**Statement ow Work**

**ARCHITECTURE SUPPORT**

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# SECTION I

## 1.0 DESCRIPTION OF SERVICES

1.1 General. As prescribed in Instruction XXXXX, *Information Technology Portfolio Management Control*, the Administrative Assistant to the Secretary of the YYYY is designated as the Information Technology (IT) Portfolio Owner for three IT Portfolios: The ZZZZ Portfolio (IT investments, the newly established Business Mission Area (BMA), and the BMA Defense Security portfolio. The Director, Information Management and Chief Information Officer leads the ZZZZ Command portfolio, Other and DSE functional portfolio communities in the development of requirements and the delivery of automated IT capabilities to satisfy those requirements. The supporting CIO Support Division has been delegated responsibility as the Portfolio Management team for the three portfolios, performing oversight and assisting Program Management teams on a wide variety of ZZZZ compliance areas.

1.1.1 Scope. The Contractor shall ensure Contractor personnel take action to fully integrate into ZZZZ creating a seamless Government-Contractor team. The Contractor shall manage contractor personnel. The Contractor shall interface and perform a range of Enterprise Architect skills for assigned IT investments and their program management teams in multiple Headquarters Offices for the life cycle of the assigned investments. These services range from determining appropriate architectural assignment at program inception to lifecycle architectural support, assistance with development of architectural artifacts during investment development and major upgrades, assistance with architectural assertions in the Integrated Business Framework-Data Alignment Portal is required by the Organization Execution Plan (OEP) development.

1.2 Background. The mission is to perform oversight and assist Program Management teams on a wide variety of Federal compliance areas in the assigned IT Portfolios. Enterprise Architecture has emerged as a new requirement in the recently expanded IT Portfolio assignments. This oversight role derives from AAAA, which states “All Mission Areas and aligned Functional capability areas will be managed and governed using an integrated approach based on the ZZZZ Enterprise Architecture capability goals and objectives, principles, rules, activities, processes, services, standards and performance measures.” This specific contract requirement includes the establishment and support of a range of Enterprise Architect services for assigned IT investments and their program management teams for the life cycle of the assigned investments, as well as support for related ZZZZ rationalization efforts.

# SECTION II

## 2.0 Task Descriptions

The Contractor shall provide all services, materials, supplies, equipment, and project supervision, as required in connection with this statement of work.

2.1 Task 1: IT Portfolio Management Support

The contractor shall support the Government to:

• Conduct analyses to support ZZZZ portfolio management activities including developing strategic guidance, tools and methodologies to support the ongoing enterprise integration activities that would include reengineering enterprise business processes

• Conduct business and systems alignment studies including capability analysis that enable end-to-end portfolio objectives to be realized

• Conduct portfolio management business process re-engineering activities that can be used to improve overall operations

• Provide systems consolidation and transformation support including data collection, compilation, review aggregation and organization.

• Provide senior subject matter expertise with unique skills in enterprise architecture, application architecture, and emerging technologies consistent with the CIO vision and goals for investment methodology development

2.2 Task 2: Architecture and System Design

The contractor shall support the design and development of systems and associated enterprise architectures. The contractor shall provide all required architectural documentation in compliance with Department of Defense Architectural Framework (DODAF) Enterprise Architecture (EA) guidance, IT Enterprise Architecture, or other guidance as specified in the task order. The contractor shall:

• Develop and maintain the ZZZZ Domain Level EA and its federation to the DoD Business Enterprise Architecture (BEA), the ZZZZ EA, and other architectures as necessary

• Develop and maintain portfolio and sub-portfolio capability development roadmaps depicting the major delivery efforts anticipated or underway in and/or impacting the AA Domains. Provide Performance Reference Model (PRM) EA analysis support to emergent initiatives impacting the AA Domains

• Coordinate and review BEA and BPR compliance submissions and facilitate resolution of compliance issues supporting annual ZZZZ funding certifications

• Provide portfolio level EA technical services to assist with the building of architecture

