\_\_ of the corporation named as contractor herein; that \_\_\_\_\_, who signed this release on behalf of the corporation, was then \_\_\_\_\_ of said corporation; and that said release was duly signed for and on behalf of said corporation by authority of its governing body.

[SEAL]

\_\_\_\_\_  
(Signature)

|                       |                                   |  |                      |
|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 75 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

## ATTACHMET D

### Information Technology Security Requirements Summary

#### 1. Background Investigation

Contractor employees who will have access to federal information technology (IT) systems are subject to background investigations by the Federal Office of Personnel Management. Procedures for investigations and obtaining identity credentials are described in clause GS1414. The level of investigation required will be the same as would be required for federal employees holding positions involving similar duties.

Based on the risk and sensitivity of duties performed and system access authorities to be granted, the following type of background investigations will be required, as described in DOI Departmental Manual Part 441, Chapter 3, Attachment 5 (available at: [http://elips.doi.gov/app\\_dm/act\\_getfiles.cfm?relnun=3631](http://elips.doi.gov/app_dm/act_getfiles.cfm?relnun=3631)).

#### 2. Non-disclosure Agreement

Prior to receiving access to USGS computers, contractor employees shall be required to sign nondisclosure or other system security agreements, depending on the systems to be used and level of access granted. Restrictions on use, duplication and disclosure of sensitive and proprietary data are covered in clause GS1406.

Work under this contract may involve design, development, or operation of (access to) systems containing personal information protected by the Privacy Act (5 U.S.C. Section 552a).

The contractor will not be required or permitted to respond to requests for Privacy Act data or to make decisions about releases of data under the Act. Contractor will ensure its employees are instructed to safeguard against improper use or release of such data and advise them that violation of the Act may involve criminal penalties.

The contractor will comply with FAR clause 52.224-2, Privacy Act, incorporated herein by reference, and with DOI Privacy Act regulations at 43 CFR 2, Subpart D, available at: <http://www.doi.gov/foia/43cfrsub.html>.

#### 3. Training

Contractor employees shall complete USGS-defined Federal Information Systems Security Awareness computer security training before being granted system access and must renew the training annually. Failure to complete training within the required timeframe may result in loss of system access for that user. Contractor employees with significant IT security responsibilities shall also complete specialized role-based training.

#### 4. Personnel Changes

Before starting work, the contractor will provide a listing to the COR/technical liaison identifying contractor and subcontractor employees requiring access to USGS systems for performance of work hereunder and will assign each person a unique user ID conforming to USGS policy in Survey Manual Chapter 600.2.1. The contractor shall immediately advise the USGS Project Officer when any of their personnel no longer require USGS computer access so that those ID's and access privileges can be cancelled. When possible, the COR must be notified in advance of any potentially unfriendly termination of an employee or subcontractor.

#### 5. Contractor Location

No portion of the services to be performed hereunder may be performed outside the United States without the express written permission of the Contracting Officer. If a contractor proposes to perform services outside the United States, the contractor must submit a Security Plan to address mitigation of security issues due specifically to location. The Security Plan Template is available upon request from the Contracting Officer. Such proposals will not be accepted unless the contractor can demonstrate that the Government systems or data would be no more vulnerable than if work were performed domestically.

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|-----------------------|-----------------------------------|--|----------------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | <b>Page 76 of 73</b> |
|-----------------------|-----------------------------------|--|----------------------|

## 6. Applicable Standards

Contractors shall follow the DOI System Development Life Cycle (SDLC), NIST SP800-64, and the DOI SDLC Security Integration Guide or similar methodology as determined appropriate by the applicable Government system owner/program manager. NIST SP800-64 is available at <http://csrc.nist.gov/publications/nistpubs/index.html>, DOI SDLC and DOI SDLC Security Integration Guide will be provided by the Contracting Officer, upon request.

## 7. Asset Valuation

Asset valuation on USGS systems to which the Contractor may have access under this contract will be conducted by the Government or another of its contractors.

## 8. Property Rights

The Government shall be granted unlimited rights in software or data produced hereunder as described in FAR clause 52.227-17, Rights in Data—Special Works, incorporated by reference herein.

