# SAMPLE FORMAT FOR A STATEMENT OF WORK (SOW)

**NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA)** **STATEMENT OF WORK (SOW) FOR *<Enter name or description for the acquisition>***

*Version control of the SOW is extremely important because the document is a work in progress until the program office accepts it as “final” and the Contracting Officer approves it as “final.” It is highly recommended that some form of version numbering, including the date of the revision, be included on the original and all subsequent SOW revisions. This can be done as a header or footer. However, prior to releasing the SOW with the solicitation, the Contracting Officer should replace the header/footer version number with the word “Final” and include the date of the solicitation release on the SOW.*

<Contracting Officer enter final date solicitation is released>

**NOTES ON USING THIS TEMPLATE**: This template is intended to assist you in preparing a comprehensive Statement of Work for services. The template provides a basic standard outline for the SOW and sample paragraph language. **Your SOW should be tailored to meet the needs of your specific requirement.** This template can be edited as you and your Contracting Officer deem necessary to delete areas that are not applicable to your requirement and/or to add areas that are unique to your requirement. The template can be used to prepare SOWs for contracts, task orders, and inter/intra-agency agreements.

**IMPORTANT: All instructions and user notes (highlighted in blue), and user input guidance (highlighted in yellow) should be removed before finalizing the SOW document.**

**CAUTION: If you are cutting and pasting information into your SOW from other documents, please ensure you reconcile the content of the cut and pasted areas with the rest of your SOW.** For example, if you cut and pasted task requirements for program management support services for the Office of Procurement Management, and your requirement is for program management support services for the Office of Asset Management, ensure all references to the “Office of Procurement Management” are changed to the “Office of Asset Management.”

**1.0 GENERAL**

* 1. **Background**

*Provide relevant background information that will be useful to contractors in understanding the need for the services and to assist the contractors in understanding how NOAA past practices or current policies could impact future efforts.*

*Describe the project in general terms. Discuss the purpose of the project; why the project is being pursued; and, if relevant, how the project relates to other projects.*

* 1. [**Scope**](file:///C%3A%5CUsers%5Cmark.t.molloy%5CDocuments%5CPMO%5CSCOPE%20PARAGRAPHS.doc)

*The scope should be a concise statement to provide the reader with an understanding of the magnitude and limitations of the work to be performed. It should specify the range and limits of the requested products and/or services. In some instances, including negative scope (i.e., what this SOW is not for or does not cover) may be appropriate.*

* 1. **OBJECTIVE**

*This should be a concise statement that describes the objective or desired goal you are trying to achieve with this solicitation. Provide a concise overview of the project and how the results or end products will be used.*

* 1. **APPLICABLE DOCUMENTS**

*Reference any documents (include date and version) that pertain to the requirement and are necessary for the contractor to perform the contract. If only portions of a document apply, be sure to clearly state the applicable portion(s). Also, be sure to cite the document properly using conventional citation formats for statutes, regulations, etc. Be sure to attach, link, or otherwise make the required documents available to contractors.*

* + 1. **Compliance Documents**

The following documents provide specifications, standards, or guidelines that must be complied with in order to meet the requirements of this contract:

*<List document references>*

* + 1. **Reference Documents**

The following documents may be helpful to the Contractor in performing the work described in this document:

*<List document references>*

1. **SPECIFIC REQUIREMENTS/TASKS**

Describe in clear, understandable terms exactly what you want the contractor to do, including any deliverables you expect from the contractor. Number each task and sub-task in this section to make it clear when referring to tasks/subtasks in other sections of this document, or if contractors have a question about a specific task description. Do not put more than one task per numbered paragraph or subparagraph. Individual paragraphs for each task description, identified in a logical progression, will facilitate costing, referencing and tailoring tasks.

Do not restate in the SOW information that will be incorporated in other sections of the solicitation. If you have to refer to information explained in other sections of the solicitation, provide the reference to that section, do not rewrite the information.

