

A Statement of Work (SOW) is typically used when the task is well-known and can be described in specific terms. Statement of Objective (SOO) and Performance Work Statement (PWS) emphasize performance-based concepts such as desired service outcomes and performance standards. Whereas PWS/SOO's establish high-level outcomes and objectives for performance and PWS's emphasize outcomes, desired results and objectives at a more detailed and measurable level, SOW's provide explicit statements of work direction for the contractor to follow. However, SOW's can also be found to contain references to desired performance outcomes, performance standards, and metrics, which is a preferred approach.

The Table of Content below is informational only and is provided to you for purposes of outlining the PWS/SOO/SOW. This sample is not all inclusive, therefore the reader is cautioned to use professional judgment and include agency specific references to their own PWS/SOO/SOW.

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# STATEMENT OF WORK

Project Name & ID: \_\_\_\_\_

May 1, 2011

## 1.0 INTRODUCTION.

### 1.1 CLIENT MISSION.

The XXX is a Theater XXX that operates under the administrative control of U.S. XXXX and under the operational control of U.S. XXX. The brigade's mission is to conduct intelligence in support of full spectrum operations in the U.S. Central Command area of responsibility to defeat adversaries, promote regional stability, support allies, and protect U.S. national interests.

### 1.2 POINTS OF CONTACT.

Contracting Officer (CO)

Contracting Officer's Representative (COR)

### 1.3 PROJECT BACKGROUND.

During the course of performance of the requirements identified in this SOW, it is possible that the anticipated effort could potentially expand by as much as 30% depending on Agency's plans to review and implement a centralized support initiative. This 30% within scope "surge" could require the anticipated level of effort to be potentially increased by as much as 30% of the anticipated, on-going support hours. Offerors are requested to utilize the 30% surge figure as a baseline in developing proposed pricing for this task, to ensure an adequate level of support is maintained. The current technical services are being modified to become more flexible and agile enough to provide world class support as the Agency missions evolve. Due to the complexity of the current environment and missions, the technical support services require agility and diversity to support evolving missions. The technical support services will provide critical maintenance on approximately 177 servers across six different networks (SIPRNET, NIPRNET, JWICS, NSA, CENTRIX, STONEGHOST) as well as provide support to all automation equipment amounting to 680 desktops, 400 laptops, 400 printers, 1010 monitors, 66 switches/routers, 6 VTC equipment suites, 15 crypto devices, 254 external hard drives, 52 storage arrays, 127 switch boxes, 198 DCGS-A workstations, plotters, faxes, blackberries, and SIPR/JWICS IP phone services.

### 1.4 APPLICABLE DOCUMENTS.

## 2.0 SCOPE.

Requires the contractor under the guidance of the Agency to provide software system services enterprise wide technical support, for the Agency IT Enterprise. The majority of this support will be provided in a sanctuary operation located at Government site. Some limited split based operation support will be required to support exercises/deployments to a field location in CONUS/OCONUS areas of responsibility (AORs). The sanctuary operations also provide reach back capability for deployment operations in various OCONUS locations. There may be a requirement to support initial exercise Area of Responsibility (AOR) for duration of up to two weeks to assist in Early Entry Command Post (EECP) setup activities.

### 2.1 TECHNICAL SERVICES REQUIRED.

The contractor shall operate and maintain the Government enterprise architecture. Information Technology is the

number one enabling tool for the Government to successfully complete intelligence analysis missions. Therefore it is imperative that equipment and networks are maintained at a high standard and are highly available 24X7.

### 3.0 ADP ENVIRONMENT.

Information technology is the number one enabling tool for the Government to successfully complete intelligence analysis missions. The operational and maintenance support services to the Enterprise Architecture are imperative in ensuring the equipment and networks are highly available 24X7. Critical maintenance will be performed on approximately 177 servers across six different networks (SIPRNET, NIPRNET, JWICS, NSA, Coalition Networks) as well as provide support to all automation equipment amounting to 680 desktops, 400 laptops, 400 printers, 1010 monitors, 66 switches/routers, 6 VTC equipment suites, 15 crypto devices, 254 external hard drives, 52 storage arrays, 127 switch boxes, 198 DCGS-A workstations, plotters, faxes, blackberries, and SIPR/JWICS Phone IP services.

#### 3.1 HARDWARE AND TELECOMMUNICATIONS.

- Approximately fifty UNIX SUN Microsystems (Blade 2000) Workstations and high end Servers (Enterprise 4500 & SUN Fire 15000) with RAID storage devices, NAS, and SAN implementations.
- Approximately 120 IBM compatible servers and workstations running Windows 2000 Active Directory other operating systems (both MS based as well as others) and associated peripheral devices such as tape and virtual back up libraries.
- Approximately six Tandenberg and other VTC equipment.
- Approximately fifty Cisco routers and switches, LAN, WAN and SAN based systems, fiber-channel banks, TCP/IP protocols, and TELNET and FTP operations, and other network and telecommunications equipment as required.
- Current and planned network configurations will require an exhaustive familiarity with the BDE's equipment and employed technology solutions. The BDE's Sanctuary Enterprise Architecture is DCGS-A centric.
- Emerging new hardware that currently includes Egenera diskless technology, Clear Cube, Hitachi SAN and switches, Virtual Tape Library, and future requirements selected to replace production hardware as part of standard life cycle upgrades.

#### 3.2 SOFTWARE.

System administration support requires proficiency with current Agency standard office automation hardware and software.

- Solaris ranging from Solaris 2.8 to Solaris 11, and future releases of Solaris.
- ITSM Remedy help desk software , HP Openview and other network management products (Cisco and open source)
- Windows 2000 Active Directory/XP and future MS OS releases.

#### 3.3 SPECIFIC SYSTEMS.

The enterprise architecture has some systems that are specific/unique to the Agency and some command and control

(C2) missions. Those systems include but are not limited to:

- Joint Worldwide Intelligence Communications System (JWICS)
- JWICS Mobile Integrated Communications System (JMICS)
- Global Command and Control Systems (GCCS)
- Imagery Exploitation Support Systems (IESS)

#### 4.0 TECHNICAL REQUIREMENTS.

Provide expert Software System Services IT support to Enterprise Architecture. This SOW outlines the requirements for the support contractor(s) to perform the following task(s), under the guidance of the Government

#### 4.1 SYSTEM ADMINISTRATION.

The maintenance includes providing system administration of desktop and server systems connected to local and wide area networks; and desktop system management responsibilities involving account monitoring, security, Operating System (OS) installation, and other local area network system administration related functions. Maintenance also includes the design and integration of new technologies into new and existing systems, including the transition and migration of corporate systems. Observations of the computing environment that lead to recommendations to improve reliability, performance, or cost effectiveness will be encouraged. The contractor will isolate and resolve complex software problems involving the application and the operating system. Computer administration will include, but is not limited to generally accepted system administration tasks such as user management (creation, support, and deletion of user accounts), software installation, workstation/server monitoring, server backup operations, operating system, and application troubleshooting, and computer security for all operating systems in use within the Agency. It is expected that the contractors will function as subject matter experts for the government and will have Microsoft or equivalent certifications.

- 4.1.1 The contractor shall perform system administration duties and responsibilities that involve analysis and evaluation of computer networks with primary knowledge requirements of information processing methodology, information technology, computer capabilities, and processing techniques.
- 4.1.2 The contractor shall be responsible for maintaining daily operation and problem resolution of systems on the network, operating systems, and the many multi-disciplined intelligence automated systems and databases it accesses.
- 4.1.3 The contractor shall provide work station software administration and technical support services.
- 4.1.4 The contractor shall develop and implement plans as a continuous process for the integration of new server and client software and providing technical advice on new requirements for world-wide electronic communications among the Agency.
- 4.1.5 The contractor shall work within a variety of different computer system environments, such as UNIX variants and Microsoft Windows with familiarity with MS and Sun based operating systems.
- 4.1.6 SAN (Storage Area Network) administration will include configuration, initial installation and upgrade, device management, rendering performance and reliability recommendations, as well as providing recommendations on the integration of SAN products into the Agency's overall computing environment.
- 4.1.7 As requested, the contractor shall submit cost proposals, that the Government will use in the development of budgets/budgeting processes, for technical support related items for various

projects as well as provide input into the development of system training and system documentation. The contractor shall develop BOMs for various enterprise wide software/system services solution and provide quotes and cost estimates from various industry sources to the Government for consideration and approval.

