ORDER FOR S	UPPLIES AI	ND SERVICES		DTE: MARK A			PAGE	1 1	PAGES	
1. DATE OF ORDER	2. ORDER NUN			CONTRACT N			4. ACT NU	MBER		
7/8/09	GSQ0009	BG0019		SS00Q09B	GD005	0	<u> </u>			
IMPORTANT: • This form is not to be u • The invoice remit to ad Block 12 is incorrect. • Failure to show the AC • Failure to mail invoice t • Failure of service contr (26 U.S.C. 3406(a)).	dress must be T number (Blo o address in B	the same as Block ck 4) on invoice will lock 24 will delay pa	12. Notify delay payi ayment.	the contract ment and re	ting/orde	invoice im	r if the infor proper.	maiton i	'n	
7. TO: CONTRACTOR (Name, ad	dress and zip cod	2)			18.	TYPE OF O	IDER	RE	FERENCE YOUR	
Smartronix, Inc.	· · · · · · · · · · · · · · · · · · ·				Ir	A. PURCH	ASE			
44150 Smartronix W	ay				Pi	ease furnish t	the following	on the ten	me specified on bot	:h
Hollywood, MD 2063	36							tached sh	eets, if any, includi	ng
					aid CO	te only of th	nder is subjection his form and le above num	is issued	uctions contained subject to the terr tract THORITY FOR ISS	ne arv
94. EMPLOYER'S IDENTIFICATION	NUMBER		198	CHECK, IFAI	PPROP					
DUNS Number:			Г	WITHHOU 20%	0 5				and conditions of remain unchanged.	the
	HER THAN	C. SMALL		SMALL	π		BUSINESS O	RGANIZAT		
BUSINESS A INESS.	8US-	DISADVAN- TAGED	0	OMEN-		A. CORPO		SHIP		
 ISSUING OFFICE (Address, zlp and telephone no.) 	code	12. REMITTANCE ADD P.O. Box 64148	RESS (MAN	DATORY)					code and telephone	
GSA, FAS		Baltimore, MD 21	264-4148			oard (RAT				5
819 Taylor Street, Room 7A Fort Worth, TX 76102	37				s	uite 700	ylvania Av			
14. PLACE OF INSPECTION AND	ACCEPTANCE		15	. REQUSITION	OFFICE	Name, symb	ol and teleph	one no.)		
16, F.O.B. POINT		17. government B/L	and the second	Ichael Woo 18. DELIVI BEFOR	ERY F.O.E	. POINT ON	OR 19. P/	YMENT/D	iscount terms	
			20. SCH	DULE						
ITEM NO.		SUPPLIES OR S	ERVICES		QUANTITY		UNIT PRIC	æ	AMOUNT	
(A)	The cont	(B) ractor shall provide	aanioon f	or the	(C)	(D)	(E)			+
		.gov Website Red								
	A CONTRACTOR AND A CONTRACT	Accountability and								
		accordance with th	e Stateme	nt of	1					
	Work da	ted 7/8/09.								
	See Atta	chment 1 for CLIN	Structure	nd						
		CLINs 001 and 080								
	awarded		1993 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 1995 - 1905 - 1905							
				CLIN 001	1		7,757		7,757,36	
				CLIN 080	1	1	1,758,	961	1,758,96	100
21. RECEIVING OFFICE (Name, syr	nbol and telephon	a no.)			L	<u> </u>	TOTAL FROM			+
22. Shipping point		2	3. GROSS SH	HP WT.	'antona s'a ti		300-A(s) GRAND	5		+
A MAN INN/DICE TO- Hardent	n codel		SA. FOR INO	UIRIES REGAR		YMENT CON	TOTAL TACT:	25	9,516,324 B. TELEPHONE NO	CO
24. MAIL INVOICE TO: <i>(Include zip code)</i> General Services Administration (FUND)			25A. FOR INQUIRIES REGARDING PAYMENT CONT. GSA					16-926-7227	•	
			and an a second					B. TELEPHONE NO		
			/alerie Bir					8	17-574-4297	-
			C. SIGNATU	0	. 0	0		Tak	09	
			alu	Ne la	na-	-		181		

GSA Form 300 Attachment 1 Task Order Number: GSQ0009BG0019, Smartronix, Inc.