• Facilitate a review of architecture for promotion from the repository’s development environment to its production environment. Review architecture to ensure compliance with established standards, conventions, and structure

• Promote approved architecture information into the central repository production environment

• For ZZZZ domains, provide as-needed EA familiarization to Portfolio Managers (PfMs) and Program Management (PM) teams

• For ZZZZ domains assist PM teams with proper ZZZZ architectural alignment of their investments during planning and registration in Investment Portfolio Suite (IIPS)

• For ZZZZ domains, assist PM teams with maintenance of EA aspects in IIPS

• For ZZZZ domains, assist PfM and PM teams with ZZZZ briefing inputs and architectural artifacts (SV-8, etc.)

• For ZZZZ domains, assist PfM and PM teams with periodic EA assertions in BBBB and upload of documents to ZZZZ Architecture Repository (ZAR)

• For ZZZZ, assist government with the development of an ZZZZ Functional Strategy for the ZZZZ Portfolio Domain

2.3 Task 3: ZZZZ Portfolio Information Technology Support Services

The contractor shall support the Government to:

• Develop ZZZZ (Domain) To-Be Operational Architecture based upon key capabilities defined in the ZZZZ Domain Strategic Guidance, working with key stakeholders, and applying best practices. This operational architecture includes the development of artifacts that describe organizational business processes and activities supporting the full range of activities of the assigned organization.

• Integrate/Develop ZZZZ (Domain) To-Be Systems Architecture referencing existing new development programs and COTS solutions in the market place. Ensure systems architecture development is tightly integrated and supports the Operational Architecture and key To-Be capabilities.

• Perform gap analysis between the As-Is and To-Be Operational and Systems Architectures. Quantify areas of opportunity with respect to cost versus benefit/savings (i.e., level of effort, systems, processes, and people).

• Create a transition plan for AA Domains to attain their desired To-Be state. This will take into consideration the quantified opportunities, transition plan success factors, existing programs and systems.

• Develop a financial business case (in parallel to transition plan development activities) to ensure transformational efforts will have adequate funding for success with measurable Return on Investment (ROI)

• ZZZZ Architectures Key Deliverables: The Contractor shall submit the following documents in accordance with a delivery schedule developed by the government at a future time.

* To-Be Operational Architecture
* To-Be Systems Architecture
* Gap Analysis.
* Draft ZZZZ Functional Strategy for the OCS Portfolio Domain.

# SECTION III

## 3.0 SERVICE SUMMARY

The Contractor service requirements are summarized into performance objectives that relate directly to *mission essential items* The performance threshold briefly describes the minimum acceptable levels of service required for each requirement and will be assessed on an “Acceptable” or “Unacceptable” basis. These thresholds are critical to mission success.

| Performance Objective | Statement of Work Paragraph. | Performance Threshold | Method of Surveillance |
| --- | --- | --- | --- |
| SS-1  IT Portfolio Management Support | 2.1 | Include with monthly status report by 10th workday of each month. 100% compliance with no deviation from the performance standard. | 100% Surveillance |
| SS-2 Architecture and System Design | 2.2 | Include progress report and planned delivery with monthly status report by 10th workday of each month. No more than two reworks allowed. | 100% Surveillance |
| SS-3  SAF/AA Portfolio Information Technology Support Services | 2.3 | Include progress report and planned delivery with monthly status report by 10th workday of each month. No more than two reworks allowed. | 100% Surveillance |
| SS-4 Deliverables provided on time. | 4.0 | Performance is acceptable when 98% of monthly deliverables are submitted on time and no deliverable is late by more than 2 business days. | Periodic Surveillance |
| SS-5  Provide personnel meeting or exceeding minimum qualifications. | 6.10 | Performance is acceptable when 100% of qualified personnel are available at contract start.  During Task Order performance, 100% of personnel vacancies are filled with qualified personnel within 15 business days of vacancy occurrence, and the mission is not impacted due to personnel position vacancies or qualifications. | 100% Surveillance |
| SS-6  The Contractor shall provide professional and courteous support to the customer, such as responsiveness, adaptability, flexibility, and timeliness. | 2.1, 2.2, 2.3 | No repeated/recurring instances of unprofessional or discourteous support during any monthly period.  Acceptable resolution of all issues regarding customer support within 2 business days after the Government notifies the contractor by e-mail or in writing 95% of the time, and within 4 business days 100% of the time. | Customer Complaint |
| SS-7  Contractor provides precise, reliable and defendable analysis and supporting data within requested time constraints. | 2.1, 2.2, 2.3 | All analysis provided is precise, reliable and defendable within requested time constraints with no more than two instances of re-work caused by contractor error 95% of the time. | Periodic Surveillance |

