

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 BACKGROUND

This project addresses the need for a more robust, comprehensive information and data management plan that can improve the efficiency for sharing, storing and analyzing information related data throughout the Division. This project will focus on these areas: (1) information system that includes management and data storage, (2) electronic transmission of data between agency and its public health partners (3) linking information and (4) the development of an information portal. These infrastructure improvements will without doubt greatly enhance response activities of the agency.

## 1.1 OBJECTIVE

The objective of program is to:

- Strengthen the infrastructure of the information management and related processes
- Link critical data
- Develop information portal to increase the efficiency of sharing data

It is expected that the Division will meet the demands of public health more readily and efficiently by successfully utilizing information technology enhancements that serve division-wide information processes. This goal will be achieved by enhancing the divisional information systems to allow staff in all branches/activities to retrieve centrally located data for further analysis, testing or research.

## 1.2 TASK ORDER TYPE

The task order will be awarded as a Time and Materials.

## 1.3 PERIOD OF PERFORMANCE

Duration of this task is from date of award through 12 months with two (2) twelve month option periods.

## 1.4 APPLICABLE DOCUMENTS

## 2.0 OBJECTIVE

The objective of this task order is to acquire programming/data management/scientific information support services included but not limited to the functional categories below.

### 3.0 SCOPE

The Government requires the contractor to provide support in planning, designing, developing, implementing information systems, within the XXX Division scientific setting.

Tasks may include systems and application modifications, including:

- Requirements analysis
- Programming
- Unit testing
- Quality assurance for integration testing
- Preparing documentation
- User training

These tasks will include reviewing the need for data system development in proposed projects, evaluating existing systems or systems under development, and developing justifications and plans for the development or upgrade of proposed data systems. Development activity shall include developing new systems, and adapting existing systems to current standards and capabilities.

The three focus areas include:

- Implementation of a selected IMS
- Continue currently functioning task of enhancement of an influenza laboratory data repository including a) integration of currently unrepresented laboratory data , b) providing electronic transmission of orders and results (ETOR) capability as part of electronic laboratory messaging, c) associating key epidemiological data from external sources such as provider clinical specimen data through Network
- Develop of information portal. The main information technology tasks associated with these key areas are: System and Database Architecture Development, Database Structure and Data Entry Development, and User Interface Development. Tasks may require occasional travel to public health laboratories and/or health care provider sites.

#### 3.1 PROVIDE SUPPORT FOR GENERAL PROJECT PLANNING AND MANAGEMENT

- 3.1.1 The contractor shall provide project management support for the key development activities of the project as defined in the scope in Section 3.0 above.
- 3.1.2 The contractor shall review the Project Charter for Informatics improvements and insure that project execution occurs in accordance with the overall ID strategic plan.
- 3.1.3 The contractor shall conduct interviews with staff to determine specific requirements for execution of tasks associated with the scope of this project.
- 3.1.4 The contractor shall work with program lead to develop a comprehensive project plan (roadmap) that identifies the tasks, defines project staff roles/responsibilities, and provides a timeline for completion of tasks.

- 3.1.5 The contractor shall develop a communication plan for project information sharing and comments on a routine basis as well as monthly briefings for leadership.
- 3.1.6 The contractor shall be responsible for preparing Enterprise Performance Lifecycle (EPLC) and Capital Planning and Investment Control (CPIC) documentation in accordance with reporting requirements that will be associated with execution of the project.
- 3.1.7 The contractor shall be responsible for directing task performance in collaboration with the contracting officer representative (COR).
- 3.1.8 The contractor shall assist the staff with identifying problems and providing solutions for both technical and other project related issues.
- 3.1.9 The contractor will be responsible for providing on-going evaluation of project work, quality, and timeliness for completion of projects.
- 3.1.10 The contractor shall provide support in the following areas:
- Strong project management skills
  - Experience with implementation of IT Systems
  - Strong database architecture skills
  - Background in programming skills
  - Knowledge of system architecture
  - Experience equivalent in Information Systems
  - Strong interpersonal and communications skills
- 3.2 SUPPORT FOR SURVEILLANCE DATA RECEIVED BY THE AGENCY:
- 3.2.1 The contractor shall become familiar with the surveillance reporting to agency.
- 3.2.2 The contractor shall perform a systems analysis and develop a plan for linking surveillance reports data with receipt data.
- 3.2.3 The contractor shall ensure that information received as a result of ILI.Net are flagged in the receipt database.
- 3.2.4 The contractor shall develop a project plan with resources and times to accomplish enhancement of the divisional MS SQL database to include integration of currently unrepresented data. This enhancement will allow staff in all branches/activities to retrieve centrally located data for further analysis, testing or research. The contractor shall support the data managers and staff to integrate data derived from the following activities as needed: resistance susceptibility testing, diagnosis, and population surveillance.
- 3.2.5 The contractor shall work to enhance the divisional MS SQL database to include integration of currently unrepresented data. This enhancement will allow staff in all Branches/activities to retrieve centrally located data for further analysis, testing or research. The contractor shall support the data managers and staff to integrate data derived from the following sources as needed.
- 3.2.6 The contractor will ensure connectivity/interoperability of MS SQL database enhancements with bioinformatics management systems in the Facility.

3.2.7 The contractor shall develop an integrated database system for to share surveillance data and results data.

3.2.8 The contractor shall provide support in:

- System analysis
- Database architecture and management
- Programming skills
- Strong interpersonal and communications skills

### 3.3 SUPPORT FOR DEVELOPMENT, IMPLEMENTATION, AND MAINTENANCE OF INTEGRATED DATA STORAGE, RETRIEVAL, AND REPORTING APPLICATIONS

3.3.1 The contractor shall design and present a plan for integrated data storage with the assistance of the program. This data repository will work in conjunction with the division MS SQL database and will contain a higher level of data that is designed specifically for specialized reporting situations.

3.3.2 The contractor shall work with Divisional SMEs to determine the type of specialized reports needed, the data to be included, and from what database system the data is pulled to populate the data storage.

3.3.3 The contractor shall include as a part of the design, storage of all data and reports. These data become part of the historical records. The final organizational structure of the storage system will be determined by COR and contractor.