The following CLINs and prices are established for this task order:

CLIN 001: \$7,757,363 CLIN 010: \$1,352,707 CLIN 020: \$1,395,613 CLIN 030: \$1,440,021 CLIN 040: \$1,485,982

CLIN 050: \$919,290 Ceiling: \$919,290

Labor Category:

Rate:

Project Manager Creative Director Sr. Art Director **Computer Artist** Copy Writer **Clerical Support** Interactive Analyst Programmer Software Engineer **Portal Architect** Test Enigneer Sr. Sharepoint Developer Network Engineer **Data Architect** SME - Business Objects Developer Quality Manager

CLIN 060: \$919,290 Ceiling: \$919,290

Labor Category: Project Manager **Creative Director** Sr. Art Director **Computer Artist** Copy Writer **Clerical Support** Interactive Analyst Programmer Software Engineer **Portal Architect** Test Enigneer Sr. Sharepoint Developer Network Engineer **Data Architect** SME - Business Objects Developer Quality Manager



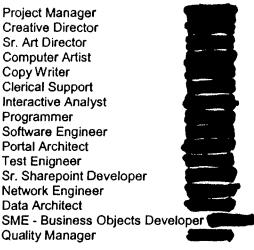


CLIN 070: \$919,290 Ceiling: \$919,290

Labor Category:

Project Manager Creative Director Sr. Art Director Computer Artist Copy Writer Clerical Support Interactive Analyst Programmer Software Engineer Portal Architect Test Enigneer

Sr. Sharepoint Developer Network Engineer Data Architect



Rate:

CLIN 080:

Quality Manager

\$1,758,961





Recovery Accountability and Transparency Board

Recovery.gov Web site Statement of Work (SOW)

IAW Solicitation Number: AVT0009100

Dated 7/8/09

Table of Contents

1.0 INTRODUCTION

OVERVIEW TECHNICAL OVERVIEW

2.0 REQUIREMENTS

- 2.1 GENERAL
- 2.2 ROLES AND RESPONSIBILITIES
- 2.3 TECHNICAL REQUIREMENTS
 - 2.3.1 Information Capture
 - 2.3.2 Web Site Design
 - 2.3.3 Enterprise Business Intelligence (EBI) Maintenance and Administration
 - 2.3.4 Reporting
 - 2.3.5 Web Content Management System (WCMS)
 - 2.3.6 Test and Development Infrastructure Requirements
 - 2.3.7 Optional Continuation of Operations (COOP) Site
- 2.4 GOVERNMENT FURNISHED SUPPLIES AND SERVICES
 - 2.4.1 Hosting and Database
 - 2.4.2 Database Services
 - 2.4.3 Backup Service
- 2.5 CONTRACTOR-FURNISHED SUPPLIES AND SERVICES
 - 2.5.1 Database and Hosting Services
 - 2.5.2 XML Firewall
 - 2.5.3 Data Warehouse
 - 2.5.4 Metadata Repository
 - 2.5.5 Operations and Maintenance Services
 - 2.5.6 Information Assurance
 - 2.5.7 Program Management
 - 2.5.8 Visibility and Communication
 - 2.5.9 Warranty
 - 2.5.10 Support
 - 2.5.11 Briefings
 - 2.5.12 Daily Calls
 - 2.5.13 Weekly Meetings
 - 2.5.14 Questions From Agencies
 - 2.5.15 Questions From Public
 - 2.5.16 Facility for Enhancements and New Requirements
 - 2.5.17 Change Management
 - 2.5.18 Service Level Agreement (SLA)

3.0 TERMS, CONDITIONS AND REFERENCE

- 3.1 APPLICABLE DOCUMENTS AND RESOURCES
- 3.2 DELIVERABLES SCHEDULE

RECOVERY.GOV æ

- 3.3 ACCEPTABLE MEDIA FOR REQUIREMENTS
- 3.4 TYPE OF CONTRACT
- 3.5 STANDARDS AND FORMATTING
- 3.6 PERIOD OF PERFORMANCE
- 3.7 PLACE OF PERFORMANCE
- 3.8 PRIVACY AND SECURITY
- 3.9 PROTECTION OF INFORMATION
- 3.10 INSPECTION AND ACCEPTANCE
- 3.11 PROCEDURES FOR PAYMENT
- 3.12 ORGANIZATIONAL CONFLICT OF INTEREST
- 3.13 SECTION 508 REQUIREMENTS
- 3.14 CLAUSE IMPLEMENTATION

4.0 CLIN STRUCTURE

5.0 SLA (FROM CONTRACTOR PROPOSAL)

6.0 WARRANTY (FROM CONTRACTOR PROPOSAL)

1.0 INTRODUCTION

1.1 OVERVIEW

The American Recovery and Reinvestment Act of 2009 (ARRA) is an unprecedented effort to jumpstart our economy, save and create millions of jobs and put a down payment on addressing long-neglected challenges so our country can thrive in the 21st century. ARRA is an extraordinary response to a crisis unlike any since the Great Depression. With much at stake, ARRA provides for unprecedented levels of transparency and accountability. As specified by ARRA Section 1526, "Board Web site," Recovery.gov is the main vehicle for providing each citizen with the ability to monitor the progress of our recovery.

ARRA describes the roles and responsibilities for federal agencies and prime recipients. Prime recipients are organizations that have received recovery funds directly from the federal government. For example, prime recipients could be states, tribes, localities, counties, private sector organizations, or private sector companies. As established by ARRA, the Recovery Accountability and Transparency Board (RATB) has the responsibility for managing content, operations and maintenance of the Web site. This includes designing, implementing and operating a Web site that clearly captures and transmits information on stimulus fund expenditures, impacts and results in an intuitive, user-friendly way for use by a wide range of audiences.