# SECTION IV

## 4.0 DELIVERABLES

The Contractor shall provide deliverable(s) in a format mutually agreed upon by the Government and the Contractor.

The following enumerated deliverables are not expected to change. Due Date intervals are not expected to change but actual dates may need to be revised depending on actual contract start date.

|  |  |  |  |
| --- | --- | --- | --- |
| DELIVERABLE | Statement of Work PARA | DUE DATE | DELIVERY |
| Enterprise Architecture Releases | [2.2, 2.3](#_2.0_Task_Descriptions) | Twice a year No Later than (NLT) 31 March and 30 September | By email in Microsoft Word format |
| Gap Analyses | [2.3](#_2.0_Task_Descriptions) | Deliver NLT 5 business days following the close of each month during contract period | By email in Microsoft Word format |
| Draft Functional Strategy for the ZZZZ “Other” Portfolio Domain | 2.3 | Initial draft NLT 90 days after contract award; final NLT 180 days after contract award | By email in Microsoft Word format |
| Monthly Status Report | [2.1,](#_2.0_Task_Descriptions) 2.2, 2.3, 6.2.1 | 10th business day of each month | By email in Microsoft Word format |
| Monthly / Technical Meeting Minutes/Reports | 2.1, 2.2, 2.3, 6.2.1 | NLT 3 business days after the meeting | By email in Microsoft Word format |
| Kickoff Meeting Agenda | [6.2](#_6.2__Kickoff) | NLT 3 business days after contract award | By email in Microsoft Word format |
| Transition-In Plan | [6.3](#_6.3_Transition-In_Plan) | Submitted at Kickoff Meeting | By email in Microsoft Word format |
| Transition-Out Plan | [6.4](#_6.3__Transition-Out) | NLT 90 days prior to contract expiration | By email in Microsoft Word format |
| Quality Control Plan | [6.5](#_6.4__Quality) | Submitted at Kickoff Meeting | By email in Microsoft Word format |
| Trip Reports | [6.9.5](#_6.8__Travel) | 5 business days after completion of TDY | By email in Microsoft Word format |
| Employee List | [6.10](#_6.9__Listing) | Upon Request | By email in Microsoft Word format |

# SECTION V

## 5.0 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, MATERIAL, INFORMATION, OR SERVICES

5.1 Government Furnished Property, Equipment, Material, Information, or Services. While the contract does not require work on a Government facility, space will be made available for the contractor to support team meetings or other on site activities. Telework shall be coordinated and communicated to the LLLL. The Government will furnish or make available working space, network access, and equipment to include:

* Windows PC with Microsoft Office Suite (Outlook, Word, Excel, PowerPoint, Teams, etc.)
* Telephone (local and long distance calls authorized as dictated by contract performance requirements)
* Facsimile
* Copier
* Printer

Copies of required Government furnished materials cited in the solicitation, statement of work and otherwise in the contract will be provided to the contractor in hard copy or soft copy. All materials will remain the property of the Government and will be returned to the associated Government LLLL upon request or at the end of the contract period of performance.