- 4.1.8 The contractor shall deploy software solutions for various top secret to unclassified networks to include but not limited to (JWICS, SIPR, NIPR, NSA, coalition networks, Open Source Information System). Install, configure, and administer network servers (including security).
- 4.1.9 The contractor shall design and implement all aspects of the software development life cycle: requirements definition, design, code, debugging, verification and test, and maintenance of software modules.
- 4.1.10 The contractor shall develop new software modules to be used in complex software systems supporting the Agency. Modify legacy software adding enhancements and new features to the existing software systems.
- 4.1.11 The contractor shall implement plans for all facets of operational system services automation data processing (ADP) as it relates to Agency networks, the Communications Center, garrison and deployed operations, and systems administration functions.
- 4.1.12 The contractor shall maintain and monitor the availability and performance of classified local critical intelligence systems are operational and accessible for all classified systems.
- 4.1.13 The contractor shall provide technical network and computer system advice to the Government to successfully meet operational requirements.
- 4.1.14 The contractor shall ensure data availability for all classified networks by providing recommendations to the Government for storage subsystem and network backup systems. Must have exhaustive knowledge of SAN tier I, II, III, and data domain solutions.
- 4.1.15 The contractor shall provide system administration services to systems and network assets to support deployments, both contingency and exercise.
- 4.1.16 The contractor shall coordinate with operational personnel, identify their software system services needs and capabilities, and translate them into automation standard specifications and technical requirements. Supports and/or installs software applications. Participate in the testing process through test review and analysis to ensure flawless computer systems interoperability within the Agency.
- 4.1.17 The contractor shall install and modify MS WINDOWS and UNIX-operating system software, applications software, and terminal emulation software for access to mainframe hosts, and perform diagnostics when necessary on individual work stations as well as on the network fileserver.
- 4.1.18 The contractor shall provide user facilitation and familiarization with new application software installs.
- 4.1.19 The contractor shall maintain various databases such as Microsoft Exchange 5.5/E2K, Microsoft SQL, Oracle, Sybase, as required.
- 4.1.20 The contractor shall assist is resolving communications problems by troubleshooting with the various BDE hardware and telecommunications teams.
- 4.1.21 The contractor shall provide assistance to all supported units in the area of configuration analysis and evaluation, automation security operations, and ADP network operations. Assist in network/system troubleshooting.

- 4.1.22 The contractor shall recommend changes to the Government for improvements in systems and operating environment for Government consideration and approval.
- 4.1.23 The contractor shall provide remote and on-site ADP support to units for exercises and contingency missions, help validate requirements, and conduct user training as required.
- 4.1.24 The contractor shall perform system accesses and handling system or software problems that may arise.
- 4.1.25 Design and implement all aspects of the software development life cycle: requirements definition, design, code, debugging, verification and test, and maintenance of software modules.
- 4.1.26 The contractor shall assist the Information Network Security Administrator with planning and developing a rapid incident response system to thwart information security attacks against LAN/WAN while performing risk assessment and designing security. Assist in the design, implementation, and evaluation of security in network operating systems to ensure compliance. Advise the Government on emerging vulnerabilities, responds, and evaluates network incidents and corrective measures. Correct all vulnerability finding from various network scans and provide closure/status report to the information network security officer.
- 4.1.27 The contractor shall ensure Automated Information System connection to LAN/WAN comply and design/install/maintain Intel based server systems. Apply Windows Software Updates and Antivirus Updates to all servers and clients. Monitors/reports network Information Assurance Vulnerability Alerts and information conditions to the command.
- 4.1.28 The contractor shall provide technical input as requested to the Agency network accreditations. This includes preparing input into the CONOPS, SSAAs, and other documentation that the Government requires to accredit various legacy and emerging systems/networks.
- 4.1.29 The contractor shall assist in the development of a viable COOP plan.
- 4.1.30 The contractor shall assist in implementing an Enterprise wide ITSM Remedy solution for the Agency site. Maintain new help desk work order system to replace internally developed legacy system.
- 4.1.31 System administration of military intelligence specific systems as described in this SOW.
- 4.1.32 The contractor shall conduct periodic technical evaluations of the Agency to verify proper interoperability and integration with current/future operating systems and networks.
- 4.1.33 The contractor shall identify software deficiencies and provide their impact on security. Identify and recommend to the government representatives changes to maximize network efficiency and terminal response times and script changes that will improve user interfaces and the daily operations of the LAN.
- 4.1.34 The contractor shall identify single point of failure or other concerns to prevent host or terminal isolations. Implement government approved configuration changes to the network/LAN.
- 4.1.35 The contractor shall perform site surveys and customer interviews required for changes to existing LAN. This action is specifically for changes relating to new requirements, moving existing LAN segments or implementing new command LAN segments.
- 4.1.36 The contractor shall review enterprise engineering software plans and site information to ensure conformance with current architecture as well as in development of future changes or enhancements to the command LAN.

- 4.1.37 The contractor shall prepare specifications affecting material or equipment changes for implementing Government approved LAN segments to the current configuration or the new/additional LAN segments.
- 4.1.38 The contractor shall assist government representative in determining the criteria, needs of justification for addition/enhancements to the WAN/LAN and associated hardware.
- 4.1.39 Prepare and submit appropriate documentation to support recommendations, evaluations, test results and report to the Government personnel for review and approval. Prepare and notify sites for implementation of new requirements that are driven by the operational staff and tasked by the Government.
- 4.1.40 All trip reports will be sent via e-mail and fully documented within five duty days of return. Trip reports will be provided for all Conferences, Seminars, In-Progress Reviews, Technical Develop and Engineering Studies. Trip reports will be in standard Army format and delivered to the Government for review.
- 4.1.41 The contractors shall provide Standard Operating Procedure (SOP) updates to the SOP quarterly or as tasked. It is important that current operations and SOPs are kept up to date.
- 4.1.42 The contractor shall develop, maintain and execute all IA related task and duties in accordance with regulations to include the development and execution of DIACAP Program to Plan of Action and Milestone (POA&M) or Security Technical Implementation Guide (STIG) all IA vulnerabilities.

#### 4.2 SOFTWARE FAMILIARIZATION.

The COR may request the contractor to provide familiarization instruction to government personnel on software. This may also apply following new equipment installation, or to situations where contractor personnel cannot deploy with designated equipment. The COR will identify any personnel to receive such instruction and approve the level of instruction recommended by the contractor. This instruction shall be conducted by resident contractor personnel at local sites during normal duty hours.

#### 4.3 CONFIGURATION MANAGEMENT.

In accordance with prevailing configuration management at the site, the contractor will be required to assist in maintaining proper configuration management of the Agency's equipment and software. This effort may include preparation of a hardware configuration log or other configuration management tracking system/database at the site. Physical movement or replacement of operational equipment by the contractor shall be annotated on an incident report. The Agency will be establishing a non-production network environment to facilitate ease of configuration management. The contractor will assist in defining the non-production requirements and implementing the agreed upon solutions. Assist in the development of a five year strategic plan and an enterprise architecture, for Government review and approval, that is state of the art using industry best business practices and standards.