1.2 Scope

The scope of this SOW is to provide and implement a complete Web site solution, known as Recovery.gov version 2.0, that facilitates maximum transparency in support of ARRA.

All products and services related to this requirement are funded under the Recovery Act.

2.0 REQUIREMENTS

2.1 GENERAL

The contractor shall provide complete redesign, implementation and operation of the Recovery.gov version 2.0 Web site. Design services will include visual design, user-interface design, information architecture, design engineering, project management and all expertise required to deliver a Web site with interactive data-visualization and Web-application level functionality.

13

2.2 ROLES AND RESPONSIBILITIES

The Roles and Responsibilities section identifies services that the Government will provide and services for which the Contractor shall be responsible:

Roles and Responsibilities	Contractor	Government
Facilities / Hosting		
Redundant Access to Internet		X
Internet Edge Services		Х
Network Load Balancing	X	
Uninterrupted Power Supply (UPS)		X
Authorize and Approve Facility Changes	**************************************	X
Provision cabling plant at WASHINGTON, DC		X
Gigabit Ethernet		X
Storage Area Network (SAN)		X
Data Center Power		X
Plan / Propose Facility Configuration		X
Provision WAN circuits		X
Server Infrastructure	Х	Х

2

RECOVERY.GOV

Roles and Responsibilities	Contractor	Government
Documentation		
Solution Architecture (i.e., documentation of end-to-end solution)	X	
Database Services		a managan sa
Oracle Software		X
Sybase Software		X
My SQL Software		X
Microsoft SQL Software	-	X
Database Software Licensing		X
Replications	X	X
Disaster Recovery	X	X
Database Administration		X
Configuration Management		X
Patching		X
Capacity Planning		X
Backup / Restore		Х
Database Monitor	•	Х
Installation Services		
Server	X	



Roles and Responsibilities	Contractor	Government
Server Network Switch(es)	Х	
Operating System Installation	X	
Rack	Х	
Patch Servers	Х	
Secure Operating System	X	
Applications		
Web site (i.e., Portal Solution / Content Management)	X	
Monitoring Software (i.e., for hardware and software)	Х	
Recovery Reporting Solution (See Reporting Requirements Section)	×	
· · · · · · · · · · · · · · · · · · ·		
Operations		
24 X 7 System Operations and Maintenance	Х	
Hardware and Software Monitoring	Х	
Server Break / Fix (Note: Physical access to Government facilities will be provided by the Government)	X	
Software and Hardware Server Patching	Х	
Web site Support	X	
Analyze and Develop Solutions to Address any Security Vulnerabilities Identified during Contractor or Government Security Scans	X	

Roles and Responsibilities	Contractor	Government
Provide Test, Development and Production Server	X	
Infrastructure (<i>i.e.</i> , the development environment does		
not have to reside at the government facility)		
	*	
Conduct Security Testing as Necessary to Ensure	X	
Application Upgrades Provided for Testing and		
Production are Without Known Vulnerabilities		
Content Management / Web Design		
Analyze and Implement Enhancements in the Interface,	X	
Navigation, Search Functionality and Content of the Web Site.		
Troubleshoot and Resolve Issues Related to the Web	X	
site	•	
Validate and Test any Infrastructure Upgrades Related	X	
to the Web Server		
Network		
Monitor Network Infrastructure	X	X
Implement Local Area Network (LAN)-to-LAN Virtual Private Network (VPN) Tunnels	X	
Interface with Carriers		X
Interface with Other Service Providers	. X	X
Backups		
Setup Backup Configuration	Х	X

RECOVERY.GOV

Roles and Responsibilities	Contractor	Government
Ensure Daily Backups Are Completed Successfully	X	Х
Verify the Integrity of System Backups	Χ.	X
Anti-Virus		
Install, Configures and Maintains Software	Х	
Ensure Signatures Are Updated	Х	
Perform Checks As Necessary	Х	
Security		
Secure Operating System And Applications	Х	
Monitor, Maintain and Control Access To Contractor IT Hosting Facilities And FAS Government Furnished Equipment (GFE)		X
Intrusion Detection System (IDS)	Х	
Report Security Violations	Х	
Resolve Security Violations		X
Internet Perimeter Security (Einstein)		X
Firewall / VPN	Х	

2.3 TECHNICAL REQUIREMENTS

2.3.1 INFORMATION CAPTURE

As the capture of recipient reporting data is managed by a Government entity, this SOW does not include the capture of recipient data. However, the contractor will be required to accept

.

replicated database transactions from the recipient reporting solution. The Contractor shall have the capability to perform transactional-based replication.

2.3.2 WEB SITE DESIGN

Consistency of user experience is an essential element of the design of Recovery.gov, providing users with an onscreen look and feel that is both logical and intuitive. The Contractor shall leverage templates and other leading practices to maintain a consistent look throughout the site. The contractor shall also separate the management of Web site design and content. At a minimum, the contractor-developed Web site shall contain the same elements as Recovery.gov version 1.0.