The Government will provide the contractor access to all facilities, as required, to perform in accordance with this statement of work. The contractor shall be subject to all military rules and regulations while working on or visiting a military installation. The contractor shall prepare and send visit requests to the intended site’s point of contact (with a copy to the Program Office) in sufficient time for the site to process the contractor’s permission to obtain access to the Government facility.

5.2 Contractor Acquired Property. The contractor will not be required to acquire any property.

# SECTION VI

## 6.0 GENERAL INFORMATION

### 6.1 Scheduling Concerns.

6.1.1 Duty Hours. The Contractor shall have access to Government facility five days per week, Monday through Friday, eight hours a day, except when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings, unless otherwise approved. Contractor personnel are expected to conform to customer agency normal operating hours; however the Contractor may be required access to Government facility outside of duty hours based on the customer agency’s needs. As a baseline, Contractor personnel shall work 8 hours per day, 40 hours per week. Compensatory time arrangements are permissible for temporary spikes in worktime; but overtime pay is prohibited without LLLL approval. Federal Holidays shall be observed in accordance with Office of Personnel Management policy.

6.1.2 Core Duty Hours and Base Shutdown/Inclement Weather. Core duty hours are 0800 - 1600, Monday through Friday (excluding federal holidays). The Contractor shall follow guidance of the installation containing their place of performance to determine reporting schedules whether due to a base closure or inclement weather.

### 6.2 Kickoff Meeting/Orientation Meeting

6.2.1 The Contractor shall schedule and coordinate a Project kick-off Meeting no later than (NLT) five (5) calendar days after contract award at the location approved by the Government. The meeting will provide an introduction between the Contractor personnel and Government personnel who will be involved with the contract. The meeting will provide the opportunity to discuss technical, management, and logistic issues; travel authorization; communication process between Government and Contractor; and reporting procedures. At a minimum, the attendees shall include key Contractor personnel, SAF/AAII, key Government representatives, and the COR. The Contractor shall provide a Kick-Off Meeting Agenda that will include, but not be limited to, the following.

• Introduction of personnel

• Overview of project tasks

• Review of organization (complexity)

• Schedule (shows major tasks, milestones, and deliverables; planned and actual start and completion dates for each)

• Communication Plan/lines of communication overview (between both Contractor and Government)

• Travel notification and processes

• Government-furnished information (GFI)

• Security requirements (Building access, badges, Common Access Cards (CAC))

• Invoice procedures

• Monthly meeting dates

• Reporting Requirements, e.g. Monthly Status Report (MSR)

• POCs

• Roles and Responsibilities

• Overview of incoming Transition Plan to include process, timeframes, and status

• Prioritization of Contractor activities

• Any initial deliverables

• Other logistic issues

• Quality Control Plan (QCP)

• Sensitivity and protection of information

• Additional issues of concern (Leave/back-up support)

6.2.2 The Contractor shall provide a draft copy of the agenda NLT 3 days after contract award for review and approval by the LLLL prior to finalizing. The Government will provide the Contractor with the number of participants for the kick-off meeting and the Contractor shall provide sufficient copies of the presentation for all present.

6.2.3 The Kickoff Meeting location will be held at the Government's facility or another designated location and the date and time will be mutually agreed upon by both parties.

### 6.3 Transition-In Plan

6.3.1 The Contractor shall provide a Transition-In Plan at the Kickoff Meeting, the plan shall facilitate the accomplishment of a seamless transition from the incumbent Contractor (if applicable) and incoming Contractor. The Contractor shall identify how it will coordinate with the incumbent Contractor and Government personnel to transfer knowledge regarding the following:

• Project management processes

• Points of contact

• Location of technical and project management documentation

• Status of ongoing technical initiatives

• Transition of key personnel

• Schedules and milestones

• Actions required of the Government

• Coordination of IT related programs, issues

6.3.2 The Contractor shall also establish and maintain effective communication with the incumbent Contractor and Government personnel for the period of the transition via weekly status meetings per the LLLL’s direction.