3.3.4 The contractor shall document the design and all technical details for maintenance purposes.

3.3.5 The contractor shall provide support in the following areas:

- Database architecture
- User Interface Design and Development
- Experience with data warehouses or repositories
- Programmers

### 3.4 SUPPORT FOR DEVELOPMENT, IMPLEMENTATION, AND MAINTENANCE OF AN INFORMATION MANAGEMENT SYSTEM (IMS).

3.4.1 The contractor shall provide informatics support to facilitate implementation of the IMS that the agency selects for management. The contractor will work with the Surveillance and Diagnosis Branch (VSDB) Subject Matter Expert (SME) staff during and after the installation to assure adequate Division input is provided.

3.4.2 The contractor shall assess IMS as needed.

3.4.3 The contractor shall ensure the connectivity/interoperability between the selected IMS and existing databases.

3.4.4 The contractor shall develop a project plan with resources and times to accomplish the configuration and customization of XXX select IMS that will allow staff in all Branches/activities to retrieve centrally located data for further analysis, testing or research. The contractor shall support the data managers and staff to integrate data derived from the following sources as needed.

- 3.4.5 The contractor shall work to configure and customize agency select IMS in accordance with the policies and requirements set forth by the Division.
- 3.4.6 The contractor shall maintain documentation related to design, development testing and implementation of the IMS, including details on customization and/or configuration, programming, codes, scripts, etc.
- 3.4.7 The contractor shall be responsible for the tracking of problem resolution with documentation such as keeping a correction logbook or files.
- 3.4.8 The contractor shall provide support in the following areas:
- Experience with IMS implementation
  - Laboratory experience or knowledge
  - Strong programming skills with expertise in customizations/configurations; in-process and future lab configurations activities
  - Solving problems with functionality or performance; tracking and providing progress reports against change and issue requests
  - Strong data management skills
  - Quality Management skills
  - Experience in providing training
  - Strong interpersonal and communications skills

3.5 SUPPORT FOR THE DEVELOPMENT, IMPLEMENTATION, AND MAINTENANCE OF ELECTRONIC TEST ORDERS AND RESULTS (ETOR)

- 3.5.1 The contractor shall research and become familiar with the Public Health Laboratory Interoperability Project (PHLIP), its implementation in State Public Health Laboratories and its technological architecture, as well as related agency-supported laboratory interoperability work in the Office of Surveillance, Epidemiology, and Laboratory Services (OSELS).
- 3.5.2 The contractor shall travel as needed to a state PHL to review a functional implementation of electronic records exchange as part of the R&D effort for implementation.
- 3.5.3 The contractor shall develop the capability within the divisional IMS and/or database system to send and receive HL7 electronic messages to support Electronic Test/Order Reporting (ETOR), based on the system being developed by APHL, designated Public Health Laboratory Interoperability Project (PHLIP).
- 3.5.4 The contractor shall work with the agency to facilitate the electronic exchange of laboratory data and reports.
- 3.5.5 The contractor shall participate in the ETOR weekly calls and the monthly PHLIP Change Order Control Board calls orchestrated by APHL.
- 3.5.6 The contractor shall provide support in the following areas:
- Technical knowledge for the development of IMS to accept and receive HL7 messages
  - Experience or knowledge of PHLIP (preferred)

- Expertise in HL7 messaging and vocabulary
  - Laboratory experience or knowledge
  - Experience in providing training
  - Strong interpersonal and communications skills
- 3.6 SUPPORT FOR THE DEVELOPMENT, IMPLEMENTATION, AND MAINTENANCE OF A SYSTEM TO LINK DATA AS OBTAINED THROUGH THE NETWORK.
- 3.6.1 The contractor shall research the surveillance system with SMEs to gain an understanding of the concept and to identify the technical issues related to the lack of linkage of data to the information submitted for testing.
- 3.6.2 The contractor shall travel as needed to three provider sites to develop requirements for resolving the problem if necessary.
- 3.6.3 The contractor shall work with SMEs to develop a project plan that clearly addresses the technical requirements for ensuring clinical data/specimen linkage from the point of origin to agency.
- 3.6.4 The contractor will estimate resources needed to implement the project.
- 3.6.5 The contractor shall develop and implement a technical solution for ensuring linkage of data from the point of origin to the agency; system must function as a component of the information enhancement project by integrating with IMS and/or the ID MS SQL database as necessary.
- 3.6.6 The contractor shall provide support in the following areas:
- Systems analysis
  - Informatics
  - Project planning skills
  - Strong interpersonal and communications skills
- 3.7 SUPPORT FOR DEVELOPMENT, IMPLEMENTATION, AND MAINTENANCE OF INFORMATION PORTAL
- 3.7.1 The contractor shall consult with Division Office of the Director (OD) staff to determine the scope, the critical data elements (content), and the work plan for continuation of current development of the Sharepoint divisional portal.
- 3.7.2 The contractor shall consult with the SMEs in order to finalize the work plan for the portal. The work plan shall include phased implementation and that functional phases will be released as soon as they have been validated and certified.
- 3.7.3 The contractor shall generate design requirements for the portal based on standard usability guidelines and in accordance with agency policies working with the National Center Informatics service team.
- 3.7.4 The contractor shall work in collaboration with the National Center Informatics service team to program and test portal phases within the independent development environment.



- 3.7.5 The contractor shall complete functional testing and validate all portal components
- 3.7.6 The contractor shall work with the National Center Information Systems Security Officer to test and validate security functions of the portal
- 3.7.7 The contractor shall work with the National Center Information Systems Security Officer to complete required security forms.
- 3.7.8 The contractor shall modify and/or enhance the portal as new requirements arise in accordance with Division needs. The contractor shall obtain approval from the COR before modifications or enhancements are made.
- 3.7.9 The contractor shall serve as the main point of contact for inquiries and communications.
- 3.7.10 The contractor shall maintain the portal, in compliance with IT support services, for the duration of the project.
- 3.7.11 The contractor shall develop standard operating procedure (SOP) documentation for configuration, development, and maintenance of portal and should gain approval for final documentation from COR.
- 3.7.12 The contractor shall consult and collaborate with IT support services to troubleshoot portal functional problems such as response time, connectivity, and missing content.
- 3.7.13 The contractor shall provide training to end users at the completion of portal phases before going into production.
- 3.7.14 The contractor shall submit the training plan to the COR or approval before training begins.
- 3.7.15 The contractor shall provide support in the following areas:
  - Knowledge in information architecture
  - Experience in web development
  - Experience in web design
  - Programming skills in client-side and server side scripting language
  - Knowledge in database technologies
  - Strong interpersonal and communications skills

4.0 PERFORMANCE CRITERIA MATRIX

Deliverable or Services Required (1)	Measures of Success and Indicators (2)	Standards - Criteria (3)	Method of Surveillance (5)
PWS Paragraph 3.1. Provide support for general project planning and management	Provide appropriate levels of support for overall project management functionality to ensure continued enhancement and success of the Program including: planning, development, implementation, review, risk management, and	97% accuracy	Bi-weekly and Monthly customer review of deliverables and customer complaint.