The Web site shall be highly usable, intuitive and transparent. It shall be user-centric and shall allow a wide variety of audiences to accomplish their goals quickly, efficiently and easily. Information architecture and design principles must prioritize simplicity for citizens. Pervasive usability shall be prioritized in every aspect of the Web site development process. The Contractor shall take innovative approaches to deliver great user experiences. The Contractor shall develop design patterns, as a catalog of desired behaviors. Groups of patterns shall be assembled into an Interaction Design Framework for the site.

The Contractor shall provide design services for static and/or interactive information graphics as "featured" content on the site. The site will grow and develop over time; navigation must be flexible and facilitate adding information with minimal effort. Page layouts shall incorporate both data-driven and story-based content. Site content and presentation must be decoupled using CMS templates. The Contractor shall implement innovative uses of Web 2.0 and social technologies as iterative improvements to the site. This may include user-generated content, contribution and developing unique social capabilities for the site.

The Contractor shall develop and implement a Web site solution using innovative approaches, such as use of Master Content Pages. In addition, the Web site shall include:

- Recovery.gov logos
- Search functionality
- Required government links
- Flash video and animation (adhering to 508 standards see 3.13)
- Specific page footers
- Top level menu

- Secondary level menu
- Tertiary level menu
- Portlets/Web parts for reporting purposes

Search

Contractor shall integrate a search engine for the site, with faceted search capabilities. Both data and content shall be searchable and presentable in a variety of usable formats. The search scope shall be clear, ordered usefully, provide context for matches and be categorized for large result sets. Search shall be robust for misspellings, alternate spellings, synonyms, plurality, prefixes and suffixes. Number of matches and total record count shall be available. Content shall support metadata/ontology/taxonomy to facilitate the findability and enhance the utility of provided data and content. Special emphasis must be placed on capabilities that deliver local ARRA-related content for constituents. This will require the ability to navigate content using locality information.

Taxonomy, Metadata and Governance

The Contractor shall design a best approach for taxonomy to be associated with user experience, ensuring relevant content is always available to end-users. In addition, the Contractor shall devise a good metadata management plan. The Contractor shall devise policies and procedures to control the administration, content publishing and general maintenance and growth of portal content and data. The Contractor shall submit all plans, designs and content to the RATB Content Manager/Governance Board for approval prior to public release.

Data and Application Integration

The Contractor shall design and implement a modularized Web interface based on features to condense the application's core functionality into smaller packages.

2.3.3 ENTERPRISE BUSINESS INTELLIGENCE (EBI) MAINTENANCE AND ADMINISTRATION

- Design, develop, build, test and implement new data structures and modify existing tables and views to support government functions and business processes.
- Cover reporting completely, including complex reporting with drill downs, dashboards and ad-hoc reporting.
- Extract, transform and load (ETL) Recovery.gov data sources using ETL tools or loading scripts, as appropriate.

- Validate all update processes and resolve problems related to daily and monthly data transfers, transformation and retrieval.
- Document EBI solution (i.e., a section within the Solution Architecture document).
- Develop, maintain, enhance and test production universes to ensure accuracy of the reports and analysis tools.
- Define, develop, create, enhance and maintain reports. This includes defining user requirements, creating and testing modifications and enhancements to the reports.
- Provide a broad range of EBI capabilities in a single- or multi-product Service Oriented Architecture (SOA) / Web Services platform, with the initial focus on limited reporting for citizen-centric consumption.
- Provide horizontal and vertical scalability to ensure that, as demand increases, the site has sufficient capacity.
- Provide load-balancing capabilities to ensure high performance levels at peak periods.
- Provide administration, including system performance monitoring and metrics auditing to analyze usage and adjust the configuration to prevent bottlenecks.
- Develop application user interfaces with zero footprint Web-based interfaces, making the applications easy to deploy and manage, and supporting environments where client installations or Web client downloads are not available.
- Provide a single security model to support all capabilities, enabling consistency in both authentication and authorization. This security layer needs to support anonymous access as well as other types of access simultaneously.
- Provide common data access, utilizing all of an organization's data across all capabilities, without distinction as to what data can be used with what capability.
- Share common services (e.g., query engine, repository, scheduling, etc.) across all applications' capabilities, simplifying system management and administration.
- Ensure all capabilities share the same look and feel characteristics (e.g., icons, terminology etc.) to provide the end-users with an experience that is easy to use and intuitive.
- Provide a wide variety of reports in varying output formats (i.e., XML, Excel, PDF, HTML and comma delimited text).