## 9. Independent Verification and Validation (IV & V)

In the development or maintenance of custom applications, software will be independently verified and validated using a methodology determined appropriate by the Government system owner/program manager prior to being moved into production.

Contractor will ensure that independent verification and validation, as deemed appropriate by the applicable Government system owner/program manager, is performed on software deployed on contractor managed systems containing USGS data, in accordance with DOI SDLC Security Integration Guide or similar methodology.

## 10. Certification & Accreditation

The contractor will perform Certification and Accreditation (C&A) services on the application developed or maintained hereunder prior to going into production. The application must be re-accredited every three years or whenever there is a major change that affects security as determined by the Government system owner. C&A documents will be provided to the COR in both hard copy and electron forms. The contractor must follow NIST SP 800-37, 800-18, 800-30, 800-60 800-53A, Federal Information Processing Standard (FIPS) 199 and 200, the associated DOI guides/templates, the DOI Security Test & Evaluation (ST&E) Guide, and the DOI Privacy Impact Assessment. NIST documents are available on the Internet at <http://csrc.nist.gov/publications/nistpubs/>. FIPS documents are available the internet at <http://csrc.nist.gov/publications/nistpubs>. The contractor may request copies of DOI documents by contacting the Contracting Officer.

The Government reserves the right to conduct the ST&E, using either Government personnel or an independent contractor.

With the approval of the Government system owner, the contractor will take immediate and timely action to correct or mitigate any weaknesses discovered, as necessary, to bring the application or system into compliance with the above requirement.

Certification and Accreditation on USGS systems to which the Contractor may have access under this contract will be conducted by the Government or another of its contractors

With the knowledge and approval of the Government system owner, the Contractor must maintain systems that are compliant with NIST SP 800-18, 800-30, 800-37, 800-53A, 800-60, Federal Information Processing Standard (FIPS) 199 and 200, the associated DOI guides/templates, the DOI Security Test & Evaluation (ST&E) Guide, and the DOI Privacy Impact Assessment.

As required by the above, Major Applications and General Support Systems shall be certified and accredited (C&A) prior to going into production and re-accredited every three years or whenever there is a major change

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|-----------------------|-----------------------------------|--|---------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | Page 77 of 73 |
|-----------------------|-----------------------------------|--|---------------|

that affects security. C&A documents will be provided to the COR in both hard copy and electronic forms. NIST documents are available on the internet at <http://csrc.nist.gov/publications/nistpubs/>. The contractor may request copies of DOI documents by contacting the Contracting Officer.

The government will reserve the right to conduct the ST&E, using either Government personnel or an independent contractor.

The contractor will take immediate and timely action to correct or mitigate any weaknesses discovered as necessary to bring the application or system into compliance with the above requirement.

### **11. Internet Logon Banner**

Web-based applications developed or maintained under this contract must contain a USGS approved logon banner. See [http://internal.usgs.gov/gio/security/doi\\_2001-005\\_banner.pdf](http://internal.usgs.gov/gio/security/doi_2001-005_banner.pdf)

### **12. Incident Reporting**

Contractor employees must report any computer security incidents (viruses, intrusion attempts, system compromises, offensive e-mail, etc.) which may affect Government data or systems in accordance with the DOI Computer Incident Response Guide and local reporting procedures. Report computer security incidents to USGS help desk or Security Point Of Contact (SPOC). In many cases, your local system administrator is your Security Point Of Contact. The help desk or SPOC will investigate and coordinate with the Computer Security Incident Response Team (CSIRT)

### **13. Quality Control (Malicious Code)**

All software and hardware shall be free of malicious code.

### **14. Self Assessment**

Except as provided below, self-assessment on USGS systems to which the Contractor may have access under this contract will be conducted by the Government or another of its contractors.

The contractor shall conduct an annual self assessment in accordance with NIST SP 800-26 on major applications and General Support Systems operated or maintained under this contract and on any outsourced applications in production, or other off-site systems used by the contractor for performance under this contract. NIST documents are available on the Internet at <http://csrc.nist.gov/publications/nistpubs/>. Both hard copy and electronic copies of the assessment will be provided to the COR

The government will reserve the right to conduct such an assessment using Government personnel or another contractor.