	<p>evaluation..</p> <p>Ensure appropriate level of communication with project team, program COR, and other program colleagues to facilitate execution of tasks and sustain progress.</p> <p>Ensure appropriate level and quality of reporting activities to facilitate execution of tasks, encourage collaboration, and sustain progress</p> <p>Ensure that all new IT development products and any enhancements of existing systems, databases, and/or platforms are tested and validated for functionality, accuracy, and adherence to security standards.</p> <p>Provide special reports for IT investment planning and implementation as required by program.</p> <p>Ensure that documentation for process development and task execution is up-to-date and made available to project team and Division contacts as required.</p> <p>Ensure on-site contractor personnel uphold and comply with all site security and other regulations/procedures.</p> <p>Conduct daily reviews and issue requested reporting of contractor personnel and their functions.</p>		
<p>PWS Paragraph 3.2 Support for linking surveillance data</p>	<p>Provide appropriate level of support for review of internal and external database and surveillance systems and their associated service mechanisms.</p> <p>Provide timely and appropriate level of support for process planning and implementation of database enhancements.</p>	<p>99% accuracy</p>	<p>Bi-weekly and Monthly customer review of deliverables</p>

	<p>Provide appropriate level of support for daily implementation of project tasks to encourage overall success and efficient implementation of the project.</p> <p>Provide appropriate level of support for communication and report generation to encourage overall success and efficient implementation of the project.</p> <p>Ensure that documentation for process development and task execution is up-to-date and made available to project team and Division contacts as required.</p> <p>Ensure that documentation for process development and task execution is up-to-date and made available to project team and Division contacts as required.</p> <p>Ensure that all new IT development products and any enhancements of existing systems, databases, and/or platforms are tested and validated for functionality, accuracy, and adherence to security standards.</p>		
<p>PWS Paragraph 3.3 Support for development, implementation, and maintenance of integrated data storage, retrieval, and reporting applications</p>	<p>Provide appropriate level of support for review of internal and external databases, surveillance systems, and IMS for identification of service mechanisms related to laboratory processes and laboratory information management.</p> <p>Provide timely and appropriate</p>	<p>98% accuracy</p>	<p>Bi-weekly and Monthly customer review of deliverables</p>

	<p>level of support for process planning and implementation of database enhancements.</p> <p>Provide timely and appropriate level of support for process planning and implementation of tasks to improve general laboratory information management within the Division.</p> <p>Provide timely and appropriate level of support for process planning and implementation of tasks to improve automation of laboratory reporting.</p> <p>Provide appropriate level of support for daily implementation of project tasks to encourage overall success and efficient implementation of the project.</p> <p>Provide appropriate level of support for communication and report generation to encourage overall success and efficient implementation of the project.</p> <p>Ensure that documentation for process development and task execution is up-to-date and made available to project team and Division contacts as required.</p> <p>Ensure that all new IT development products and any enhancements of existing systems, databases, and/or platforms are tested and validated for functionality, accuracy, and adherence to security standards.</p>		
<p><b>PWS Paragraph 3.4</b> Support for development, implementation, and maintenance of a Information Management</p>	<p>Provide appropriate level of support for review of internal and external databases, surveillance systems, and IMS for identification of service mechanisms related to laboratory</p>	<p>98% accuracy</p>	<p>Bi-weekly and Monthly customer review of deliverables</p>

<p>System (IMS).</p>	<p>processes and laboratory information management.</p> <p>Provide timely and appropriate level of support for process planning and implementation of tasks to improve general information management within the Division.</p> <p>Provide timely and appropriate level of support for process planning and implementation of tasks to improve automation of laboratory reporting.</p> <p>Provide timely and appropriate level of support for process planning and implementation of database enhancements.</p> <p>Provide appropriate level of support for daily implementation of project tasks to encourage overall success and efficient implementation of the project.</p> <p>Provide appropriate level of support for communication and report generation to encourage overall success and efficient implementation of the project.</p> <p>Ensure that documentation for process development and task execution is up-to-date and made available to project team and Division contacts as required.</p> <p>Ensure that all new IT development products and any enhancements of existing systems, databases, and/or platforms are tested and validated for functionality, accuracy, and adherence to security standards.</p>		
<p><b>PWS Paragraph 3.5</b> Support for the development, implementation, and</p>	<p>Provide appropriate level of support for review of internal and external databases, surveillance systems, and IMS for identification of service</p>	<p>98% accuracy</p>	<p>Bi-weekly and Monthly customer review of deliverables</p>

<p>Maintenance of electronic test orders and results (ETOR)</p>	<p>mechanisms related to electronic data exchange.</p> <p>Provide timely and appropriate level of support for process planning and implementation of database/IMS enhancements.</p> <p>Provide timely and appropriate level of support for process planning and implementation of tasks to improve exchange of data.</p> <p>Provide timely and appropriate level of support for process planning and implementation of tasks to support electronic Test/Order Reporting.</p> <p>Provide appropriate level of support for daily implementation of project tasks to encourage overall success and efficient implementation of the project.</p> <p>Provide appropriate level of support for communication and report generation to encourage overall success and efficient implementation of the project.</p> <p>Ensure that documentation for process development and task execution is up-to-date and made available to project team and Division contacts as required.</p> <p>Ensure that all new IT development products and any enhancements of existing systems, databases, and/or platforms are tested and validated for functionality, accuracy, and adherence to security standards.</p>		
<p><b>PWS Paragraph 3.6</b> Support for the development, implementation, and maintenance of a system to link data</p>	<p>Provide appropriate level of support for review of internal and external databases, surveillance systems, and IMS for identification of service mechanisms related to linkage of clinical and specimen data</p>	<p>98% accuracy</p>	<p>Bi-weekly and Monthly customer review of deliverables</p>