6.3.3 Incumbent employees may be interviewed for possible employment by the incoming Contractor; however, the employees will have the first right of refusal.

### 6.4 Transition-Out Plan

6.4.1 The Contractor shall provide a Transition-Out Plan NLT than 60 calendar days prior to expiration of the contract. The plan shall facilitate the accomplishment of a seamless transition from the incumbent to and incoming Contractor (if applicable). In addition, the Contractor will continue to accomplish all tasks as outlined in the contract during this period. The Contractor shall identify how it will coordinate with the incoming Contractor and Government personnel to transfer knowledge regarding the following:

• Project management processes

• Points of contact

• Location of technical and project management documentation

• Status of ongoing technical initiatives

• Transition of key personnel

• Schedules and milestones

• Actions required of the Government

• Coordination of IT related programs, issues

6.4.2 The Contractor shall also establish and maintain effective communication with the incoming Contractor and Government personnel for the period of the transition via weekly status meetings.

6.4.3 Current employees under this contract may be interviewed for possible employment by a succeeding Contractor; however, the Contractor will have the first right of refusal. The current Contractor will release any employee who chooses to be employed by a succeeding Contractor. The current Contract will assist by orienting assigned employees of the succeeding Contractor during the last 30 days of the period of this contract, if so directed by the WWWW. The Government shall make available to such employees existing Government Furnished Property listed under Section V of this statement of work. Items that are not accountable, such as desks, chairs, telephones, and other normal office equipment and office supplies during the orientation period, will only be transferred to the incoming Contractor if items were solely purchased by the current Contractor’s company.

### 6.5 Quality Control.

6.5.1. Quality Assurance. The Government shall rely on the Contractors’ existing quality assurance system as the method to ensure that the requirements of the contract and performance thresholds are met; however, the Government reserves the right to monitor and evaluate the quality of services provided and compliance with the contract terms and conditions at any time.

6.5.2. Quality Control Plan (QCP). The Contractor shall develop and maintain an effective quality control program to ensure services are performed in this statement of work, applicable laws and regulations, and best commercial practices. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services with special emphasis placed on those services listed in this statement of work. The Contractor’s quality control program is the means by which it assures itself that the work complies with the requirement of the contract.

### 6.6 Emergency Operations/Mission Essential Personnel.

6.6.1. Continuation of Essential Contractor Services During Crisis. All services in this statement of work HAVE NOT been defined or designated as essential services for performance during a crisis.”

6.7 Contractor Manpower Reporting Application (CMRA)

6.7.1 The Contractor shall report ALL labor hours (including subcontractor labor hours) required for performance of services provided under this contract via the secure Contractor Manpower Reporting Portal site.

6.7.2 Subcontractor Input in Contractor Manpower Reporting Portal: Prime Contractors are responsible to ensure all subcontractor data is reported. Subcontractors will not be able to enter any data into Contractor Manpower Reporting Portal A, but will enter their information into a Bulk Loader spread sheet.

### 6.8 Security Instructions

6.8.1 Physical Security. The Contractor shall safeguard all Government property, documents and controlled forms provided for Contractor use and adhere to the Government property requirements contained in this contract. At the end of each work day, all Government facilities, equipment, and materials shall be secured by a Government POC. Contractors are not allowed to secure Government facilities, equipment, and materials.

6.8.2 Access Control. The Contractor shall establish and implement methods of ensuring that no building access instruments issued by the Government are lost, misplaced or used by unauthorized persons. Access codes shall not be shared with any person(s) outside the organization. The Contractor shall control access to all Government provided lock combinations to preclude unauthorized entry. The Contractor is not authorized to record lock combinations without written approval by the Government UUUU. Records with written combinations to authorized secure storage containers, secure storage rooms, or certified vaults, shall be marked and safeguarded at the highest classification level as the classified material maintained inside the approved containers.

6.8.3 Pass and Identification Items. The Contractor shall ensure the pass and identification items required for contract performance are obtained for employees and non-government owned vehicles.