#### 4.4 SOFTWARE LICENSE MANAGEMENT.

The contractor shall administer and enforce all commercial software license agreements offered by parts manufacturers and or distributors. As indicated in the deliverables section of the SOW, a software maintenance license report is required to be completed semi-annually. The contractor may be responsible for administration of licenses for software accountable under this contract. The contractor will ensure software compatibility within the Enterprise. The government will provide all available relevant software license information to the contractor. Software licenses for the BDE include, but are not limited to the following:

Purpose	Software	Description	Vendor
MessageDB	RedHat Linux 4.2	LINUX OS	RedHat
	Oracle 10.2g	DBMS	Oracle
GeoDB	RedHat Linux 4.2	LINUX OS	RedHat
	Oracle 10.2g	DBMS	Oracle
Pipeline 1	Win2K3	Windows Server OS for up to 25 users	Microsoft
	Java Pipeline	(Gridstone) The original holder of this name is the ingestion system of services designed to accommodate the advanced tools and data sources used in the IDC enterprise. GrindStone performs the majority of the data processing and exploitation functions for the IDC. Additional components called "Polishers" have been designed to allow users to customize their entity tagging.	SAIC
	Spider		
	Java 1.5.0_06		Sun
	Ant 1.6.5	Apache Ant is a Java-based build tool.	ant.apache.org
	Cygwin	Linux-like environment for Windows	OpenSource
Pipeline 2	RedHat Linux 4.2	LINUX OS	RedHat
	SDE Ingestion		GOTS
	Msg_Rep		
	RelDBtoDinar		
	Java 1.5.0_06		Sun
RDP/Infrastructure	Win2K3	Windows Server OS for up to 25 users	Microsoft
	RDP 2.20		
	Wildfire 2.50 (Jabber)	Enterprise instant messaging (EIM) server, using the open protocol for instant messaging, XMPP (also called Jabber).	Jivesoftware.org
	MySQL 4.1.7	Open Source SQL database management system	MySQL AB
	Java 1.5.0_06		Sun
	DNS		
Web Server	Win2K3	Windows Server OS for up to 25 users	Microsoft
	QTQT 1.6		
	Confluence 2.1	Confluence is an enterprise wiki (50 user license)	Atlassian
	Apache 2.2.0	Web Services	jakarta.apache.org
	Tomcat 5.5.15	Web Services	jakarta.apache.org

	Java 1.5.0_06		Sun
App Server 1	Win2K3	Windows Server OS for up to 25 users	Microsoft
	NAI 2.2, (ArcIMS-to support NAI only)	Filter/data delivery	SAIC
	Apache 2.2.0	Web Services	jakarta.apache.org
	Tomcat 5.5.15	Web Services	jakarta.apache.org
	Java 1.5.0_06		Sun
	JBOSS 4.0.3 SP1	Java Services	OpenSource
App Server 2	RedHat Linux 4.2	LINUX OS	RedHat
	QTNG 2.6.11		GOTS
	WatcherRT		GOTS
	JBOSS 4.0.3 SP1	Java Services	OpenSource
	Ant 1.6.5	Apache Ant is a Java-based build tool.	ant.apache.org
	Java 1.5.0_06		Sun
	MySQL 4.1.7	Open Source SQL database management system	MySQL AB
	Nagios Software/Plugins	Open source host, service and network monitoring program	www.nagios.org
App Server 3	Win2K3	Windows Server OS for up to 25 users	Microsoft
	CJMTK/ArcSDE 9.1 SP1	GIS DBMS Service	ESRI (From CJMTK)
App Server 4	Win2K3	Windows Server OS	Microsoft
	CJMTK/ArcIMS 9.1 SP1	GIS Web Server	ESRI (From CJMTK)
	Apache 2.2.0	Web Services	jakarta.apache.org
	Tomcat 5.5.15	Web Services	jakarta.apache.org
	Java 1.5.0_06		Sun
	Win2K3	Windows Server OS for up to 25 users	Microsoft
	Starlight Server 2.10	Link analysis and discovery	Pacific Northwest Laboratory
TBD (Optional)	RedHat Linux 4.2	LINUX OS	RedHat
	NdCore	Formerly called "CCM", Supports data mining of the message and SOI data. Allows automated discovery of hidden or non-obvious relationships across all data types	
	IRDiscover	A 2D concept clustering tool, this application is used in the data synthesis business process.	
	ODG Scoring Engine		
	Image Access Server	Kodak imagery tool. Compressed images and allows streaming of images. Provided more detailed imager over time. Helps with limited bandwidth issues.	RSI

5.0 PERFORMANCE CRITERIA MATRIX.

The acceptance of deliverables and satisfactory work performance required herein shall be based on the timeliness, accuracy and standards as specified in the requirements of this performance based SOW. Requirements specific deliverables and/or required services outlined below:

<b>Performance Indicator</b>	<b>Standard</b>	<b>AQL</b>	<b>Method of Surveillance</b>
4.1.4 Develop and Implement Plans	As needed basis	Meet 95% level	Periodic Inspection
4.1.8 Deploy Software Solutions	As needed basis	Meet 95% level	Periodic Inspection
4.1.9 Design and Implement Software Development Life Cycle	As needed basis	Meet 95% level	Periodic Inspection
4.1.10 Development of Software Modules	As needed basis	Meet 95% level	Periodic Inspection
4.1.11 Implement Plans for All Facets Operational Systems Services	As needed basis	Meet 95% level	Periodic Inspection
4.1.17 Install and Modify MS Windows and Unix Operating System Software	As needed basis	Meet 95% level	Periodic Inspection
4.1.25 Design and Implement All Aspects of the Software Development Life Cycle	As needed basis	Meet 95% level	Periodic Inspection
4.1.32 Conduct Periodic Technical Evaluations	As needed basis	Meet 95% level	Periodic Inspection
4.1.37 Prepares Specification Affecting Material or Equipment Changes	As needed basis	Meet 95% level	Periodic Inspection
4.1.40 Trip Report Documentation	Fully documented within 5 duty days of return	On-time delivery at 95% level	Periodic Inspection
4.1.41 SOP Updates	Completed quarterly or as tasked	Meet 95% level	100% Inspection
6.1 Task Kick-Off Meeting	Delivery within 7 work days after the meeting	On-time delivery at 75% level	100% Inspection
6.3 Monthly Progress Report	Completed by fifth (5th) work day each month	Meet 95% level	100% Inspection
6.6 Software License Management Report	Completed semi-annually	Meet 95% level	100% Inspection
6.7 Enterprise Systems Status Report	Daily before 0900 Hours	Meet 95% level	100% Inspection

<b>Performance Indicator</b>	<b>Standard</b>	<b>AQL</b>	<b>Method of Surveillance</b>
6.13 Quality Control Plan	Within 5 days after award	Meet 95% level	100% Inspection
9.1 Monthly Financial Status Report	Completed by the fifth (5th) day of each month	Meet 95% level	100% Inspection

## 6.0 WORK DEFINITION END PRODUCTS/DELIVERABLES.

Additional specific reoccurring and variable work request requirements will be initiated as a work request as defined by the COR. Work requests are customer submitted work orders for trouble that they are experiencing. All specific work assignments associated with this task shall be managed by the use of Work Requests which will serve as the delivery management tool for this task. Work orders will be monitored and tracked by the COR and designated government personnel. The designated government personnel will assist the COR in prioritization of the requests, providing quality assurance input to the COR for acceptance of completed work and actual closure of work requests. The Work Request status will be reflected in the monthly progress status report (See Appendix A) and be the primary mechanisms for reporting and monitoring task status and accomplishment. Work Requests will define delivery requirements, priorities and schedules and will be coordinated with the contractor. The client agency reserves the right to prioritize Work Request and negotiate delivery dates. Specific acceptance criteria, delivery schedules, and delivery instructions will be provided in the Work Request that will describe the specifics of each task. When workload exceeds the production capabilities of the contractor staff, priorities will be annotated by the client to ensure that critical tasks are completed in a timely manner. Specific services will be requested and controlled by means of Work Requests (See Appendix C for Sample), which will delineate specific objectives, deliverables, and constraints. The contractor shall be responsible for delivering all end items specified in the Work Request as well as the work control documentation to the client representative (CR). All work requests are due on a monthly basis.