	<p>Provide timely and appropriate level of support for process planning and implementation of database/IMS enhancements.</p> <p>Provide timely and appropriate level of support for process planning and implementation of tasks to improve exchange of data.</p> <p>Provide timely and appropriate level of support for process planning and implementation of tasks to support data.</p> <p>Provide appropriate level of support for daily implementation of project tasks to encourage overall success and efficient implementation of the project.</p> <p>Provide appropriate level of support for communication and report generation to encourage overall success and efficient implementation of the project.</p> <p>Ensure that documentation for process development and task execution is up-to-date and made available to project team and Division contacts as required.</p> <p>Ensure that all new IT development products and any enhancements of existing systems, databases, and/or platforms are tested and validated for functionality, accuracy, and adherence to security standards.</p>		
<p><b>PWS Paragraph 3.7</b> Support for development, implementation, and maintenance of an Information Portal</p>	<p>Provide timely and appropriate level of support for process planning and implementation of tasks to support integration of Divisional data into Sharepoint portal.</p> <p>Provide appropriate level of support for daily implementation of project tasks to encourage</p>	<p>98% accuracy</p>	<p>Bi-weekly and Monthly customer review of deliverables</p>

	<p>overall success and efficient implementation of the project.</p> <p>Provide appropriate level of support for communication and report generation to encourage overall success and efficient implementation of the project.</p> <p>Ensure that documentation for process development and task execution is up-to-date and made available to project team and Division contacts as required.</p> <p>Ensure that all new IT development products and any enhancements of existing systems, databases, and/or platforms are tested and validated for functionality, accuracy, and adherence to security standards.</p>		
<p><b>PWS Paragraph 6.6</b> Monthly Status Reports</p>	<p>Provide accurate reports reflecting required information in the prescribed format and delivered on or before the due date.</p>	<p>98% accuracy</p>	<p>Monthly customer review of deliverables</p>
<p><b>PWS Paragraph 6.3</b> Quality Control</p>	<p>Well defined and easily understood plan with reporting and corrective action instructions. Quality Control Plan must be delivered within ten (10) business days following Task Order award date.</p>	<p>No deviation from standard is allowed</p>	<p>100% Government inspection and acceptance</p>
<p><b>PWS Paragraph 6.4</b> Quarterly Assurance</p>	<p>The Government will quarterly review contractor's performance and quality assurance plan to ensure compliance.</p>	<p>98% accuracy</p>	<p>Quarterly customer review of deliverables and customer complaint.</p>
<p><b>PWS Paragraph 8.0</b> Monthly Invoicing</p>	<p>Perform comparison of Billed labor rates to proposal. All invoices will be reviewed to ensure the contractor is billing per the ceiling rates under the Alliant contract, and that the contractor is not exceeding the ceiling of the Task Order.</p>	<p>100% accuracy</p>	<p>100% Government surveillance of invoices.</p>



## 5.0 TASK ORDER DELIVERABLES

The following schedule of milestones will be used to monitor timely progress on the task order. In this schedule, DOA designates “Date of Award”. The number of days referenced below is in calendar days unless otherwise noted.

<b>Milestone/Deliverable</b>	<b>PWS Section Reference</b>	<b>Planned Completion/Due Date</b>
Initial Kickoff Meeting	3.8	10 calendar days after award
Monthly Status Report (MSR) – Including Functional Activity Progress and Cost and Performance Status	3.11.1	10 Business days following the end of the contractors accounting period
Biweekly Updates and review of documentation as specified in each PWS section	3.1,3.2, 3.3, 3.4,3.5, 3.6, 3.7	Every other Monday
Complete Documentation	3.1,3.2, 3.3, 3.4,3.5, 3.6, 3.7	Due at Project end

Services under this Task Order will include services requested and controlled by means of work orders or production control logs which will delineate specific objectives, deliverables, desired completion time frames, and constraints. The contractor shall be responsible for delivering all end items specified in the work orders as well as the work control documentation. These items shall be provided to the COR

Deliverables shall be contingent on the technical direction for a particular effort. For example, the form, content and required delivery for equipment installation shall be dependent on the scheduled shipping and type of system. The complexity of the system will dictate the complexity of the installation efforts which will in turn impact the complexity of the installation plan. Deliverables associated with work orders shall be described in the work order direction.

### 5.1 METHOD OF DELIVERY

Documentation of deliverables must be submitted through agency’s Web-Based Order Processing System for client approval. All deliverables should be provided to the Government COR for review and acceptance. The contractor’s Project Manager 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 client.

### 5.2 RIGHTS IN DATA

In accordance with FAR 52.227-14, the architecture, implementation plan, unique capabilities, materials and other items designed and/or developed for this task order and related projects and the complete data rights to these items shall be the sole property of the U.S. Government.

All information derived and used for development is considered Government proprietary and shall not be used or shared with any other materials, briefings, development, or non CDC support by the contractor or its agents. This information is considered intellectual property of the U.S. Government and shall not be released. After completion and acceptance, all information held by the contractor will be deleted from the contractor’s system(s) and the contract Security Officer will validate in writing to the Government COR that all documentation and information derived from the contract has been purged from all systems, whether administrative or program related. Only the contractual and budgetary (cost, invoicing, etc) information required by law shall be retained by the contractor.

## 6.0 INITIAL BUSINESS AND TECHNICAL (KICK-OFF) MEETING

Within ten (10) 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 plan for controlling the task costs and schedules. The meeting shall be attended by all contractor key personnel and shall be held at the Government facility.

## 6.1 INSPECTION AND ACCEPTANCE

Inspection and acceptance will occur in accordance with FAR 52.212-4(a). 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 findings within five (5) work days of normally scheduled review. If the deliverables are not acceptable, the COR will notify the Customer Account Specialist (CAS) immediately.

Non-conforming products or services will be rejected. Deficiencies will be corrected, by the contractor, within 10 work days of the rejection notice. If the deficiencies cannot be corrected within ten (10) work days, the contractor will immediately notify the COR of the reason for the delay and provide a proposed corrective action plan within 10 work days. If the contractor does not provide products or services that conform to the requirements of this task order, the Government will document the issues associated with the non-conforming products or services in the determination report.