2.3.4 REPORTING

The Contractor shall develop a Web site or portal to meet the mandated statutory reporting requirements as specified by ARRA (section 1512 Reports on the Use of Funds) or as required by RATB. The Contractor's reporting solution shall meet the following requirements:

- Leverage Content Distribution Network (CDN) technology to minimize the demand on the infrastructure.
- Include the requirements identified in Section 1512 of ARRA, at a minimum.
- Present dynamic reports as HTML (i.e., with unique http paths per report), to be cached in the CDN.
- Make these cached reports accessible via the World Wide Web.
- Ensure reports can be authored via a Web-based professional authoring tool.
- Ensure report authoring has the capability to support internal and external objects to create complex Web pages containing recipient data.
- Allow the objects to be images, code and external page fragments.
- Ensure report authors can report from model business entities and can generate complex reports containing summaries and averages with a large variety of financial function libraries at their disposal (even when using XML as data source).
- Coordinate with Geographic Information Systems (GIS) resources to develop geographical reports.

2.3.5 WEB CONTENT MANAGEMENT SYSTEM (WCMS)

- Allow designated subject matter experts (SME) to manage and share content efficiently, collaborate with each other effectively and disseminate information to the Web site quickly.
- Ensure WCMS provides preview capabilities to allow content to be reviewed prior to being published.
- Meet the following functional requirements: content creation, content management, content publishing and presentation.
- Support a What You See Is What You Get (WYSIWYG) authoring environment for content creators.
- Allow for the publication of content to multiple formats with content being separated from presentation layer and display elements while remaining "format neutral".
- Possess a structured authoring environment for the creation of structured content types (press/media releases).
- Manage database content.



- Have content sanitation capabilities so content that is directly copied and pasted from applications, such as Microsoft Word, is "cleaned" prior to publication.
- Be robust enough to serve the needs of a large community of users dispersed across the world using a variety of bandwidths. The solution shall be scalable and able to expand to meet future growth, both in terms of the volume and size.
- Support role-based authentication, and leverage internal and external directory services.
- Allow for the versioning of all content and assets to include: Content/pages templates, style sheets, users and permissions, media and configuration and security settings.
- Be able to retrieve the state of the entire Web site or a portion of it on a given date and time. The recovered site/sub-site shall be fully functional, including hypertext links, images and other related files.
- Have the capability to define workflows so that all content added to the site is filtered through a required approval process and so that the actual state of a content item is easily identifiable.
- Allow for multiple status settings for content items, such as draft, in review, published, expired, etc.
- Provide simple linear workflows with a limited number of steps and the ability to define approval routing based on rules and user permissions.
- Capture comments entered by reviewers.
- Allow administrators or designated users the ability to create and modify workflow rules without Contractor assistance, including:
 - Creating and deleting workflows
 - Updating of roles or steps in existing workflows
 - Modifying conditional rules
- Have the ability to accept and distribute content from third parties via feed technology (i.e., RSS, ATOM).
- Specify a release and expiry date for each topic and content item in the repository. When the release date arrives, the content management system shall publish the topic to the relevant destinations. At the expiry date, the content shall be automatically removed from the site and archived to a specific destination. Content owners shall be notified in advance of the expiry date to allow them to take appropriate actions *(if required)*.
- Have a highly configurable facility to send notifications, warnings and error messages via corporate email to specified users.



- Manage and catalog all Web site assets so that they can be repurposed and used in more than one location, topic, or page.
- Classify (or otherwise group) the files within the repository, making it easier for authors to find and manage the assets.
- Capture metadata when content is added.
- Search or browse for documents within the repository.
- Allow for version workflow of items within the repository.
- Restrict authors to use only content stored within the repository.
- Limit the size of uploaded content (no larger than a specified value, such as no more than 5 mg per document, no more than 20 mg per video, etc.).
- Define content lifespan, so when content expires, it is archived or removed from production.
- Alert users when content is nearing its lifespan expiration date for review.
- Scan/spider document repository to tag and identify documents not referenced within the Web site.
- Generate automatic "thumbnails" of images to allow them to be previewed before being used, or allow for the creation, design and upload of alternate thumbnails.
- Resize/resample or crop images.
- Convert common graphic formats.
- Support all major graphic types (psd, raw, gif, jpeg, tif, bmp, eps, png, etc.).
- Support for a wide range of multimedia video and audio formats, including, but not limited to, .mov, .mp3, .mp4, .wav, .wmv, .swf, .flv, .mpg, .aac, .avi, .m4v, .msf, etc.
- Tailor export capabilities for both general and publication use.

2.3.6 TEST AND DEVELOPMENT INFRASTRUCTURE REQUIREMENTS

The Contractor shall be responsible for provisioning a test and development infrastructure. The test infrastructure shall mirror the production site. The test and development infrastructure shall be managed and maintained by the Contractor and shall be hosted at the Contractor's data center/location.

2.3.7 OPTIONAL CONTINUATION OF OPERATIONS (COOP) SITE

The COOP infrastructure shall be at least 1200 miles from the primary Recovery 2.0 site.