Here are some other points to keep in mind:

* Use the word “shall” whenever a provision is mandatory. For example: “The Contractor shall …” The word “will” expresses clarity of purpose or intent and usually refers to the government.
* Use active, rather than passive voice for the requirements so the contract is clear about what the contractor must perform, (e.g., “The Contractor shall provide program management support,” not “Program management support shall be provided by the Contractor”).
* Use simple sentence structure.
* Avoid redundancy.
* Use verbs that correctly describe the work requirements, such as implement, install, track, document, use, identify, create, inform, maintain, conduct, record, define, develop, perform, integrate, test, revise, monitor, assist, provide, resolve, etc.
* Avoid using words such as ensure, assure, best, all, every, certify, average, adequate, equal, any, either, and/or, and to the extent necessary.
* Avoid using pronouns when the applicable noun can be used.
* Use the same term for a particular item. Do not use variations of the term.
* Avoid ambiguity. Be specific (e.g., “support services” is ambiguous).
* Define terms that need to be defined. Define acronyms the first time they are used in the SOW.
* Ensure deliverables are clearly stated and described.
* Ensure performance standards you are requiring in the SOW are necessary, realistic, specific, verifiable, objective, and measurable.
* Ensure acceptance criteria are clearly stated. Acceptance criteria may be cited in the paragraph that describes the deliverable or you may insert another column on the Deliverables chart in SOW 9.0.
* The SOW should provide the contractor with answers to six basic questions: who, what, when, where, how many or how much, and how well? It is important for the SOW to accurately answer these questions in order to allow the contractor the opportunity to accurately assess the level of expertise, the resources required, and the risks involved. Also, remember that a contractor will use the SOW to prepare its proposal, including its cost proposal, and a well written SOW also aids the Government in conducting the source selection evaluation and administering the contract performance after award.
* The SOW should identify only minimum requirements, eliminating the “nice to haves.” Consider the use of a program Work Breakdown Structure (WBS) to outline the required work effort. A WBS is an outcome-oriented analysis of the work involved in a project that defines the total scope of the project. It divides a project or major activity into successive levels, in which each level is a finer breakdown of the preceding one. In final form, a WBS is very similar in structure and layout to a document outline with each item at a specific level of a WBS numbered consecutively.
* The requirements/tasks should be presented in sequential or some other logical order.
* The SOW becomes the standard for measuring contractor performance. The sentences should be written so that there is no question of whether the contractor is obligated to perform specific tasks. As the contracted effort progresses, the government and the contractor look to the SOW to determine rights and obligations concerning what work is required to be performed. Often, how well the SOW is written determines the legal enforceability of the contract and also is the determining factor in resolving scope of work issues.
* Don’t assume anything. Keep asking yourself what is missing from the SOW.

**2.1 TASK ONE. *<Add title of specific task>***

Xxxxxxx

**2.1.1** Xxxxx

**2.1.2** Xxxxx

**2.2 TASK TWO. *<Add title of specific task>***

Xxxxxxx

**2.2.1** Xxxxx

**2.2.2** Xxxxx

**2.3 TASK THREE. *<Add title of specific task>***

Xxxxxxx

**2.3.1** Xxxxx

**2.3.2** Xxxxx

**3.0 CONTRACTOR PERSONNEL**

*It is the responsibility of the contractor to propose qualified contractor personnel to perform all requirements specified in the SOW. As a general rule, the government should not specify education, experience or other qualifications for contractor personnel. In some instances, however, it may be necessary for the government to specify contractor qualifications, certifications, and/or education. For example, there may be a need for a Certified Public Accountant (CPA) for a requirement for financial support services. Similarly, you may deem it necessary to specify qualifications, certifications, and/or education for contractor Subject Matter Experts. And, it is recommended that you specify minimum qualifications, certifications, and/or education for contractor Key personnel and obtain resumes for those positions. Before including education, experience or other qualifications for contractor personnel in the SOW, discuss the matter with your Contracting Officer.*

*The government should not, as a general rule, specify the labor category (ies) the contractor should propose. In some instances, however, it may be necessary for the government to specify the labor category (ies) and even staffing levels. Before including labor categories and/or staffing levels in the SOW, discuss the matter with your Contracting Officer.*

**3.1 QUALIFIED PERSONNEL**

The Contractor shall provide qualified personnel to perform all requirements specified in this SOW.

**3.2 CONTINUITY OF SUPPORT**

The Contractor shall ensure that the contractually required level of support for this requirement is maintained at all times. The Contractor shall ensure that all contract support personnel are present for all hours of the workday. If for any reason the Contractor staffing levels are not maintained due to vacation, leave, appointments, etc., and replacement personnel will not be provided, the Contractor shall provide e-mail notification to the Contracting Officer’s Representative (COR) prior to employee absence. Otherwise, the Contractor shall provide a fully qualified replacement.