## 6.2 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performance, reports, and other deliverables under this task order shall be performed by the Government COR at the applicable Government facility.

## 6.3 CONTROL

The contractor shall provide and maintain a Quality Control Plan (QCP) that contains, as a minimum, the items listed below to the CR and PM for acceptance not later than ten (10) calendar days after award. The PM will notify the contractor of acceptance or required modifications to the plan. The contractor shall make appropriate modifications and obtain acceptance of the plan within thirty (30) calendar day from the date of award.

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 of inspectors.
- 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 upon request throughout the task order performance period, and for the period after task order completion, until final settlement of any claims under this task order.

#### 6.4 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.

##### 6.4.1

The contractor shall notify the Government COR and as soon as it becomes apparent to the contractor, that a scheduled delivery will be late. The contractor shall include the rationale for the late delivery, the expected date for the delivery and the project impact for the late delivery. The COR will review the new schedule and provide feedback to the contractor. Such notification in no way limits the Government's right to any and all rights and remedies up to and including termination.

#### 6.5 MEETINGS AND REPORTS

All Task Order related reports shall be submitted in the agency's electronic Web-Based Order Processing System.

The contractor shall conduct In 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.

#### 6.6 MONTHLY STATUS REPORT (MSR)

The contractor shall provide a MSR ten business days following the end of the Contractor's accounting period in lieu of Not Later Than` the tenth workday following the close of each calendar month. This report shall analyze the current task order and provide task order accounting information. The MSR shall include, but is not limited to, the following elements:

- A summary of work performed by task functional area for the reporting period
- Milestones and updates against task activities
- Progress toward open efforts
- New work started during the reporting period
- Deliverables submitted or progress on deliverable products
- Brief summary of activity planned for the next reporting period.
- Total billed hours

- Travel costs and charges - including the traveler's name, dates of travel, destination, purpose of travel and cost for each trip (original receipts, travel vouchers, etc. completed in accordance with Government Travel Regulations shall be maintained by the contractor to support charges other than labor hours and made available to Government auditors upon request)

The contractor shall also provide a rolled-up summary of the task order to date. The contractor shall also reconcile within the monthly report the above contractor provided information with each invoice such that they can be matched month-by-month.

The contractor shall maintain and report time worked at the project/task level in a monthly. The contractor shall pass this requirement to subcontractors.

Upon task order completion, the Contractor shall assemble in an orderly and logical manner, and deliver to the Government, all working papers prepared during the contract term. These working papers shall include background studies, research documents, drawings, charts, diagrams, and any other documents developed at Government cost. Any final report(s) due shall be submitted within ten (10) calendar days after the last month of performance.

#### 6.7 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.

#### 6.8 PROBLEM RESOLUTION

The contractor shall bring problems, or potential issues, affecting performance to the attention of the COR as soon as possible. Verbal reports will 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 will work cooperatively with the Government to resolve issues as they arise.

#### 7.0 TASK ORDER TERMS AND CONDITIONS

##### 7.1 PLACE OF PERFORMANCE

Work will be performed on-site at the XXX. The contractor is notified that some contractor employees may be working in off-site government or commercial facilities/areas with varying safety standards and conditions, such as where hazardous materials are stores or are in use; construction zones; areas where heavy machinery and equipment are in use, etc. and employees must comply with safety codes, regulations and standards appropriate for the conditions.

## 7.2 HOURS OF OPERATION

Contract employees will provide coverage between the hours of 7:00 AM – 6:00 PM, Monday through Friday, except government observed holidays. Contractors may be required to access facility weekends and after hours. Contract employees shall work hours associated with the requirements of the task as determined by the Technical Monitor.

### 7.2.1 OVERTIME AUTHORIZATION

This project may potentially require work that extends beyond normal working hours. The contractor must obtain authorization from the client representative, or his designee, prior to anyone working extended hours. Under no circumstances shall the contractor exceed the daily hour allotment. If additional extended hours are required, the vendor or agency will request that the task be amended accordingly. The contract employee shall complete the extended hour authorization document and submit it to the client representative or his designee for approval/disapproval.

## 7.3 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.

Management of this task will primarily be performed by the 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.

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.

## 7.4 TECHNICAL DIRECTION

Performance of the work under this Task Order shall be subject to the technical direction of the CO or COR. The term "technical direction" is defined to include, without limitation:

- Directions to the Contractor which fill in details or otherwise serve to accomplish the PWS.
- Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
- Review and, where required by the Task Order, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the Task Order.

Technical direction must be within the scope of work stated in the Task Order. The COR does not have the authority to, and may not, issue any technical direction which:

- Constitutes an assignment of additional work outside the PWS
- Constitutes a change as defined in the Task Order clause entitled "Changes"
- In any manner causes an increase or decrease in the total price or the time required for Task Order performance
- Changes any of the expressed terms, conditions or specifications of the Task Order

- Interferes with the Contractor's right to perform the terms and conditions of the Task Order.

All technical directions shall be issued in writing by the CO or COR.

The Contractor shall proceed promptly with the performance of technical directions duly issued by the CO or COR in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction falls within one of the above categories, the Contractor shall not proceed but shall notify the CO in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the Task Order accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

- Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the Contract effort and does not constitute a change under the "Changes" clause of the Task Order
- Advise the Contractor within a reasonable time that the Government will issue a written change order.

A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes - Alternate I" of the Task Order.

#### 7.5 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 GOVERNMENT FURNISHED EQUIPMENT AND INFORMATION

Government Furnished Information (GFI) and GFE will be provided in conjunction with completion of work under this PWS. All such GFI and GFE are the property of the Government. At no time do GFI and GFE belong to the contractor, and at no time may the Government be denied access to this equipment and data. All data on Government equipment or contractor equipment used for this task order will be the property of the Government and the Government shall have full rights to use, disseminate, and dispose of the information.