2.4 GOVERNMENT FURNISHED SUPPLIES AND SERVICES

2.4.1 HOSTING AND DATABASE

The Government will:

- Leverage an existing hosting services contract for the production site, including power for all production servers/components, Gigabit and Ethernet network capabilities, Internet access, caching services, system backups, storage area networking services and cabling.
- Provide fully redundant local access to high-speed, wide-area network capabilities.

Edge Service Support

To minimize the demand on the infrastructure, the reporting solution must leverage caching technology. The goal is to avoid the need for building large processing and storage infrastructure to support Recovery.gov. The reporting engine must be able to cache dynamic. content using caching technology currently being used by Recovery.gov version 1.0.

2.4.2 DATABASE SERVICES

The Government prefers to leverage an existing database services provider to manage database maintenance, which includes replication, licensing, patching, database security, monitoring and overall database administration. In addition to these services, the Government will assure database capacity planning, configuration management, security and disaster recovery procedures.

The designated Database Administrator (DBA) shall manage and maintain all production databases and administer physical data storage, access and security in support of Recovery.gov databases. The designated Government DBA shall perform database backup and recovery, configure database parameters and prototype database designs against logical data models. The designated Government DBA shall optimize database access and allocate database resources for optimum configuration, database performance.

The Government would like to leverage existing database licensing and servers. These include: Oracle, Sybase, MySQL and MS SQL.

The Contractor has the option of proposing its own database software. If it does, the Contractor will be responsible for all aspects of database design, implementation and administration.

2.4.3 BACKUP SERVICES

The Government will provide a backup infrastructure that will be leveraged to backup all hardware components. This will require the installation of software agents on each host.

2.5 CONTRACTOR-FURNISHED SUPPLIES AND SERVICES

The Contractor shall provide the following in support of management for Recovery.gov 2.0:

2.5.1 DATABASE AND HOSTING SERVICES

- System administration support for all production servers.
- All hardware and software required for the production solution (excluding the database).
- A database administrator to assist with application specific tasks.
- Database and application server technical architecture services.
- Database application development support.
- Application programming services specific to the database.
- Security services for all hardware and software.
- Four ethernet interfaces per server.
- Servers provisioned with host bus adapters (HBAs), if applicable.
- Failover protection for this mission critical application.
- 24x7 operation with no single point of failure.
- Firewalls for the Primary and the COOP site (i.e., PIX ASA).
- Devices capable of terminating VPN tunnels to the FederalReporting.gov site.
- Geographic load balancing between primary site and the COOP site.
- Load balancers (i.e., F5 Load Balancers).
- Layer 3 switches.
- Intrusion Detection Services.
- Provide automated load-balancing / fail-over support for production processing of Recovery.gov version 2.0.
- VPN Tunnels for database replication.

2.5.2 XML FIREWALL

- Provide XML proxy with carrier-grade features that can parse, filter, validate schema, decrypt, verify signatures, access-control, transform, sign and encrypt XML message flows.
- Provide a security-enforcement point for XML and Web-services transactions, including encryption, firewall filtering, digital signatures, schema validation, WS-Security, WS-Policy, XML access control and XPath.
- Provide comprehensive Web-services standard (WS-*) support, including full support for Security Assertion Markup Language (SAML), the standards-based solution for federated identity management and Web-services access control.
- Security context, the credentials and the subsequent audit information to be bound to the transaction request.

2.5.3 DATA WAREHOUSE

- Provide plans for data cubing services.
- Segment, predict and analyze large amounts of data, while in the database, to deliver analytics in real time.

- Support data compression to reduce storage.
- Store standard XML data into your data warehouse.
- Query XML data in its native format.
- Compress XML data to save on storage costs and improve performance.
- Improve performance when managing XML records.
- Provide data mining wizards enabling a broader audience of users.
- Provide workload management through a graphical user interface.

2.5.4 METADATA REPOSITORY

The Contractor shall use a single metadata repository to describe all of the data stores, servers, processes and reports. A single repository provides consistency in the definition of what those data sources are, how to connect to them and defining them in business terms regardless of where they will be used. A single repository simplifies administration and maintenance because things are described only once and in one place.

2.5.5 OPERATIONS AND MAINTENANCE SERVICES

The Contractor shall support the system throughout its life cycle. This applies to CLINs 010, 020, 030 and 040 and their sub-CLINs.

2.5.6 INFORMATION ASSURANCE

The Contractor shall provide a solution that ensures an appropriate level of security throughout all services and systems provided under this contract. The Contractor shall design and implement adequate security controls commensurate with current and future RATB requirements, as well as the following policy, standards, guidelines and procedures.

As required by law, the Contractor shall obtain and maintain certification and accreditation (C&A) of the entire solution and all other systems or services delivered under this contract. This includes, but is not limited to, ensuring all system assets are physically and logically secure in accordance with the aforementioned policy, standards, guidelines and procedures. The Contractor shall obtain and maintain C&A, providing appropriate security compliance documentation and detailing any necessary coordination with the Government during the C&A process. Furthermore, the Contractor is responsible for submitting to the Government when requested all relevant actions, activities, documents and artifacts regarding C&A for this system and any subsystem components.