All Task Order related reports shall be submitted to the Government. The contractor shall conduct Progress Reviews as required by the COR. These reviews shall provide, at a minimum, oral and written summaries of the cost, schedule and performance status.

<b>Support Area</b>	<b>Title</b>	<b>Delivery Date/Description</b>
Management	Kick-Off Meeting	7 days After Meeting
Management	Monthly Progress Report	5th work day of each Month
Operational	SOP Updates	Quarterly or as tasked
Operational	Software License Mgmt Report	Semi-annually
Operational	Enterprise System Status Report	Daily before 0900 hours
Management	Quality Control Plan	5 days After Award
Management	Monthly Financial Status Report	5th work day of each Month
Operational	Trip Report	5th work day of each Month

## 6.1 KICK-OFF MEETING.

Within seven (7) business days following the task award date, contractor shall attend a Kick-Off Meeting to review task order goals and objectives, and to discuss technical requirements, administrative matters, security requirements, project transition, Government Furnished Information/Materials/Equipment (GFI/GFM/GFE), the milestone schedule, review cycles, and invoicing. At the meeting the contractor shall present their project plan and timeline as well as plan for controlling the task costs and schedules. The meeting shall be attended by all contractor key personnel and shall be held at a location to be determined by the Government/Client Representative.

## 6.2 RESERVED.

## 6.3 MONTHLY PROGRESS REPORTS.

Monthly progress reports shall be prepared by the contractor and delivered to the government/client representative. The contractor will produce a monthly technical progress report in standard contractor format, and provide a compiled monthly report for all sites and exercises supported. The monthly report will include reports for completed trips associated with this task and the following items on as needed requirement. In addition to the reports listed below, additional reports may be requested as deemed necessary.

## 6.4 TECHNICAL MEETINGS/REPORTS.

The contractor will be required to participate and contribute to various Agency technical meetings to include a weekly Technical Working Group meeting, weekly meeting, monthly Configuration Control Board Working Group meeting, and various ad hoc, as required “technical tiger team” meetings.

## 6.5 SOP UPDATE.

The contractors will provide SOP updates as required. It is important that current operations and SOPs are kept up to date.

## 6.6 SOFTWARE LICENSE MANAGEMENT REPORT.

The contractor will assist in proper configuration management by providing a software license management report semi-annually. This report will include an inventory of all UNIX based software currently used by the Agency and any anticipated changes to the number/type of software licenses. A sample report is shown in Appendix E of the SOW.

## 6.7 ENTERPRISE SYSTEM STATUS REPORT.

The contractor will produce a daily Enterprise System Status Report updated and due no later than 0900 hours, (See Appendix D Sample format). The purpose of this report is to document that basic system administration checks have been completed and document the state of the enterprise mission critical systems health. Examples of basic information that will be contained in the report to include the following items: verification that all mission critical systems are on line; security and other log checks for critical events reported (i.e. attempted security hack); specific services running on selected mission critical systems (i.e. exchange services running and mail can be sent/received); critical databases are running properly (i.e. no database errors/warnings); confirmation that backups are running properly; confirmation that the web server services are running properly; and confirmation that domain controllers are authenticating properly. This information is limited and basic and is simply a daily pulse check for the networks.

## 6.8 TRIP REPORTS.

All trip reports will be fully documented within five duty days of return. Trip reports will be provided for all Conferences, Seminars, In-Progress Reviews, Technical Development and Engineering Studies. Trip reports will be in standard Army format and delivered to the Government for review. All trip reports will be submitted to the COTR for approval within five work days.

## 6.9 METHOD OF DELIVERY.

Documentation of deliverables must be submitted through Government Web-Based Order Processing System for approval. All deliverables should be provided to the Government COR for review and acceptance. The contractor shall review, approve and sign all draft and final document deliverables. The contractor shall provide all deliverables in media and file formats required by the Government.

#### 6.10 INSPECTION AND ACCEPTANCE.

The specific deliverables and schedule for delivery shall be as agreed upon and documented in Work Request. Client agency reserves the right to prioritize work requests and negotiate delivery dates. In the absence of other agreements negotiated with respect to time provided for Government review, deliverables will be inspected and the contractor notified of the COR's findings within seven (7) calendar days of a normally scheduled review.

#### 6.11 CRITERIA FOR ACCEPTANCE OF WORK REQUESTS AND DELIVERABLES.

The Agency will review the contractor deliverables in accordance with all specifications stated in this statement of work and the deliverables. Deliverables will be monitored and tracked by the COR and designated government personnel. The designated government personnel will assist the COR in prioritization of the requests, providing quality assurance input to the COR for acceptance of completed work and actual closure of work requests. Only the Government Representative or designated authorized alternate and the Contracting Officer have the authority to inspect and accept or reject deliverables. The acceptance of deliverables and satisfactory work performance required herein shall be based on the timeliness and accuracy of the products requested by client. Specific deliverables will be itemized and explained in individual Work Requests. Upon review and acceptance of the individual Work Request deliverable and the monthly deliverables the Client Representative will assign a performance assessment. A composite performance assessment value will be provided for the monthly reporting of all deliverables. The delivery performance assessment values will be the percentage of acceptance and amount available for invoicing by the vendor.

#### 6.12 NON-CONFORMING PRODUCTS OR SERVICES.

Unless otherwise negotiated, the contractor shall correct or replace all non-conforming services or deliverables not later than five (5) work days after notification of non-conformance. Performance by the Contractor to correct defects found by the Government as a result of quality assurance surveillance and by the Contractor as a result of quality control, shall be at its' own expense and without additional reimbursement by the Government. Deficiencies with mission critical systems that result in an unplanned outage impacting operational missions shall be corrected within four hours.

#### 6.13 QUALITY CONTROL PLAN.

The contractor shall provide and maintain a Quality Control Plan (QCP) that contains, as a minimum, the items listed below to the Senior Contracting Officer for acceptance not later than five (5) business days after award. The Contracting Officer will notify the contractor of acceptance or required modifications to the plan.

The QCP shall include the following minimum requirements:

- A description of the inspection system to cover all major services and deliverables. The description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of inspectors. Additionally, control procedures for any government provided keys or lock combination should be included.
- A description of the methods to be used for identifying and preventing defects in the quality of service performed.
- A description of the records to be kept to document inspections and corrective or preventative actions taken.
- All records of inspections performed shall be retained and made available to the Government as required by applicable regulations.

#### 6.14 QUALITY ASSURANCE.

The Government will evaluate the contractor's performance of this task order. For those tasks listed in the Performance Matrix, the COR or other designated evaluator will follow the method of surveillance specified in this task order. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COR or other designated evaluator will require the contractor manager or representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation. It acknowledges that the contractor has been made aware of the non-compliance. Government surveillance of tasks not listed in the Performance Matrix or by methods other than those listed in the Performance Matrix (such as provided in the Inspection clause) may occur during the performance period of this task order. Such surveillance will be done according to standard inspection procedures or other task order provisions. Any action taken by the CO as a result of surveillance will be according to the terms of the task order.

#### 6.15 PAST PERFORMANCE INFORMATION.

In accordance with FAR 42.15 Contractor Performance Information, past performance evaluations shall be prepared for each task order that exceeds the simplified acquisition threshold placed against a Government-wide Acquisition Contract. For severable task orders, interim evaluations will be required prior to exercising any option periods. For non-severable task orders, evaluations must be collected, coordinated and reported upon completion of the task order.

The Government will provide and record Past Performance Information for acquisitions over \$100,000 utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS allows contractors to view and comment on the Government's evaluation of the contractor's performance before it is finalized. Once the contractor's past performance evaluation is finalized in CPARS it will be transmitted into the Past Performance Information Retrieval System (PPIRS).