With the knowledge and concurrence of the Government system owner; the contractor will take immediate action to correct or mitigate any weaknesses discovered during such testing to ensure that all systems meet security standards specified elsewhere in the work statement.

### **15. Vulnerability Analysis**

Vulnerability Analysis on USGS systems to which the Contractor may have access under this contract will be conducted by the Government or another of its contractors.

All systems operated and managed by the contractor shall be scanned monthly with a vulnerability analysis tool provided by the Government. All "safe" or "non-destructive" checks must be turned on. All electronic copies of each report and session data shall be provided to the COR.

The Government may conduct additional independent vulnerability scans, prearranged or unannounced. All high risk systems and systems accessible from the Internet will be tested for penetration. Independent testing may be performed by the Government or by another contractor.

With the knowledge and concurrence of the Government system owner; the contractor shall take immediate action to correct or mitigate any weaknesses discovered during any vulnerability testing, as needed, to bring the

|                       |                                   |  |               |
|-----------------------|-----------------------------------|--|---------------|
| <b>Award/Contract</b> | <b>Document No.</b><br>G10PC00044 | <b>Document Title</b><br>Technical Support Services Contract | Page 78 of 73 |
|-----------------------|-----------------------------------|--|---------------|

system into compliance with security standards invoked elsewhere in this work statement. The contractor will perform security testing on designated USGS/DOI systems using testing techniques described in NIST SP800-42, Guidelines on Network Security Testing, including vulnerability analysis and penetration testing. When DOI provides the testing tool, all "safe" and "non-destructive" checks must be turned on. All electronic copies of each report and session data shall be provided to the applicable Government system owner.

#### **16. Logon Banner**

Applications developed or maintained under this contract must contain a USGS approved logon warning advising users of rules, restrictions, and privacy expectations for that application. The text of such warning will be provided by the Government system owner.

When presented with the USGS logon banner, contractor employees shall read and acknowledge a Government approved logon warning.

#### **17. Security Controls**

In the development or maintenance of custom applications, the contractor shall, with the knowledge and concurrence of the Government system owner, be responsible for Information Technology (IT) security for all non-government-owned systems used in the development of and systems intended for eventual delivery to the USGS/DOI in fulfillment of contract requirements. This includes IT, hardware, software, databases, networks, and telecommunications systems.

Security functionality in applications or integrated systems delivered hereunder must operate with the Government systems on which or with which it will eventually be deployed. Products delivered hereunder must not cause misoperation of government resources or loss of integrity, confidentiality, or availability of electronic information or data.

The Contractor shall ensure compliance with the security control requirements of the current version of NIST SP 800-53 and FIPS 200 appropriate to the sensitivity and criticality of the application/system assigned by the Government based on FIPS 199 and the DOI Asset Valuation Guide. NIST documents are available on the internet at <http://csrc.nist.gov/publications/nistpubs/>. FIPS documents are available on the internet at <http://csrc.nist.gov/publications/nistpubs/>. DOI documents will be provided by the Contracting Officer upon request.

The Contractor shall be responsible for IT security for all contractor-operated systems connected to a USGS/DOI network, regardless of location. The Contractor shall ensure compliance with the security control requirements of current version of NIST SP 800-53 and FIPS 200 appropriate to the sensitivity and criticality of the application/system. FIPS 199 and the DOI Asset Valuation Guide shall be used to determine the applications/systems sensitivity and criticality. NIST documents are available on the Internet at <http://csrc.nist.gov/publications/nistpubs/>. FIPS documents are available on the Internet at <http://csrc.nist.gov/publications/nistpubs/>. DOI documents will be provided by the Contracting Officer, upon request.

#### **18. Contingency Plan**

The Contractor shall submit a contingency plan for restoration and testing of software and resumption of maintenance support during a contingency operation. The plan must conform to applicable portions of NIST SP 800-34 and DOI Contingency Plan Guide and be consistent with existing EROS continuity of operation procedures and plans. The Contractor shall submit contingency plans to the applicable Government system owner. NIST documents are available on the Internet at <http://csrc.nist.gov/publications/nistpubs/>. The contractor can request copies of the DOI Contingency Plan Guide by contacting the Contracting Officer.