Achieving and maintaining timely compliance with information security laws, policy, regulations, standards and guidance is imperative for an effective information security program. This includes, but is not necessarily limited to:

- Office of Management and Budget (OMB)
- Government Accountability Office (GAO)
- Federal Chief Information Officer (CIO) Council
- General Services Administration (GSA) Policies, Standards, Guidelines and Procedures
- RATB Policies, Standards, Guidelines and Procedures
- National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS)
- NIST Special Publications 800 Series
- Information Technology Laboratory (ITL) Bulletin and NIST Internal Reports (NISTIRs)
- Presidential Decision Directive 63 (PDD-63), Executive Order 13231 (EO 13231) and Federal Preparedness Circular 65 (FPC-65), relating to critical infrastructure protection (CIP)
- The Federal Information Security Management Act (FISMA) of 2002
- Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources
- Information Technology Management Reform Act of 1996 (Clinger-Cohen Act)
- OMB Memorandum M-08-05, Implementation of Trusted Internet Connections (TIC)
- Homeland Security Presidential Directive 12 (HSPD-12). Further information on HSPD-12 requirements may be directed through the HSPD-12 coordinator, Rosemary.Olsen @ 703-605-9124. Her e-mail address is Rosemary.Olsen@gsa.gov
- NIST specifies the following key activities as necessary for building and maintaining an effective information security program as well as providing additional supporting documentation:
 - Security Planning
 - NIST Special Publication (SP) 800-100, Information Security Handbook, A Guide for Managers
 - Federal Information Processing Standard (FIPS) Publication (PUB) 199, Standards for Security Categorization of Federal Information and Information Systems
 - FIPS PUB 200, Minimum Security Requirements for Federal Information and Information Systems

- NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems
- Capital Planning
 - NIST SP 800-65, Integrating IT Security into the Capital Planning and Investment Control Process
- Awareness and Training
 - NIST SP 800-50, Building an Information Technology Security Awareness and Training Program
- Information Security Governance
 - NIST SP 800-100, Information Security Handbook, A Guide for Managers
- System Development Life Cycle
 - NIST SP 800-64, Security Considerations in the Information System Development Life Cycle
 - Security Products and Acquisition
 - NIST SP 800-35, Guide to Information Technology Security Services
 - NIST SP 800-36, Guide to Selecting Information Technology Security Products
 - Risk Management
 - NIST SP 800-30, Risk Management Guide for Information Technology Systems
 - Certification, Accreditation and Security Assessments
 - NIST SP 800-37, Guide for the Security Certification and Accreditation of Federal Information Systems
 - o Configuration Management
 - NIST SP 800-53, Recommended Security Controls for Federal Information Systems
 - o Incident Response
 - NIST SP 800-61, Computer Security Incident Handling Guide
 - Contingency Planning
 - NIST SP 800-34, Contingency Planning for IT Systems
 - Performance Measures
 - NIST SP 800-55, Security Metrics Guide for Information Technology Systems

All of these references can be found at the following Web site: http://csrc.nist.gov/publications/PubsSPs.html

In addition, the Contractor shall meet or exceed the following specific RATB security objectives:

- Implement security controls throughout this solution as well as all other systems or services delivered under this contract that are sufficient to meet or exceed all RATB, NIST, OMB and other Federal Government Information Assurance mandates as specified within this part.
- Provide network access control to prevent unauthorized equipment and users from connecting to the network.
- Perform change management functions, such as testing all new releases and changes to the operational environment before deploying.

2.5.7 PROGRAM MANAGEMENT

The Contractor shall provide proactive and responsive program management support through the use of effective, efficient and interactive management tools.

When requested by the Government, the Contractor shall provide briefings to the Government is on the program anytime during the project.

Contractor Key Personnel are as follows:



2.5.8 VISIBILITY AND COMMUNICATION

The Contractor shall provide virtual real-time visibility into all systems, processes, services and data to ensure the quality of services delivered while maintaining clear and consistent communication with the Government. Irrespective of any C&A process, the Government retains the right to perform independent assessments of objects (specifications, mechanisms, activities and individuals) within systems and services provided by the Contractor. Specifications are document-based artifacts (e.g., policies, procedures, plans, system security requirements, functional specifications and architectural designs) associated with the information system. Mechanisms are the specific hardware, software, or firmware safeguards and countermeasures employed within an information system. Activities are the specific protection-related pursuits or actions supporting an information system that involve individuals. Individuals, or groups of

individuals, are people applying the specifications, mechanisms, or activities described above. The government may use a number of assessment methods including, but not limited to, examinations, interviews and tests of the aforementioned assessment objects. Additionally, assessment attributes, such as depth and coverage, will be determined by the Government according to risk factors associated with the information requiring protection.

Contractor shall provide direct communication with appropriate support specialists in a timely manner to assist in resolution of all program management system problems.