* 1. **Key Personnel**

*If resumes are required in response to the solicitation, the government will have the opportunity to review the qualifications, education and experience of proposed contractor personnel. In some instances, the government will determine that a position is “key” to the successful performance of the requirement. “Key” positions should be identified in the solicitation and the contractor should be requested to submit Employment Commitment Letters with its proposal. In these cases, the following paragraph should be included in the SOW:*

Before replacing any individual designated as *Key* by the Government, the Contractor shall notify the Contracting Officer **no less than 15 business days in advance**, submit written justification for replacement, and provide the name and qualifications of any proposed substitute(s). All proposed substitutes shall possess qualifications equal to or superior to those of the *Key* person being replaced, unless otherwise approved by the Contracting Officer. **The Contractor shall not replace *Key* Contractor personnel without approval from the Contracting Officer.** The following Contractor personnel are designated as Key for this requirement. Note: The Government may designate additional Contractor personnel as *Key* at the time of award.

<List the positions designated as Key for the requirement>

There may be requirements where the Government does not want Contractor Key personnel to be dual-hatted. For example, the same key person will provide IT Helpdesk Support 50% of the time and Senior System Administration support 50% of the time. If this is the case for your requirement, you should add a sentence that specifically addresses the situation as follows:

**3.3.1** Contractor *Key* personnel shall not beassigned by the Contractor to more than one key position for this requirement.

* 1. **PROJECT MANAGER**

*One example of the government specifying a particular labor category is the need for a contractor Project Manager. A contractor Project Manager will help overcome the employer-employee relationship between the government and the contractor’s personnel that characterizes a personal services contract.* *This is especially true when large numbers of contractor employees will be working on-site at a government facility.* *Before including a contractor Project Manager, discuss the matter with your Contracting Officer.*

*The following paragraph provides sample language to be included in the SOW. Delete this paragraph if a contractor Project Manager is not needed.*

The Contractor shall provide a Project Manager who shall be responsible for all Contractor work performed under this SOW. The Project Manager shall be a single point of contact for the Contracting Officer and the COR. <It is anticipated that the Project Manager shall be one of the senior level employees provided by the Contractor for this work effort. \*> The name of the Project Manager, and the name(s) of any alternate(s) who shall act for the Contractor in the absence of the Project Manager, shall be provided to the Government as part of the Contractor's proposal. The Project Manager is further designated as *Key* by the Government. During any absence of the Project Manager, only one alternate shall have full authority to act for the Contractor on all matters relating to work performed under this contract. The Project Manager and all designated alternates shall be able to read, write, speak and understand English. Additionally, the Contractor shall not replace the Project Manager without prior approval from the Contracting Officer.

*\*Note: Your requirement may necessitate a full-time contractor Project Manager. If that is the case, delete this sentence. Also, remember to deconflict the part-time Project Manager with SOW 3.3.1 above.*

**3.4.1** The Project Manager shall be available to the COR via telephone between the hours of XXXX and XXXX EST, Monday through Friday, and shall respond to a request for discussion or resolution of technical problems within XX hours of notification.

**3.5 EMPLOYEE IDENTIFICATION**

*The following paragraphs can be included in the SOW as appropriate for contractor employees visiting government facilities and/or working on-site at government facilities.*

**3.5.1** Contractor employees visiting Government facilities shall wear an identification badge that, at a minimum, displays the Contractor name, the employee’s photo, name, clearance-level and badge expiration date. Visiting Contractor employees shall comply with all Government escort rules and requirements. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.

**3.5.2** Contractor employees working on-site at Government facilities shall wear a Government issued identification badge. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent (in meetings, when answering Government telephones, in e-mail messages, etc.) and display the Government issued badge in plain view above the waist at all times.

* 1. **EMPLOYEE CONDUCT**

*The following paragraph is an example of language that may be included in the SOW to address employee conduct. Use the following paragraph or develop language of your own.*

Contractor’s employees shall comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, “off limits” areas, etc.) when visiting or working at Government facilities. The Contractor shall ensure Contractor employees present a professional appearance at all times and that their conduct shall not reflect discredit on the United States or the Department of Commerce. The Project Manager shall ensure Contractor employees understand and abide by Department of Commerce established rules, regulations and policies concerning safety and security.

* 1. **REMOVING EMPLOYEES FOR MISCONDUCT OR SECURITY REASONS**

The Government may, at its sole discretion (in coordination with the Contracting Officer where practical), direct the Contractor to remove any Contractor employee from NOAA facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract. The Contracting Officer will provide the Contractor with a written explanation to support any request to remove an employee.