Contractor's are required to register in CPARS, so contractors may review and comment on past performance reports submitted.

Contractors must register at the following websites:

CPARS: <http://www.cpars.csd.disa.mil/>

PPIRS: <http://www.ppirs.gov/>

#### 7.0 TASK ORDER TERMS AND CONDITIONS.

##### 7.1 PLACE OF PERFORMANCE.

##### 7.2 HOURS OF OPERATION.

Technical support to the users is required Monday through Friday, 0600-1800. The normal duty day will consist of eight consecutive hours, performed Monday through Friday, 0800-1700 with a one hour lunch break. Contractor technical support will be met using minimal manning Monday through Friday 0600-0800, and 1700-1800. During training exercises, deployment preparation, or other unknown TBD requirements, alternate work schedules may be required. Should hours of operation expand, the COR will review the requirements and determine if additional contractor personnel are required to support expanding missions. The Agency is currently reviewing the possibility of working a small portion of the system services professional staff during the non prime user hours (1800-0600 M-F) in order to leverage efficiencies in specific task performance. The contractor must be willing and able to adjust to these hours to support the BDE changing missions.

##### 7.3 OVERTIME HOURS.

Overtime/extended hours are authorized on this task; the contractor must obtain authorization from the Client Representative and Contracting Officer prior to anyone working overtime. Under no circumstances shall contractor

employees exceed the extended hour allotment. If additional extended hours are required, the contractor shall request, in writing, through the Contracting Officer that the task be amended accordingly.

#### 7.4 PERIOD OF PERFORMANCE.

Base period, with 2 option years, 22 September 2010 through 21 September 2013 for a total of (3) three years

#### 7.5 TASK MANAGEMENT.

The Government shall identify a Contracting Officer's Representative (COR). The COR will participate in project meetings, represent the CO in the technical phases of the work, and receive task order deliverables. The COR will provide technical assistance and clarification required for the performance of this task. The COR will not provide any supervision or instructional assistance to contractor personnel.

##### 7.5.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR) DESIGNATION.

After task order award, the Contracting Officer will appoint a COR and issue a COR Designation Letter stating the authority of the COR. The contractor will receive a copy of the written designation.

The COR is not authorized to change any terms or conditions of the Contract or task order. Changes in the task order requirements, price or terms and conditions shall only be made by the CO via properly executed modifications to the Contract or task order.

##### 7.5.2 MODIFICATION AUTHORITY.

Notwithstanding any of the other provisions of this Task Order, the Contracting Officer shall be the only individual authorized to:

- Accept nonconforming work,
- Waive any requirement of this Task Order
- Modify any term or condition of this Task Order

#### 7.6 KEY PERSONNEL.

Designate the minimum personnel that will be considered key personnel and assigned to this task order. The contractor shall propose appropriate labor categories for this (these) position(s). Key personnel must be assigned for the duration of the task order. The Government encourages and will evaluate additional key personnel as proposed by the contractor.

- One (1) Contractor Program Manager
- One (1) Contract Administrator

The Contractor shall identify all key personnel in the technical proposal. The Contractor shall assign Key Personnel whose names were identified in the quote and who are integral to the performance of the task requirements. The Contractor shall represent/acknowledge that all personnel assigned to this task order are capable of working independently and with demonstrated knowledge, skills and expertise in their respective functional areas, which are necessary to perform all assigned duties. If the Contractor personnel do not possess the expertise necessary to perform the tasks required under this task order, then the Contractor shall be responsible for appropriate training and/or replacing the personnel.

The Contractor shall not substitute Key Personnel during the task performance period unless the substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment; the Contractor shall

promptly notify the COR. The Contractor shall submit to the COR all proposed substitutions at least thirty (30) days in advance. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitution(s). Request must contain a complete resume for the proposed substitute, who shall have at least equal ability and qualifications, and received approval from the COR. Any changes in staffing shall be reported in the Monthly Progress Report.

#### 7.7 GOVERNMENT FURNISHED EQUIPMENT (GFE).

Utilize standard and specialized Government Furnished Equipment (GFE) to test and identify problems in order to isolate fault locations and implement corrective actions to restore the LAN operations. NOTE: The fault isolation capability will be to the Lowest Repairable Unit (LRU). Report these deficiencies to the Program Manager at the command, who will recommend administrative actions required to restore maximum system support and availability.

##### 7.7.1 GOVERNMENT PROVIDED PHONE ACCESS.

The government will provide PIN numbers and associated long distance phone access from the Fort Gordon operating location for the sole purpose of mission completion. This phone access will be utilized to make official long distance telephone calls only.

##### 7.7.2 GOVERNMENT PROVIDED LAPTOP COMPUTERS.

The government will provide contractors with laptop computers for deployed operations and desktop computers for the work place.

##### 7.7.3 GOVERNMENT PROVIDED PASSPORTS AND IMMUNIZATIONS.

For services that require deployment, a valid passport and current immunizations are required. The US Government will notify the contractor of visa requirements, the Contractor will be responsible for obtaining visas for deploying contractor personnel. The Contractor will be responsible for funding and processing of both the visa and immunization requirements. Deployment immunizations can/will be provided by the US Government at no cost to the contractor. Funding for these requirements will be in accordance with Section 8.1, Travel.

##### 7.7.4 GOVERNMENT PROVIDED US DOD IDENTIFICATION CARDS.

All contractors will be provided US DoD Identification Cards, and must be carried at all times while deployed or on a military installation. DoD Identification Cards does not negate the need or requirement for other security badges as required for specific installations and/or deployment to other countries in support of the mission.

##### 7.7.5 GOVERNMENT PROVIDED UNIFORM AND DEPLOYMENT ITEMS.

Contractors will be provided unique items which include, but are not limited to chemical suites, gas masks, protective equipment, TA-50 (Field Gear), and other deployment equipment and items. Contractors are responsible for the maintenance and upkeep of all unique items, to include the replacement of any lost or damaged items with the exception of normal wear and tear.

##### 7.7.6 CLIENT WORKSTATIONS AND NETWORK RESOURCE ACCESS.

The government will furnish adequate client workstations and access to the various networks and network resources required by the contractor. The contractor MUST use the government provided networks and due to security issues the contractor is NOT permitted to install or use any other network especially in the SCIF areas.

#### 7.8 CONTRACTOR FURNISHED ITEMS.

If tools or test equipment required for maintenance or calibrations are available at the site, the contractor may use the available resources on a rent-free, non-interference basis as authorized by the COR. The contractor should not

rely on the availability of these resources, however, and shall be required to provide all necessary tools and test equipment. If tools are required that the contractor does not have currently available, then the cost to procure the necessary items should be included as part of the contract proposal submission as specified in this SOW.

## 7.9 DEPLOYABLE EQUIPMENT AND SUPPORT ITEMS.

### 7.9.1 DESERT UNIFORMS ITEMS.

Contractor shall provide four sets of desert uniforms for use while deployed. These uniforms will be consistent with style, design, and color as those issued to US Military personnel. Contractors must follow the same dress and appearance requirements as US Military personnel. Contractors are required to wear provided uniforms while deployed unless the deployed commander waives the uniform requirement. Uniforms will be worn with name tags and Contractor's Company name in lieu of US; other accoutrements will be in accordance with US directives. Contractors are responsible for the maintenance and upkeep of all uniforms, to include the replacement of any lost or damaged uniforms with the exception of normal wear and tear.

### 7.9.2 NON-DEPLOYABLE.

The government will provide all necessary equipment, computers, cell phone, and furnishings for the on-site manager office, management, and technical support staff. Government office space will be provided for direct on-site technical support personnel only.

## 7.10 PROBLEM RESOLUTION.

The contractor shall bring problems, or potential issues, affecting performance to the attention of the COR and Contracting Officer. Verbal reports shall be followed up with written reports when directed. This notification shall not relieve the contractor of its responsibility to correct problems for which they are responsible. The contractor shall work cooperatively with the Government to resolve issues as they arise.