Office space, office equipment, utilities and facilities required for the performance of this task will be provided by the Government. Government integration information and descriptions of hardware and software including workstations and related software tools necessary to perform all tasks under this PWS shall be provided by the Government. This equipment includes the necessary individual workstations to perform the tasks identified in this PWS as well as any authorized and pre-configured GFE for teleworking. Teleworkers shall use Government-Furnished Equipment (GFE) that has been properly configured for security by Information Technology Services Office (ITSO). The Government's inability to provide GFE for telework shall preclude the use of telework but shall not constitute an excusable delay. The Government shall provide maintenance and technical support for GFE used by Teleworkers. A Teleworker's use of GFE and government information shall be for contractual performance only, and shall be protected from unauthorized access, disclosure, sharing, transmission, or loss.

#### 7.6.1 SOFTWARE MADE AVAILABLE FOR CONTRACTOR'S USE

The Government, from time to time, may make certain software acquired under license available to the Contractor for its use in the performance of this Contract.

The Contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.

The Contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Contractor.

The Contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this Task Order, the Contractor has reason to believe that its utilization of Government furnished software may involve or result in a violation of the Government's licensing agreement, the Contractor shall promptly notify the CO, in writing, of the pertinent facts and circumstances. Pending direction from the CO, the Contractor shall continue to perform to the full extent possible without utilizing the software in question.

#### 7.7 CONTRACTOR FURNISHED ITEMS

Except for those items or services stated in section 7.6 Government Furnished Equipment and Information as Government furnished, the contractor must furnish everything needed to perform this contract according to all its terms.

#### 7.8 REIMBURSABLE COSTS

All reimbursable costs must be authorized by the COR and be in conformance with contract requirements.

##### 7.8.1 TRAVEL

Travel is anticipated during the performance of this requirement. Since the anticipated travel 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 agency's Web-Based Order Processing System for approval. This is a reimbursable CLIN subject only to an ODC Multiplier.

##### 7.8.1.1 PRIOR 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.

#### 7.8.1.2 TRAVEL FOR CONTRACTOR PERSONNEL

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

- Base Period
- Option Period One
- Option Period Two

This is a reimbursable CLIN subject to the ODC Indirect Rate Multiplier.

#### 7.8.2 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.

It is anticipated that contractor employees may be authorized by the agency to attend conferences, symposiums and government-specific and unique training sessions to provide interface and attain knowledge necessary for the performance of client requirements. Travel may be required to fulfill the requirements of this task. The contractor shall ensure that the requested travel costs will not exceed what has been authorized in the task order. 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
- Option Period One
- Option Period Two



This is a reimbursable CLIN subject to the ODC Indirect Rate Multiplier.

### 7.8.3 IT SOFTWARE/HARDWARE, MAINTENANCE AND SUPPLIES

The contractor may be required to obtain materials for the performance of this task. Those materials must be associated with the overall functions being performed through this task order. The Contractor shall abide by the requirements of the FAR in acquiring supplies and/or materials. The Government is not obligated to satisfy its IT software/hardware or maintenance requirements through this task order, but if deemed in its best interest to do so, the need will be satisfied on a cost reimbursement basis allowing an ODC Indirect Rate Multiplier only. All IT hardware 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 must maintain files in such a manner that the Contracting Officer could review them upon request to ensure compliance with federal procurement regulations. All supplies 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 IT software/hardware, maintenance and supplies under this task order is:

- Base Period
- Option Period One
- Option Period Two

This is a reimbursable CLIN subject only to an ODC Indirect Rate Multiplier.

### 7.9 PRIVACY ACT

Work on this project 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.

### 7.10 ELIGIBILITY REQUIREMENTS

#### 7.10.1 EXPERTISE AND STAFFING

The contractor shall provide personnel with expertise to successfully perform this task with minimal oversight by the Government. The contractor shall maintain a qualified staff at all times. The Contractor shall maintain a training program to ensure their staff is adequately trained and current on required skills, certifications and qualifications.

Contractor personnel shall demonstrate good communication skills and shall be flexible and adaptable in a dynamic environment. The contractor shall effectively participate in planning and strategy sessions. The contractor shall effectively interact with customers, resolve complaints and problems, and keep management properly informed as to operational issues, problems, future needs, and technological developments. The contractor shall work effectively alongside other contract analysts, network specialists, engineers and programmers.

Due to the criticalness of the functions being supported by this task order, all new positions (key or non-key) on this task order must be staffed within 30 calendar days, and all replacement positions must be staffed within 21 calendar days. The Contracting Officer must approve any exceptions to this staffing requirement.

The contractor shall not make any changes to the skill level categories, numbers of positions, or tour of duty hours without coordinating with the COR and written approval from the Contracting Officer. The government reserves the right to reject any changes within a functional area of support.

#### 7.10.2 KEY PERSONNEL

Key Personnel must be assigned for the duration of the Task Order subject to the terms contained in the Alliant Contract. The Government reserves the right to review resumes of key personnel candidates prior to their

assignment. The Government shall not pay any costs associated with removing existing key personnel from the project.

The Offeror may propose other individuals, regardless of labor category, as "key personnel" whenever the individual performs a function or functions that the Offeror believes are critical to successful performance on any segment of this Task Order.

#### 7.10.3 UNITED STATES CITIZENSHIP

The Contractor is responsible for verifying proof of U.S. Citizenship for all assigned personnel classified as U.S. Citizen, but were not born in the United States.

#### 7.10.4 EMPLOYMENT OF NON-UNITED STATES CITIZENS

Contract personnel who are not a U. S. Citizen (resident alien, foreign nationals) must be preauthorized to enter and/or work at any campus or facility (leased or owned). The Office of Security and Emergency Preparedness (OSEP) must review and approve access to all facilities by all foreign nationals (visitors, employees, and contractors). Contractor shall provide the following information for all non-U.S. citizen contract employees prior to onsite assignment:

- Visitor's Full Name (Official)
- Gender
- Date of Birth
- Place of Birth (city, province, state, country)
- Citizenship (if U.S., skip to number 10; if not U.S., continue at #6)
- Passport Number
- Date of Passport Issue
- Date of Passport Expiration
- Type of visa
- U. S. Naturalization Number (if a naturalized citizen)
- U. S. Naturalization Date (if a naturalized citizen)
- Visitor's Organization
- Organization Address
- Organization Telephone Number
- Visitor's Position/Title within the Organization
- Host's Name
- Host's CIO, Division, Branch, Etc
- Host's campus, Building, Room Number, and Telephone Number
- Date(s) of Visit
- Purpose of Visit
- Select Agent Access (yes/no): Laboratory Access (yes/no):
- Will any portion of the visit include laboratory work or training (yes/no):
- Will any portion of the visit include work or training in animal areas (yes/no):

Personnel working without proper clearance are in violation of agency's security requirements.