1. **OTHER APPLICABLE CONDITIONS**

*This area should address other information the Contractor will need and/or requirements the Contractor will need to accomplish in the performance of the SOW. It is highly recommended that the topics included in SOW 4.1 through SOW 4.14 be addressed in the SOW. Additional topics may be added as appropriate.*

**4.1 SECURITY**

*If contractor employees are required to have access to classified or sensitive information in the performance of the requirement, information to that effect should be included in the SOW as appropriate. Sample paragraphs follow. Select the appropriate paragraph and delete the others, or develop language of your own.*

*Also, see the most recent version of Commerce Acquisition Manual (CAM) 1337.70, “Department of Commerce Personnel Security Requirements” for the appropriate contractor personnel security instructions to be included in all SOWs containing requirements for contractor personnel support services for unclassified and classified (SECTION 3 and 4 respectively) contracts/orders and Interagency Agreements (IAAs) for assisted or direct acquisitions.*

Contractor access to classified information may be required under this SOW. The details will be provided in a Department of Defense (DD) Form 254.

*-or-*

Contractor access to unclassified, but Security Sensitive Information may be required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination.

*-or-*

Contractor access to classified information is required under this SOW. The maximum level of classification is <insert applicable level of classification (e.g., Top Secret/SCI; Top Secret; Secret, etc.)>. The details will be specified in a Department of Defense (DD) Form 254.

*-or-*

Contractor access to classified information is not currently required under this SOW. However, the Government at a later date may require all Contractor personnel to have Secret clearances. Accordingly, all Contractor employees provided for this requirement must be eligible for a Secret Clearance.

**4.2 PERIOD of Performance**

*Select the appropriate paragraph and delete the others, or develop language of your own.*

The period of performance for this contract is one year from the date of award.

*-or-*

The period of performance for this contract shall not exceed XXX calendar days from the date of award.

*-or-*

The period of performance for this contract shall not exceed *[insert specific date].*

*-or-*

The period of performance for this contract is a one-year base period with four one-year option periods as follows:

Base Period *insert dates [e.g., May 1, 2012 through April 30, 2013]*

Option Period One *insert dates [e.g., May 1, 2013 through April 30, 2014]*

Option Period Two *insert dates [e.g., May 1, 2014 through April 30, 2015]*

Option Period Three *insert dates [e.g., May 1, 2015 through April 30, 2016]*

Option Period Four *insert dates [e.g., May 1, 2016 through April 30, 2017]*

**4.3 PLACE OF PERFORMANCE**

*Select the appropriate paragraph and delete the others, or develop language of your own.*

The primary place of performance will be the Contractor’s facilities with frequent visits to the Department of Commerce at <insert street address, City, State>.

*-or-*

The primary place of performance will be a combination of the Contractor’s facilities and the Department of Commerce at <insert street address, City, State>.

*-or-*

The primary place of performance will be the Contractor’s facilities with frequent visits to the Department of Commerce facilities in the Washington Metro Area:

* <insert street address, City, State>
* <insert street address, City, State>
* <insert street address, City, State>

**4.4 HOURS OF OPERATION**

*Include this area if contractor employees will be required to work on-site at a government facility/location.*

Contractor employees shall generally perform all work between the hours of XXXX and XXXX EST, Monday through Friday (except Federal holidays). However, there may be occasions when Contractor employees shall be required to work other than normal business hours, including weekends and holidays, to fulfill requirements under this SOW.

**4.5 TRAVEL**

*Include one of the following paragraphs in the SOW as appropriate:*

Contractor travel shall be required to support this requirement. All travel required by the Government outside the local commuting area(s) will be reimbursed to the Contractor in accordance with the Federal Travel Regulations. The Contractor shall be responsible for obtaining COR approval (electronic mail is acceptable) for all reimbursable travel in advance of each travel event.

*-or-*

Contractor travel may be required to support this requirement. All travel required by the Government outside the local commuting area(s) will be reimbursed to the Contractor in accordance with the Federal Travel Regulations. The Contractor shall be responsible for obtaining COR approval (electronic mail is acceptable) for all reimbursable travel in advance of each travel event.

*-or-*

Contractor travel shall not be required for this requirement.