## 7.11 DISCLOSURE OF INFORMATION.

Information made available to the contractor by the Government for the performance or administration of this task order shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

## 7.12 ORGANIZATIONAL CONFLICT OF INTEREST.

If the contractor is currently providing support or anticipates providing support to the U.S. Army that creates or represents an actual or potential organizational conflict of interest (OCI), the contractor shall immediately disclose this actual or potential OCI in accordance with FAR Part 9.5. The contractor is also required to complete and sign an Organizational Conflict of Interest Statement in which the contractor (and any subcontractors, consultants or teaming partners) agree to disclose information concerning the actual or potential conflict with any proposal for any solicitation relating to any work in the TO. All actual or potential OCI situations shall be handled in accordance with FAR Subpart 9.5

## 7.13 PERSONAL SERVICE.

The Government has determined that use of the GSA contract to satisfy this requirement is in the best interest of the Government, economic and other factors considered, and this task order is not being used to procure personal services prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal Services Contract."

#### 7.14 PRIVACY ACT.

Work under this task order may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

#### 7.15 SECURITY CONSIDERATIONS.

Security for this project is CLASSIFIED TS/SCI All documentation (i.e. DD 254) required for security certification will be the responsibility of the contractor and the client organization. Contractor personnel shall be required to follow local procedures and policies including protection of classified information, building physical security, and attending required security/safety briefings.

The Government shall assist in arranging access to all Government facilities required for contract performance. Personnel shall comply with Government physical security policies and procedures. The Government and work centers are controlled environments with restricted access.

#### 7.16 TASK ORDER FUNDING.

It is anticipated that the task will be incrementally funded.

#### 7.17 CEILING PRICE NOTIFICATION.

Per clause "Incremental Funding – Time and Material/Labor Hour" provided in full text under Section 12.0 Task Order Clauses and Provisions, the contractor is reminded – "The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next sixty (60) days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract/order by the Government. The notice shall state the estimated amount of additional funds required to continue performance of the contract/order for the specified period of performance or completion that task."

#### 7.18 CEILING PRICE MANAGEMENT.

The task order will be managed based on the total task order ceiling price.

#### 7.19 TASK ORDER TYPE.

The task order will be awarded as a Time and Material order type.

#### 7.20 TRANSFER OF HARDWARE/SOFTWARE MAINTENANCE AGREEMENTS TO FOLLOW-ON CONTRACTORS.

The contractor shall ensure that all hardware/software agreements entered into under this task order are transferable to the Government and/or to other contractors at the discretion of the Government.

#### 7.21 DATA RIGHTS.

All data and data rights associated with this task order become the property of the U. S. Government in accordance with FAR 52.227-14, Rights in Data-General (Dec 2007). The Government will have exclusive rights over any developed software and applications databases under this task order.

#### 7.22 LIMITED USE OF DATA.

Performance of this task order may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this

effort, until made public by the Government, except as authorized by Government personnel or upon written approval of the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.

#### 7.23 TRANSITION SUPPORT.

The Contractor shall exercise its best efforts to effect an orderly and efficient transition with any incumbent or successor contractor to ensure that the required services are performed without interruption. The contractor shall implement their Transition Plan presented in their quote immediately on award. However, the Government may require changes to the plan after award of the task. Compliance of any Government requested changes or revisions to the plan are due within thirty (30) calendar days of the request, or sooner as negotiated.

#### 7.24 SECTION 508 COMPLIANCE.

All electronic and information technology (EIT) procured through this task order must meet the applicable accessibility standards at 36 CFR 1194. This regulation (36 CFR 1194) implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at (<http://www.section508.gov>).

The contractor shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, and Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

#### 7.25 TASK ORDER CLOSEOUT.

The contractor shall submit a final invoice within forty-five (45) calendar days after the end of The Performance Period. After the final invoice has been paid the contractor shall furnish a completed and signed Release of Claims to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment.

#### 7.26 CONTRACTOR'S PURCHASING SYSTEMS.

The objective of a contractor purchasing system assessment is to evaluate the efficiency and effectiveness with which the contractor spends Government funds and complies with Government policy with subcontracting.

Prior to the award of a task order the Contracting Officer shall verify the validity of the contractor's purchasing system. Thereafter, the contractor is required to certify to the Contracting Officer no later than 30 calendar days prior to the exercise of any options the validity of their purchasing system. Additionally, if reviews are conducted of the purchasing system after the exercise of the option, the contractor shall provide the results of the review to the Contracting Officer within 2 weeks from the date the results are known to the contractor.

#### 8.0 REIMBURSABLE COSTS.

The inclusion of reimbursable costs is a direct allocation of costs associated with support of this task order. All reimbursable costs must be in conformance with the task order requirements and authorized by the COR and the Contracting Officer.

#### 8.1 TRAVEL.

Travel may be required to fulfill the requirements of this task order. It is anticipated that contractor support may

require travel both CONUS and OCONUS. Contractors shall be required to have a valid passport and current immunizations for OCONUS travel. If applicable, the Government will notify the contractor of visa requirements. The contractor shall be responsible for obtaining passports, immunizations, and/or visas for traveling contractor personnel. The contractor shall be responsible for funding and processing these requirements. Since the anticipated travel costs cannot be accurately forecasted, it shall be awarded on a reimbursable basis for actual allowable costs that apply over the life of the Task Order. All travel shall be in accordance with the Federal Travel Regulations (FTR) and the Joint Travel Regulations (JTR) and adhere to FAR 31.205-46. The contractor shall ensure that the requested travel costs will not exceed the amount authorized in this task order. Travel must be submitted through GSA's Web-Based Order Processing System (ITSS) for COR approval.

Requests for travel approval shall:

- Be prepared in a legible manner
- Include a description of the purpose of the trip
- Be summarized by traveler
- Identify the task order number
- Identify the task order CLIN
- Be submitted in advance of the travel with sufficient time to permit review and approval

All travel must be authorized by the COR or other authorized approving official and be in compliance with the task order and all other applicable requirements. The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the trip purpose. Travel shall be scheduled during normal duty hours whenever possible. Airfare will be reimbursed for actual common carrier fares which are obtained by the most reasonable and economical means. The contractor shall provide a Trip Report for each trip associated with a travel approval. The contractor shall maintain a summary of all approved travel, to include at a minimum, the name of the traveler, location of travel, duration of trip, total cost of trip.

The estimated budget for contractor travel under this task order is:

- Base Period \$10,000.00
- Option Period One \$10,000.00
- Option Period Two \$10,000.00

## 8.2 TRAINING.

Training of contractor employees assigned to this task order shall be performed by the contractor at its own expense, except:

- When the Government has given prior approval for training to meet special requirements that are peculiar to its environment and/or operation;
- Limited training of contractor employees may be authorized when the Government changes hardware or software during the performance of this task order, and it is determined to be in the Government's best interest;
- The Government will not authorize training for contractor employees to attend Seminars, Symposiums, or User Group Conferences unless certified and approved by the COR that the attendance is mandatory for the performance of the task requirements.

In the event the government has approved and paid for a contractor employee's training, reimbursement shall not be authorized for costs associated with retraining of any replacement individual(s) should the contractor employee terminate from this task order. Costs that are not authorized include, but are not limited to, labor, travel and any associated retraining expenses.

Locations and duration of training cannot be fully defined at this time. All training must be authorized by the COR or other authorized approving official and be in compliance with the task order and all other applicable requirements.

The estimated budget for Training under this task order is:

- Base Period                      \$4,000.00
- Option Period One              \$4,000.00
- Option Period Two              \$4,000.00

### 8.3 OTHER DIRECT COSTS (ODCS).

The Government may require the Contractor to purchase hardware, software, firmware, maintenance, insurance, related supplies and other direct costs (ODCs) that are integral and necessary for the IT being acquired under the order. Such requirements will be identified at the time an order is issued or may be identified during the course of an order, by the Government or the Contractor.