6.8.4 Retrieving Identification Media. The Contractor shall retrieve all identification media, including vehicle passes, from employees who depart for any reason before the contract expires.

6.8.5 Traffic Laws. The Contractor and its employees shall comply with base traffic regulations.

6.8.6 Weapons, Firearms, and Ammunition. Contractor employees are prohibited from possessing weapons, firearms, or ammunition, on themselves or within their Contractor-owned vehicle or privately-owned vehicle while on the Pentagon or any other military facility.

6.8.7 Communications Security (COMSEC). Contractors may require access to Communications Security information on ZZZZ installations. The Contractor shall not require a Communications Security account. Access shall be controlled by the sponsoring agency. Access to Communications Security material by personnel is restricted to US citizens holding final US Government clearances. Such information is not releasable to personnel holding only reciprocal clearances. If it is determined the Contractor is required to access Communications Security information, the necessary training information and courses shall be provided by the LLLL

6.8.8 Contractor Identification. All Contractor personnel shall wear the ZZZZ issued Common Access Card at all times when away from their immediate work area so as to distinguish themselves from Government employees. When conversing with Government personnel during business meetings, over the telephone or via electronic mail, Contractor personnel shall identify themselves as a contractor to avoid situations arising where sensitive topics might be better discussed solely between Government employees. Contractors shall identify themselves on any attendance sheet or any coordination documents they may review. Electronic mail signature blocks shall identify their company affiliation. Where practicable, contractors occupying collocated space with their government program customer should identify their work space area with their name and company affiliation or as a minimum “Contractor” after name.

6.8.9 Drug, Tobacco, and Alcohol Use Policy. The consumption of alcoholic beverages or illegal drugs by contractor personnel, while on duty, is strictly forbidden. Contractor shall immediately remove any employee who is under the influence of alcohol or drugs.

### 6.9 Travel

6.9.1 Local Travel. Local travel to attend meetings or events may be required at no cost to the Government. Travel within the National Capital Region commuting vicinity is considered a cost of doing business and shall not be separately reimbursed.

6.9.2 CONUS Travel: Prior to travel, the Contractor shall coordinate with, and receive approval from, the LLLL at least 10 business days prior to trip.

6.9.3 OCONUS Travel: Prior to travel, the Contractor shall coordinate with, and receive approval from, the LLLL at least 20 business days prior to trip. Theater Business Clearances shall be obtained, as necessary, prior to travel.

6.9.5 Trip Reports: Following each trip, the Contractor shall prepare and deliver Trip/After Action Reports to the LLLL.

### 6.10 Employee Accountability & Turnover

6.10.1 Staffing of Contractor Personnel. Contractor shall provide a stable workforce, throughout the duration of the contract, by maintaining a 25% or less employee turnover rate. No positions shall remain vacant for more than 30 working days. The government shall not be billed for positions left vacant over 30 working days unless the vacancy is due to government delay and otherwise approved by the CO.

6.10.2 List of Employees. The Contractor shall maintain a current listing of employees assigned under this contract and define who are key personnel. The list shall include the employee's name, and level of security clearance. The list shall be validated and signed by the company Facility Security Officer (FSO) and provided to the Contracting Officer, Program Manager, and Servicing Security Activity. An updated listing shall be provided upon request.

6.10.3 Contractor professionalism. The contractor shall:

* Present a professional appearance and maintain professional demeanor and conduct at all times.
* Conduct their work assignments PPPP project schedules
* Function effectively and efficiently during extended periods of high pressure and stress.
* Function as an integral member of a team of highly trained professionals responsible for the safety and security of ZZZZ personnel and resources.