* 1. **POST AWARD CONFERENCE**

*It is highly recommended that a postaward conference be held as soon as possible after award. This will facilitate contract administration by the COR and Contracting Officer.*

The Contractor shall attend a Post Award Conference with the Contracting Officer and the COR no later than XX business days after the date of award. The purpose of the Post Award Conference, which will be chaired by the Contracting Officer, is to discuss technical and contracting objectives of this contract and review the Contractor's draft project plan. The Post Award Conference will be held at the Government’s facility, located at <insert address> or via teleconference.

**4.7 PROJECT PLAN**

*It is highly recommended that the Contractor be requested to provide a project plan to the Government to assist the COR in contract administration. In complex requirements, a WBS Project/Milestone Schedule prepared in MS Project may be more appropriate than a project plan.*

The Contractor shall provide a draft Project Plan at the Post Award Conference for Government review and comment. The Contractor shall provide a final Project Plan to the COR not later than XXX business days after the Post Award Conference.

* 1. **BUSINESS CONTINUITY PLAN**

*Include this area* ***only*** *if the tasks identified in SOW 2.0 require the Contractor to provide continuous operations to the Government during emergencies, including natural disasters and acts of terrorism.*

The Contractor shall prepare and submit a Business Continuity Plan (BCP) to the Government. The BCP Plan shall be due XXX business days after the date of award, and will be updated on an annual basis. The BCP shall document Contractor plans and procedures to maintain support during an emergency*,* including natural disasters and acts of terrorism. The BCP, at a minimum, shall include the following:

* A description of the Contractor’s emergency management procedures and policy
* A description of how the Contractor will account for their employees during an emergency
* How the Contractor will communicate with the Government during emergencies
* A list of primary and alternate Contractor points of contact, each with primary and alternate:
	+ Telephone numbers
	+ E-mail addresses

**4.8.1** Individual BCPs shall be activated immediately after determining that an emergency has occurred, shall be operational within XXX hours of activation or as directed by the Government, and shall be sustainable until the emergency situation is resolved and normal conditions are restored or the contract is terminated, whichever comes first. In case of a life threatening emergency, the COR shall immediately make contact with the Contractor Project Manager to ascertain the status of any Contractor personnel who were located in Government controlled space affected by the emergency. When any disruption of normal, daily operations occur, the Contractor Project Manager and the COR shall promptly open an effective means of communication and verify:

* Key points of contact (Government and contractor)
* Temporary work locations (alternate office spaces, telework, virtual offices, etc.)
* Means of communication available under the circumstances (e.g., email, webmail, telephone, FAX, courier, etc.)
* Essential Contractor work products expected to be continued, by priority

**4.8.2** The Government and Contractor Project Manager shall make use of the resources and tools available to continue contracted functions to the maximum extent possible under emergency circumstances. Contractors shall obtain approval from the Contracting Officer prior to incurring costs over and above those allowed for under the terms of this contract. Regardless of contract type, and of work location, Contractors performing work in support of authorized tasks within the scope of their contract shall charge those hours accurately in accordance with the terms of this contract.

**4.9 PROGRESS REPORTS**

*It is highly recommended that you obtain progress reports from the Contractor on a regular (weekly, bi-weekly, monthly, bi-monthly, quarterly, etc.) basis to facilitate contract administration. The nature, complexity and duration of your requirement will factor into the time for submission of the report and its content. A sample paragraph follows:*

The Project Manager shall provide a *(insert frequency, i.e., weekly, monthly, etc.)* progress report to the Contracting Officer and COR via electronic mail. This report shall include a summary of all Contractor work performed, including a breakdown of labor hours by labor category, all direct costs by line item, an assessment of technical progress, schedule status, any travel conducted and any Contractor concerns or recommendations for the previous reporting period.

**4.10 PROGRESS MEETINGS**

*In addition to the progress report, it is highly recommended that periodic progress meetings be held between the COR and the Contractor. The Contracting Officer should always be invited to these meetings.*

*Sample paragraphs are provided below. Select the appropriate paragraph and delete the others, or develop language of your own.*

The Project Manager shall be available to meet with the COR upon request to present deliverables, discuss progress, exchange information and resolve emergent technical problems and issues. These meetings shall take place <*insert location or means of communication (e.g., at the Government's facility; at the Contractor’s facility; via teleconference, etc.)>.*

*-or-*

The Project Manager shall meet with the COR on a *<insert frequency>* basis to discuss progress, exchange information and resolve emergent technical problems and issues. These meetings shall take place *<insert location or means of communication (e.g., at the Government's facility; at the Contractor’s facility; via teleconference, etc.)>.*

*-or-*

The Project Manager shall be responsible for keeping the COR informed about Contractor progress throughout the performance period of this contract, and ensure Contractor activities are aligned with NOAA objectives. At a minimum, the Project Manager shall review the status and results of Contractor performance with the COR on a *<insert frequency>* basis *<insert means of communication (e.g., by telephone)>*.