#### 7.10.5 EMPLOYMENT ELIGIBILITY

Subject to existing law, regulations, and/or other provisions of this contract, illegal or undocumented aliens shall not be employed in any and all subcontracts or subordinate agreements issued in support of this contract.

#### 7.10.6 CONTINUED ELIGIBILITY

The Government reserves the right to deny and/or restrict entrance to Government facilities, prohibit employees from assigned work under the contract, and deny and/or restrict the handling of classified and/or sensitive documents and/or material to any Contractor employee who the Government determines may present a risk to classified and/or sensitive Government information.

The Contractor shall report to the Government Security Office any and all adverse information brought to its attention concerning employees performing under this contract. The subsequent termination of employment of an employee does not obviate the requirement to submit this report.

#### 7.10.7 TERMINATION

The Government Security Office shall be notified of the termination of all personnel on this contract within five (5) days of occurrence. The Contractor shall return to the Contracting Officer's Representative (COR) all Government issued identification cards and building passes from terminated employees or that have expired. If an identification card or building pass cannot be returned, a report must be submitted to the COR noting the card or pass number, the name of the employee to whom the card or pass was issued, and their last known location or disposition.

#### 7.10.8 SUITABILITY DETERMINATION

Contract employees assigned to this task order will be required to complete the National Agency Check Inquiry (NACI) through the Human Resources Management Office (HRMO). This background investigation will be processed by the HRMO and must be completed before the contract employees are issued a permanent identification badge (not prior to assignment). All "unfavorable information" security check results will be reported to and the Government and appropriate action will be taken. Contract employees are required annually to complete a mandatory Safety Survival Skills course prior to issuance and renewal of identification badge. Contract employees shall take the course online or in-class environment. Due to the sensitive nature of the information involved, each year the contractor will be required to review and sign a Confidentiality Agreement. The contractor will ensure that contract employees adhere to the requirements contained in the Confidentiality Agreement. Under unique circumstances, contract employees may be required to have special clearance for access to building on weekends and after hours upon authorization and as directed by client representative.

#### 7.10.9 BACKGROUND INVESTIGATIONS

Contract employees assigned to this task order will be required by the agency to have a Georgia Criminal Investigation Check (GCIC). This background investigation will be accomplished by the contractor and must be completed prior to assignment and before issuance of temporary identification badge. Official notification of GCIC completion and status for all contractors shall be provided to the client representative prior to start date. All "unfavorable information" security check results will be reported to the agency and appropriate action for the situation will be taken.

#### 7.10.10 INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

All Contractor employees using Government automated systems or processing sensitive information shall be required to receive Security Awareness Training during the In-Processing process. The SAT refresher course must be completed at least annually. Contractor employees with significant security responsibilities shall annually receive specialized training specific to their responsibilities. The level of training shall be certified to be commensurate with the employees' duties and responsibilities.

#### 7.11 PERSONAL SERVICE

The client 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".

To counter the circumstances that infer personal services and to preserve the non-personal nature of the contract, the contractor shall adhere to the following guidelines in the performance of the task:

- Contractor provides for direct supervision of all contract employees assigned to the task.
- Refrain from discussing the issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting contractor employees with the client.
- Ensure close communication/coordination with the Contracting Officer and COR, reporting problems to the COR as they occur (not waiting for a monthly meeting).
- Do not permit government officials to interview potential contractor employees, discuss individual performance, approve leave or work scheduling of contractor employees, terminate contractor employees, assist contractor employees in doing their jobs or obtain assistance from the contractor in doing Government job.
- Do not assign contractor personnel to work under direct government supervision.
- Maintain a professional distance from government employees.
- Provide contractor employees with badges, if appropriate, identifying them as contractors.
- Ensure proper communications with the government (technical discussion and government surveillance is okay, but the Government cannot tell the contractor how to do the job).
- Assign a task leader to the task order. The task leader or alternate should be the only one who accepts tasking from the assigned Government point of contact or alternative.
- The government has the right to reject the finished product or result and this does not constitute personal services.
- When travel is required for the performance on a task, the contractor personnel are only to travel as directed by their contract management.

#### 7.12 TASK ORDER FUNDING

It is anticipated that the task will be incrementally funded.

#### INCREMENTAL FUNDING – TIME AND MATERIALS/LABOR HOURS

The project may be incrementally funded. If incremental 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 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.

#### 7.14 CEILING PRICE MANAGEMENT

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

#### 7.15 ORGANIZATIONAL CONFLICT OF INTEREST

In accordance with FAR 9.505-4, whereas performance of this task order PWS may require access to proprietary data of other companies, the contractor must agree with the other companies to 1) protect their information from unauthorized use or disclosure for as long as it remains proprietary, and 2) refrain from using the information for any purpose other than that for which it was furnished. Prior to accepting proprietary data, the contractor shall execute agreements with the respective companies, which obligate the Contractor to protect the data from unauthorized use or disclosure. The Contractor shall furnish copies of these agreements to the Contracting Officer prior to accepting proprietary data

For the purpose of this clause, the term “contractor” means the Contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor or assignee of the contractor.

The Contractor shall, within 15 days after effective date of this task order, provide, in writing, to the Contracting Officer, a certification that all employees, agents and subcontractors involved in the performance of this task order have been informed of the provisions of this clause.

Any subcontractor which performs any work relative to this task order shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

If as part of this task order, the contractor provides acquisition support under this task order (including but not limited to requirements development, acquisition planning, advice to proposal evaluators, and/or evaluations of technical proposals), then the contractor (and any of its subcontractors, teaming partners, or similarly situated supporting entities) acknowledge and agree, subject to the Organization Conflict of Interest (OCI) Risk Mitigation procedures provided in this Section, to not submit a proposal (e.g., bid, quote, etc.) or provide any support (as a prime, subcontractor, team member, consultant, etc.) to any entity which is submitting any proposal for any solicitation that results from the work associated with the acquisition support provided by the contractor in this task order. Failure to abide by this clause could result in a potential OCI per FAR 9.5. All potential conflict of interest situations shall be handled in accordance with FAR 9.5. The contractor’s attention is directed

to this restraint clause which is consistent with and in accordance with FAR 9.507-1 and 9.507-2. The terms of this restraint clause are not subject to negotiation; however, any desired clarifications or explanations concerning this clause may be directed in writing to the Contracting Officer. The restraint imposed by this clause shall be for the duration of and limited to the last date of any period of performance (to include any option periods) of any task orders that may result from the work associated with the acquisition support provided by the contractor in this task order.