6.10.4 Skills Requirements

The contractor shall assign sufficient resources and technically qualified, well-trained contractor personnel to accomplish the tasks outlined in the statement of work. Contractor personnel shall possess strong customer support experience, strong communication skills (oral or written), and the ability to work independently to complete tasks and projects. The Contractor’s total personnel, as an aggregate, must comply with all of the skills requirements within this paragraph (i.e. each person on Contractor’s staff need not possess all skills below, but every skill listed shall be present within Contractor’s staff and reflected in Contractor’s Staffing Plan)

* Experience working with ZZZZ Components, Joint organizations and DoD customer base that are dispersed worldwide and the associated regulatory guidance
* Functional knowledge of ZZZZ business processes and emerging technologies related to Enterprise Architecture
* 3 years’ experience of program analysis and data analytic skills
* 2 years’ experience developing and executing presentations to senior government personnel
* 3 years’ experience creating, modifying, and updating project plans in Microsoft Project as well as have a minimum 3 years’ experience working with Microsoft Project Server.
* Possess an understanding of the Business Capability Acquisition Life Cycle Process
* 3 years’ experience with Windows Operating System, Microsoft Exchange, Microsoft Office and Internet browser functionality/ Internet Information Services (IIS). Experience with Microsoft Project and SharePoint software.
* Five years’ experience with and extensive knowledge of DoD Enterprise Architecture standards and software tools.
* Commercial or government certifications in project management planning
* Strong knowledge of semantic data modeling and alignment
* Strong knowledge of service oriented architecture and software development
* Strong knowledge of system re-hosting, integration services, security layer integration, and service layering
* Bachelor's degree in information science, data management, computer science or related field
* Ability to communicate complex data management concepts to senior leaders
* Experience with change management for transformational efforts

6.11 Miscellaneous Paragraphs.

6.11.1 Freedom of Information Act (FOIA). All official Government records affected by this contract are subject to the provisions of the FOIA. Any request received by the Contractor for access/release of information from these records to the public (including Government/Contractor employees acting as private citizens), whether oral or in writing, shall be immediately brought to the attention of the OOOO for forwarding to the SAF/AAII FOIA Manager to ensure proper processing and compliance with the Act.

6.11.2 For Official Use Only (FOUO). The Contractor shall comply with DoD 5400-7-R, Chapter 4, DoD Freedom of Information Act (FOIA) Program requirements. This regulation sets policy and procedures for the disclosure of records to the public and for marking, handling, transmitting, and safeguarding FOUO material.

6.11.3 Privacy Act. Work on this contract may require that personnel have access to information protected by the Privacy Act. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations when handling such information.

6.11.4 Records. All records created and received by the Contractor in the performance of this contract shall be maintained and readily accessible. Records shall remain the property of the Government.

6.11.5 Safety Concerns. The Contractor is solely responsible for compliance with OSHA standards for the protection of their employees. The Government is not responsible for ensuring that Contractors comply with “personal” safety requirements that do not present the potential to damage Government resources.

6.11.6 Project Policy. The Contractor shall comply with all industry standards. All work shall be done in accordance with all federal, local, and state laws and regulations.

6.11.7 Inherently Governmental Functions. The Contractor shall not perform inherently Governmental functions as defined in the Federal Acquisition Regulation (FAR) Subpart 7.5 in relation to this statement of work.

6.11.8 Ethics. The Contractor shall not employ any person who is an employee of the US Government if employing that person would create a conflict of interest. Additionally, the Contractor shall not employ any person who is an employee of the Department of the ZZZZ, either military or civilian, unless such person seeks and receives approval according to DoDD 5500-7, Joint Ethics Regulation.

6.11.9 Professional Appearance of Work Space. The Contractor shall keep work space areas neat and orderly and avoid conditions leading to safety violations.

6.11.10 Non-Personal Services. The Government shall not supervise or task Contractor employees in any manner that generates actions of the nature of personal services, or that creates the perception of personal services. It is the responsibility of the Contractor to manage its employees directly and to guard against any actions that are of the nature of personal services, or give the perception of personal services to the Government or to Government personnel. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it is the Contractor’s responsibility to notify the CO immediately. Non-personal Contractor services shall not be used to perform work of a policy/decision making or management nature.