**4.11 GENERAL REPORT REQUIREMENTS**

The Contractor shall provide all written reports in electronic format with read/write capability using applications that are compatible with NOAA workstations (e.g. Windows XP and Microsoft Office Applications). *Define specific electronic format requirements based on the task order deliverables and compatibility with NOAA infrastructure.*

**4.12 INTELLECTUAL PROPERTY**

*It is recommended that you discuss intellectual property matters with your Contracting Officer and a NOAA General Law Attorney. The General Law Attorney will involve a NOAA Intellectual Property Attorney, as needed.*

**4.13 PROTECTION OF INFORMATION**

*If the Contractor will have access to Privacy Act information and/or proprietary information, include the following paragraphs in the SOW as appropriate:*

Contractor access to information protected under the Privacy Act is required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the law and Government policy and regulation.

*-and/or-*

Contractor access to proprietary information is required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the law and Government policy and regulation.

*-and/or-*

Contractor access to proprietary information is required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the Privacy Act, OMB M06-16 (PII) and other pertinent laws and regulations governing the confidentiality of privileged information and Safeguarding Sensitive But Unclassified (SBU) (For Official Use Only) Information. The Contractor shall ensure that all Contractor personnel having access to business or procurement sensitive information sign a NOAA Non-Disclosure Agreement.

**4.14 SECTION 508 COMPLIANCE**

*Any SOW that includes requirements for Electronic and Information Technology (EIT) must include a Section 508 compliance section to clearly identify applicable EIT accessibility standards or exceptions from Section 508.*

*Tools to aid in development of appropriate Section 508 compliance language can be found at:*

*http://www.osec.doc.gov/accessibility/Assistive\_Technology\_Tools.html#*

*Additional guidance can be found by contacting the Agency Section 508 Coordinators:*

|  |  |  |
| --- | --- | --- |
| Natalie Smith (Policy) | Natalie.D.Smith@noaa.gov | (301) 713 - 3525ext.213 |
| Barry Campbell (Technical) | Barry.J.Campbell@noaa.gov | (301) 713 - 2743ext.213 |

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L. 105-220 under Title IV (Rehabilitation Act Amendments of 1998) all Electronic and Information Technology (EIT) developed, procured, maintained and/or used under this contract shall be in compliance with the “Electronic and Information Technology Accessibility Standards” set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the “Access Board”) in 36 CFR Part 1194.  The complete text of Section 508 Standards can be accessed at <http://www.access-board.gov/> or at [http://www.section508.gov](http://www.section508.gov/).

**5.0 GOVERNMENT TERMS & DEFINITIONS**

*Include a comprehensive list of all terms and acronyms used in the SOW, including applicable definitions. If you have an extensive list of terms, you should consider the use of a table rather than the numbered paragraph format provided below.*

5.1 COR – Contracting Officer’s Representative

5.2 NOAA − NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

5.3       −

5.4       −

**6.0 GOVERNMENT FURNISHED RESOURCES**

*Select the appropriate paragraph below and delete the others, or develop language of your own.*

*If the Government will not provide any resources to the Contractor to accomplish the work specified in this SOW, insert the following paragraph:*

The Government will not furnish any resources to the Contractor in support of this contract.

*If the Government will provide facilities, property, equipment, supplies and/or services to the Contractor to accomplish the work specified in this SOW, insert one of the following paragraphs. Note that you may also need to add language here to address the requirement for the Contractor to provide a GFP Report as a deliverable, if one is required. You should discuss this matter with your Contracting Officer. If a GFP Report will be required from the Contractor, a deliverable should be included in the Deliverables chart in SOW 9.0.*

The Government will provide the following property to the Contractor for work required under this contract:

*<List property to be provided.*

*If you have a lengthy property list, you should include it as an Attachment to the SOW rather than list it here. Remember to label your Attachment (e.g., Attachment 1). You will also need to reword the above sentence (e.g.,* The Government will provide the property listed on Attachment 1 to the Contractor for work required under this contract.)