Relative to OCI Risk Mitigation procedures, the Contractor may submit a proposal or provide support to contractors submitting proposals for solicitations for requirements that may result from the work associated with the acquisition support on a resulting solicitation-by-solicitation basis, provided that: (1) Contractor successfully mitigates any actual or potential OCIs through the preparation and implementation of a pre-proposal OCI Risk Mitigation Plan; and (2) the Contracting Officer determines that the Contractor's OCI Risk Mitigation Plan is acceptable and approves Contractor's participation in the subject solicitation.

If this task requires the contractor to act on behalf of or provide advice with respect to (including any phase of) an agency procurement as defined in FAR 3.104-4; resultantly, all contractor personnel (to include employees, subcontractors, consultants and similarly situated persons) that will personally and substantially be involved in the contractor's performance of this task order shall execute and submit an "Employee/Contractor Non-Disclosure Agreement" Form that will be supplied upon request by the Contracting Officer. Execution and submission of this Form is required prior to the commencement of any work on such task order. The requirement to execute and submit such Form is equally applicable whenever replacement personnel, if any, are proposed under an ongoing task order.

In the event the Contractor, or any of its employees, agents, or subcontractors fail to comply with the provisions of this clause, such non-compliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under the basic contract and under the Federal law of contracts. Non-compliance with the provisions of this clause may also adversely affect the determination of contractor responsibility in future Government acquisitions.

#### 7.16 SUBCONTRACTOR TERMS AND CONDITIONS

All applicable task order terms and conditions associated with this task order shall apply to all subcontracts. The prime contractor shall include all applicable terms and conditions in all subcontracting agreements.

#### 8.0 INVOICING AND PAYMENT

The contractor shall submit invoices for payments in accordance with the format contained in the Invoice Requirements, to be considered proper for payment. In addition, that data elements indicated below shall be included on each invoice.

- Task Order Number: (To be provided upon award)
- Paying Number (ACT Number): (To be provided upon award)
- Project Number:
- Project Title:
- Remittance Address
- Period of Performance for Billing Period
- Point of Contact and Phone Number

The contractor shall provide invoice backup data in accordance with contract type, such as labor categories, rates and number of labor hours.

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

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

The contractor's information in the Central Contractor Registration (CCR), <http://www.ccr.gov>, must always match the contractor's information in agency's electronic Web-Based Order Processing System. Incorrect or non-matching information is the contractor's responsibility and will result in rejected invoices or other similar delays in payment.

## 8.1 LABOR

The invoice shall include the period of performance covered by the invoice and the CLIN number and name. All hours and costs shall be reported by the contractor employee. The invoice shall include separate columns and totals for the current invoice period and the project totals to date. The contractor shall provide the invoice on official letterhead and in a spreadsheet format with the following detailed information:

- Employee Name (current and past employees)
- Employee Company Labor Category
- Employee Millennia Labor Category and Number
- Hours Worked (Billing Period and Cumulative Total)
- Billing Rate (as quoted in the cost quote)
- Corresponding Millennia Ceiling Rate
- Costs Incurred but not Invoiced

All costs provided by the contractor shall include applicable overhead charges and General and Administrative (G&A) charges.

## 8.2 TRAVEL (INVOICING)

The contractor may invoice monthly on the basis of cost incurred for the Travel CLIN. The invoice shall include the period of performance covered by the invoice, the CLIN number and name. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable. This information shall be submitted in MS Excel format and have separate columns for each data element. The information shall be provided for both the current invoice period and the cumulative task total.

- Current Invoice Period
- Names of Individuals Traveling
- Purpose of Trip
- Location of Travel
- Dates of Travel
- Number of Travel Days
- Number of Days Per Diem Charged

- Applicable Per Diem Rate for Trip Location
- Per Diem Rate Charged
- Applicable Lodging Rate for Trip Location
- Lodging Rate Charged
- Mode of Transportation
- Cost of Transportation
- Miscellaneous Expenses
- Total Changes

All costs provided by the contractor shall include applicable overhead charges and General and Administrative (G&A) charges.

9.0 REQUIRED RESOURCES

The Government estimates that the base year plus two option years will involve a level-of-effort delineated below. 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” designed to assist potential offerors in developing their staffing plan and subsequent price quote. Offerors may propose differing labor categories, number of personnel and number of labor hours from those provided in this planning estimate. The planning estimate is not intended to limit a potential offeror’s ability to offer alternative solutions to task performance. However, if an offeror quotes a labor mix (labor categories, number of personnel and labor hours) that differ significantly from those in this planning estimate; then, the offeror shall provide detailed description explaining their rationale for the deviation. Failure to provide a detailed rationale explaining any significant variations, shall impact the Government’s evaluation of the offeror’s solution.

<b>Task Description/SOW Section</b>	<b>Estimated No. of Hrs</b>
3.1 – Project Manager	2080
3.2 – Database Linkage (WHO)	1560
3.3 - Database Integration	1560
3.4 - IMS	2080
3.5 - Electronic Messaging	1040
3.6 - Database Linkage	2080
3.7 - Web Development (Sharepoint)	2080

10.0 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.



## 11.0 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).

Contractors 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/>

## 12.0 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.

## 13.0 DEFINITIONS

## 14.0 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.

### **FAR 52-217-5, Evaluation of Options**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

### **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 five (5) years.

**FAR 52.234-4 Earned Value Management System. (July 2006)**

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

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall:

- (1) Apply the current system to the contract; and
- (2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at:

- (1) Exercise of significant options; or
- (2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: [Insert list of applicable subcontractors.]

\_\_\_\_\_ 'ALL SUBCONTRACTORS' \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Clause (s) by Reference

**FAR 52-237-3 Continuity of Services Clause**