ODCs, for material necessary for performance of this contract, shall be specified in individual orders and shall be reimbursed in accordance with the billing and payment clauses of this contract. The Contracting Officer will establish the maximum allowable amount of and determine the fair and reasonableness of the proposed price/prices. Proposed supplies and/or materials must be itemized and priced in the cost proposal.

The estimated budget for Other Direct Costs (ODCs) under this task order is:

- Base Period                      \$20,000.00
- Option Period One              \$20,000.00
- Option Period Two              \$20,000.00

### 9.0 INVOICING AND PAYMENT.

The contractor shall submit invoices for payments in accordance with the format contained in Invoice Requirements, to be considered proper for payment.

### 9.1 PAYMENT INFORMATION

The contractor shall provide the following payment information for Agency use. It must be an exact match with the information under the contract number in the Contract Registration (not the contractor's company or individual representative's registration) as well as with the information under the contractor's DUNS number in the Central Contractor Registration (CCR), <http://www.ccr.gov>. Mismatched information will result in rejected purchase orders and payments.

- Company Name – Legal Business Name and DBA (Doing Business As) Name
- Mailing Address – Contact and Address Information
- Remittance Address – Remit To Address Information

- Employer's Identification Number – Federal Tax ID
- DUNS (Data Universal Numbering System)

## 9.2 INVOICE INFORMATION

The invoice shall be submitted on official letterhead and shall include the following information at a minimum.

- Invoice Number – do not use any special characters; ACT Number from GSA Form 300, Block 4 (To be provided upon award)
- Task Order Number
- Contract Number from GSA Form 300, Block 3
- Point of Contact and Phone Number
- Remittance Address
- Period of Performance for the billing period
- Charges, identified by deliverable or line item(s), with a narrative description of the service performed.

Labor, reimbursable costs, and other charges (e.g., G&A) must be broken out as follows:

- Skill Level Number, Associated Skill Level Name, and Employee Name
  - Actual Hours Worked During the Billing Period
  - Travel itemized by individual and trip; backup information is required to substantiate the traveler's name, dates of travel, destination, purpose of travel and cost (airfare, lodging, per diem and other expenses) for each trip. This information must be provided in sufficient detail to allow verification of JTR compliance and verification with approved Action Items relative to authorized travel
  - Other Direct Costs itemized by specific item and amount
- Prompt Payment Discount, if offered
  - Total Invoice Amount – must match the acceptance information posted in ITSS and cannot exceed the current task order ceiling

## 9.3 INVOICE SUBMITTAL

Invoices shall be submitted simultaneously to Government Web-Based Order Processing System no later than five (5) workdays after acceptance by the Government of the product, service, and/or cost item. In the absence of Government acceptance of services within thirty (30) days, the contractor shall submit an invoice. Invoices shall be submitted monthly through Agency's electronic Web-Based Order Processing System to allow the client to electronically accept and certify services received by the COR. Electronic acceptance by the COR is considered concurrence and acceptance of services. The Contractor shall also submit a proper invoice to Agency's Accounts Payable Branch.

Original invoices shall be marked (stamped) "Original Copy" and submitted to Agency. For revised invoices, the Contractors should provide: 1) a distinguishing invoice number, 2) a brief explanation and 3) a cross reference to any previous invoice submission(s) for purposes of tracking and avoiding duplicate payments. The contractors can distinguish revised invoices by inserting an "R" at the end of the original invoice number, i.e. Inv123456 (original), Inv123456R (revised). If this invoice were to be submitted a second time, the invoice number would be

INV12345R2. This pattern can be repeated as needed.

Contractor may submit an electronic invoice on Agency's Finance web site or mail a hardcopy to the following address. Electronic posting is preferred and will result in a quicker payment. NOTE: Only use one method of submission, web site or regular U.S. mail, but not both.

Hardcopy invoice shall be submitted to:

XXXXXX

The invoice information posted must match the invoice information submitted to finance center to initiate a receiving report. The contractor's information in the Central Contractor Registration (CCR), (<http://www.ccr.gov>), must always match the contractor's information in ITSS. Incorrect or non-matching information is the contractor's responsibility and will result in rejected invoices or other similar delays in payment.

Charges shall not exceed the authorized cost limits established for the task order. The government will not pay any unauthorized charges.

Original receipts, travel vouchers, and related documentation that have been completed in accordance with Government Federal Travel Regulations (JTR) shall be maintained by the contractor and made available to Government auditors upon request. Reimbursable costs must not exceed the limit(s) specified in the task order. The Government will not pay charges that are not specifically identified in the task and approved, in advance, by the Contracting Officer.

Invoices for final payment must be so identified and submitted when the task has been completed and no further charges are to be billed and include the Release of Claims.

#### 10.0 ESTIMATED WORKLOAD

The Government estimates that the base year plus two option years will involve a level-of-effort per year delineated below. This estimated workload is based on past needs and projected requirements. Offerors shall quote only those personnel possessing qualifications and experience requirements which reflect an ability to perform all responsibilities for the specified labor category. This estimate is only a "guide" and is not intended to limit or require a proposal submission based on these figures.

#### 10.1 NON-DEPLOYED

Non-Deployed services involve services performed at the home station.

Estimated number of hours per month	Estimated Overtime hours per month	Estimated Total hours per month
<b>1,750</b>	<b>10</b>	<b>1,760</b>

#### 10.2 DEPLOYED.

Deployment services involve services performed outside the home station in a field location. Contingencies and Operational tempo will affect the total number of deployments and duration of deployments.

Estimated number of hours per month	Estimated Overtime hours per month	Estimated Total hours per month
<b>160</b>	<b>80</b>	<b>240</b>

Number of Members	Deployed OT (Over Normal)	Deployed Weeks/Year	Number of Trips
<b>1</b>	<b>40</b>	<b>1</b>	<b>1</b>

11.0 TASK ORDER CLOSEOUT.

The contractor shall submit a final invoice within forty-five (45) calendar days after the end of the Performance Period. After the final invoice has been paid the contractor shall furnish a completed and signed Release of Claims to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment.

12.0 TASK ORDER CLAUSES AND PROVISIONS.

Section I of the contractor's Basic Contract is applicable to this task order and is hereby incorporated by reference. In addition the following clauses apply.

12.1 FULL TEXT CLAUSES.

The following clauses are incorporated in full text:

**FAR 52.217-8, Option to Extend Services. (Nov 1999)**

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

**FAR 52.217-9, Option to Extend the Term of the Contract. (Mar 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) calendar days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

**FAR 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.

**DFARS 252.239-7001, Information Assurance Contractor Training and Certification (JAN 2008)**

- (a) The Contractor shall ensure that personnel accessing information systems have the proper and current

information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

### **Incremental Funding – Time and Material/Labor Hour**

The project may be incrementally funded. If incrementally funded, funds shall be added to the contract/order via a unilateral modification as the funds become available. The contractor shall not perform work resulting in charges to the Government that exceed obligated funds.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next sixty (60) days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract/order by the Government. The notice shall state the estimated amount of additional funds required to continue performance of the contract/order for the specified period of performance or completion that task.

Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

The Government is not obligated to reimburse the contractor for charges in excess of the contract/order funded amount and the contractor is not obligated to continue performance or otherwise incur costs that could result in charges to the Government in excess of the obligated amount under the contract/order.

### 12.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION CLAUSES (<http://www.arnet.gov/far/>)

NOTE: Paragraphs I.1 through I.14 of the contractor's awarded Alliant GWAC contract are applicable to this Task Order and are hereby incorporated by reference. In addition, the following applies.