-or-

The Government will provide the workspace, equipment and supplies necessary to perform the on-site portion of Contractor services required in this contract, unless specifically stated otherwise in this work statement.

*-or-*

The Government will provide the following equipment for off-site Contractor use in performing work under this contract:

*<List equipment to be provided>*

*If you have a lengthy equipment list, you should include it as an Attachment to the SOW rather than list it here. Remember to label your Attachment (e.g., Attachment 2). You will also need to reword the above sentence (e.g.,* The Government will provide the equipment listed on Attachment 2 to the Contractor for work required under this contract.)

*-and-*

The Contractor shall use Government furnished facilities, property, equipment and supplies only for the performance of work under this contract, and shall be responsible for returning all Government furnished facilities, property, and equipment in good working condition, subject to normal wear and tear.

*If the Government will provide information, data and/or documents**to the Contractor to accomplish the work specified in this SOW, insert one of the following paragraphs:*

The Government will provide all necessary information, data and documents to the Contractor for work required under this contract.

*-or-*

The Government will provide the following information, data and documents to the Contractor for work required under this contract:

*<List data and information to be provided>*

*If you have a lengthy list of information, data and documents, you should include it as an Attachment to the SOW rather than list it here. Remember to label your Attachment (e.g., Attachment 3). You will also need to reword the above sentence (e.g.,* The Government will provide the information, data and documents listed on Attachment 3 to the Contractor for work required under this contract.)

*-or-*

The Government will provide copies of the references cited in SOW 1.4 at the Post Award Conference.

*-and-*

The Contractor shall use Government furnished information, data and documents only for the performance of work under this contract, and shall be responsible for returning all Government furnished information, data and documents to the Government at the end of the performance period. The Contractor shall not release Government furnished information, data and documents to outside parties without the prior and explicit consent of the Contracting Officer.

**7.0 CONTRACTOR FURNISHED PROPERTY**

The Contractor shall furnish all facilities, materials, equipment and services necessary to fulfill the requirements of this contract, except for the Government Furnished Resources specified in SOW 2.0 and SOW 6.0.

1. **GOVERNMENT ACCEPTANCE PERIOD**

The COR will review deliverables prior to acceptance and provide the contractor with an e-mail that provides documented reasons for non-acceptance. If the deliverable is acceptable, the COR will send an e-mail to the Contractor notifying it that the deliverable has been accepted.

**8.1** The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor’s accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor may have an opportunity to correct the rejected deliverable and return it per delivery instructions.

*The following paragraphs are highly recommended, but not required. If you decide not to include these paragraphs, you will need to specify Government review times and Contractor response times in the Deliverables chart in SOW 9.0 in the “Due By” column.*

**8.2** The COR will have XX business days to review deliverables and make comments. The Contractor shall have XX business days to make corrections and redeliver.

**8.3** All other review times and schedules for deliverables shall be agreed upon by the parties based on the final approved Project Plan. The Contractor shall be responsible for timely delivery to Government personnel in the agreed upon review chain, at each stage of the review. The Contractor shall work with personnel reviewing the deliverables to assure that the established schedule is maintained.

**9.0 DELIVERABLES**

The Contractor shall consider items in **BOLD** as having mandatory due dates. Items in *italics* are deliverables or events that must be reviewed and/or approved by the COR prior to proceeding to next deliverable or event in this SOW.

| **ITEM** | **SOW REFERENCE** | **DELIVERABLE / EVENT** | **DUE BY** | **DISTRIBUTION**  |
| --- | --- | --- | --- | --- |
| 1 | 4.6 | **Post Award Conference** | Xxxxx | N/A |
| 2 | 4.6, 4.7 | *Draft Contractor Project Plan* | Xxxxx | COR, Contracting Officer |
| 3 | 4.7 | **Final Contractor Project Plan** | Xxxxx | COR, Contracting Officer |
| 4 | 4.8 | **Original Business Continuity Plan** | Xxxxx | COR, Contracting Officer |
| 5 | 4.8 | **Updated Business Continuity Plan** | Xxxxx | COR, Contracting Officer |
| 6 | 4.9 | **Progress Reports** | Xxxxx | COR, Contracting Officer |
| 7 | xxx | Xxxxx | Xxxxx | Xxxx |
| 8 | xxx | Xxxxx | Xxxxx | Xxxx |