<u>CLAUSE NO</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.227-14	RIGHTS IN DATA – GENERAL ALTERNATE V	(JUN 1987)
52.245.19	GOVERNMENT FURNISHED PROPERTY “AS IS”	(APR 1984)

### 12.3 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENTS (DFARS) CLAUSES INCORPORATED BY REFERENCE

<u>CLAUSE NO</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
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252.204-7004	Required Central Contractor Registration	(Nov 2001)
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	(Jan 2009)
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	(Mar 2006)
252.227-7013	Rights in Technical Data - Noncommercial Items	(Nov 1995)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	(Jun 1995)
252.227-7016	Rights in Bid or Proposal Information	(Jun 1995)
252.227-7019	Validation of Asserted Restrictions - Computer Software	(Jun 1995)
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	(Jun 1995)
252.228-7000	Reimbursement for War Hazard Losses	(Dec 1991)
252.228-7003	Capture and Detention	(Dec 1991)
252.246-7001	Warranty of Data	(Mar 2003)

#### 12.4 DEPLOYMENT CLAUSES/STATEMENTS.

The following clauses/statements may be applicable:

##### **FAR 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.

##### **FAR 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 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.

### **Deployment and Special Contractor Performance**

The following guidelines shall apply to contractors deploying to an AOR unless superseded by the CINC's OPOD, OPLAN, or VOCO.

Training and equipment shall be provided by the Government for all contractors deploying to the AOR as outlined in DA PAM 715-16, dated 27 Feb 1998, SUBJ:Contractor Deployment Guide".

Deployment requirements shall be met through an IDS (Individual Deployment Station) or CRC (CONUS Replacement Center) or equivalent. If directed by the Government, equivalent training and or equipment issue may be pursued by the contractor on a reimbursable basis.

Primary means of travel, training and equipment issue will be through the use of an ITO (Invitational Travel Orders) unless otherwise directed by the COTR.

#### Hardship and Danger Pay

Hardship differential pay shall be provided to the contractor at a rate set forth by the Department of State.

Hazardous duty pay shall be provided to the contractor at a rate set forth by the Theater Commander.

Note that each increase in pay must be authorized by the COTR. If not, the contractor may evacuate the theater with no negative ramifications.

#### Acts and Laws

The "War Hazards Compensation Act", "Longshore and Harbor Workers' Compensation Act" and the "Soldiers and Sailors Civil Relief Act" (in case of captivity), apply to all deploying contractors. Any additional cost incurred by the contractor to meet these laws will be on a reimbursable basis.

#### Designation of Essential Contract Personnel

The COTR will state in writing and upon approval of the commander the "by name" list of contractor personnel identified as "Essential". These personnel will continue their mission as specified in this statement of work even after the declaration of hostilities and any NEO (Non-essential Evacuation Order). The contractor shall also prepare a contingency plan to ensure all contract positions identified as essential are maintained.

All contractors not identified as essential shall be evacuated from the theater once a NEO order is issued.

#### Hazardous Statement

Contractors are expected to comply with all applicable US and international law. Unless addressed otherwise by

international agreement, contractor personnel are subject to the law of the nation in which they are located. This means that contractors must be prepared to comply with all local taxes, immigration requirements, customs formalities and duties, environmental rules, bond or insurance requirements, work permits, and transportation or safety codes. The fact that the military force for which they are performing services enjoys certain exemptions from local law does not mean contractor personnel are also exempt – generally, contractor personnel are not exempt from local law. During a declared war, contractor personnel accompanying the armed forces are subject to the criminal jurisdiction of the military and the Uniform Code of Military Justice. However, in all circumstances contractors are subject to host nation criminal law, unless specifically addressed otherwise by international agreement. Under newly enacted United States law, contractor employees and other civilians accompanying the armed forces can also be prosecuted by the United States for criminal acts.

When contractor personnel are deployed in support of U.S. operations, the U.S. may provide or make available, under terms and conditions as specified in the contract, force protection and support services commensurate with those provided to DoD civilian personnel to the extent authorized by U.S. and host nation law. These services may include but are not limited to medical/dental care, messing, quarters, special clothing, equipment, training, mail, and emergency notification. Units are to provide only those goods and services to contractor personnel that are specified in the terms of the contract when authorized under host nation law or applicable international agreement.

During contingencies that constitute international armed conflicts, contractor personnel are non-combatant persons accompanying the armed forces but may nevertheless be subject to hostile action because of the support they provide in close proximity to combat forces. Commanders should take care to ensure that contractor personnel are not used in any manner that would jeopardize their status under international law as non-combatant persons accompanying the armed forces. Assuming they have not jeopardized their status as noncombatants, if captured during an international armed conflict, contractor personnel accompanying the armed forces are afforded the same protection granted to Prisoners of War (POWs) under the Third Geneva Convention of 1949.

Commanders should not issue firearms to contractor personnel operating on their installations, nor should they allow contractor personnel to carry personally owned weapons. With the express permission of the geographic CINC and in consultation with host nation authorities, commanders may deviate from this prohibition of firearms only in the most unusual circumstances (e.g., for protection from bandits or dangerous animals if no military personnel are present to provide protection).

Commanders should not issue military garments (e.g., BDUs, Gortex jackets) to contractor personnel. Exceptions may be made for compelling reasons such as a need for chemical protective equipment when the contract requires the Government to issue such items rather than requiring the contractor to provide them to its personnel. Should commanders issue any type of standard uniform item to contractor personnel, care must be taken to require that the contractor personnel be distinguishable from military personnel through the use of some distinctively colored patches, armbands, or headgear. Although many contractor personnel supporting U.S. Air Force operations are former military members, the contract and commanders must make it clear that contractor personnel have no military status.

Pursuant to the Defense Base Act (42 U.S.C. 1651, *et seq*), US contractor personnel deployed in a theater of operations to perform "public work" may qualify for workers' compensation if injured, killed or missing while deployed. Compensation and limitations are further explained in the War Hazards Compensation Act (42 U.S.C. 1701, *et seq*). Ordinarily, contractors will be required to obtain insurance coverage for such risks and potential compensation on behalf of its employees (FAR 28.305, 52.228-3 or 52.223-4).

The requirements of this contract have been identified by the Government as being essential to the mission and operational readiness of the U.S. operating worldwide. Therefore, the contractor may be required to perform this contract during crises, including war or a state of emergency, subject to the requirements and this provision.

The contractor shall be responsible for performing all requirements of this contract notwithstanding a crisis situation including the existence of any state of war, whether declared or undeclared, or state of emergency, by the United States or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U.S. forces in the host nation. Failure by the contractor to perform may subject the contractor to a termination of this contract by cause. If a crisis is determined, an equitable

adjustment will be negotiated.

Crisis situations shall be determined by the overseas theater Commander-In-Chief or when Defense Readiness Condition (DEFCON) Three (3) is declared for that area.

Contractor personnel and dependents may be integrated into Government contingency plans and afforded the same rights, privileges, protection, and priority as Government personnel. The Government may provide security, housing, and messing facilities for contractor personnel and dependents should conditions warrant.

The contractor further agrees to assure that formal company policies and procedures effectively address the obligations in this clause, and that all employees associated with this contract are fully aware of those specified policies, procedures, and obligations.

### **Continued Performance during War and Any State of Emergency**

This task order incorporates the "Continued Performance during War and Any State of Emergency" requirement, as follows:

- A. The requirements of this task order (xxxx) have been identified by the United States Government as being essential to the mission and operational readiness of US forces. The contractor may be required to perform this contract during war or states of emergency, subject to the terms listed below.
- B. The contractor will be responsible for performing all requirements of this contract notwithstanding the existence of any declared or undeclared state of war or states of emergency, as declared by the United States. The contractor will participate in any requirements related to the United States preparation for any of the above incidents, in accordance with the direction of the contracting officer. Failure by the contractor to perform may subject the contract to a termination for default.
- C. For purposes of defining negative incentives, profit shall be determined as actual hourly rates plus G&A, overhead, and fringe.