2.5.9 WARRANTY

The Contractor shall indicate in their proposal the warranty period of the hardware and license period for the software. The Contractor shall also include extended warranties and/or software license extension fees to maintain these components throughout the life of the system.

2.5.10 SUPPORT

The Contractor shall anticipate that the hosting environment will provide support for the physical and electrical support of the system.

2.5.11 BRIEFINGS

The Contractor shall provide briefings to the Government on the program. During the development phase of the project, the frequency of these briefings shall be at least twice per month. The scope of these briefings shall be the progress and status of the project, as well as schedule.

2.5.12 DAILY CALLS

The Contractor shall participate in daily calls with the Government during the development phase. The scope of these calls shall verify that information is flowing in both directions and that issues are tracked and corrected.

2.5.13 WEEKLY MEETINGS

The Contractor shall participate in informal weekly meetings with the Government to verify communications.

2.5.14 QUESTIONS FROM AGENCIES

Because the Web site discloses information provided by various agencies and because various agency stakeholders will use the Web site, it is anticipated that Federal and State agencies may have questions regarding the functionality of the site. The Contractor shall provide tools and techniques to track and answer questions from Federal and State agencies.

2.5.15 QUESTIONS FROM PUBLIC

The Contractor shall provide technology to receive questions and comments regarding the Recovery.gov Web site. The Contractor shall identify how they will give appropriate government personnel access to this tracking system in order to answer these questions. The Contractor shall also describe how they will interface with the Recovery.gov call center to receive appropriate questions for publication on the site.

2.5.16 FACILITY FOR ENHANCEMENTS AND NEW REQUIREMENTS

The dynamic and collaborative environment fostered by the new administration is leading to a renewed engagement by the public in their government. Public expectations of openness and transparency, coupled with explosive advances in technology and multichannel communications mean that standard that may have fully met the public's expectations yesterday, may fall well short tomorrow. To meet the President's expectations for interactive government, the Contractor shall provide the Government a process to add functionality to meet new paradigms, as they are defined. The Contractor shall include pricing for optional enhancements to the site, or oversights in the original specifications of the site as requested under CLINs 050, 060 and 070.

2.5.17 CHANGE MANAGEMENT

The Contractor shall provide change-management tools and processes.

2.5.18 SERVICE LEVEL AGREEMENT (SLA)

The Contractor shall provide an SLA equivalent to that offered for similar commercial Web sites.

3.0 TERMS, CONDITIONS AND REFERENCE

3.1 APPLICABLE DOCUMENTS AND RESOURCES

The following documents, in their current versions and any subsequent revisions, are applicable to the performance of the requirements stated. It is the Contractor's responsibility to obtain and use the latest revision of the documents specified in this section:

- Current Recovery.gov version 1.0 site: <u>www.recovery.gov</u>
- ARRA Legislation (full text) <u>http://www.whitehouse.gov/the_press_office/ARRA_public_review/</u>
- Section 508 guidance: <u>www.section508.gov</u>.

Reference sites (sites that provide functionality and features similar to those desired for the redesign):

- <u>USASpending.gov</u> initial model for providing government spending data to the public
- CDC noteworthy for clear navigation and organization of information both for general public consumption and technical information for specialists; <u>http://www.cdc.gov/</u>
- NY City Stat Site <u>http://www.nyc.gov/html/ops/nycstim/html/home/home.shtml</u>
- Maryland noteworthy for mapping capabilities http://statestat.maryland.gov/recovery.asp
- New York Times noteworthy for organization and volume of information presented on the home page in a clean and readable format: <u>http://www.nytimes.com/</u>

Other sites of interest:

- Content: News sites (www.nytimes.com, www.wsj.com)
- Data Driven sites: <u>https://www.schwab.com</u>
- BM alphaWorks Many Eyes: http://manyeyes.alphaworks.ibm.com/manyeyes/
- New York Times implementation of Many Eyes: http://vizlab.nytimes.com/
- Interactive Graphic from New York Times http://www.nytimes.com/interactive/2008/05/03/business/20080403_SPENDING_GRAP HIC.html?ex=1210824000&en=1bcd452460b344f4&ei=5070&emc=eta3
- Information Graphics samples, Washington Post: http://www.washingtonpost.com/wpdyn/content/graphic/2007/03/23/GR2007032301446.html
- http://www.washingtonpost.com/wp-srv/metro/forcedout/map/
- http://www.washingtonpost.com/wp-srv/nation/interactives/farmaid/oct/index.html
- Information Graphics sample, Edward Tufte: http://www.edwardtufte.com/tufte/minard
- Interactive Visualization: http://www.portlandmonthlymag.com/realestate/articles/neighborhoods-by-the-numbers/
- Interactive Timeline: http://www.portlandspaces.net/history
- Mapping using ESRI Map data: http://manyeyes.alphaworks.ibm.com/manyeyes/visualizations/impact-of-stimulus-taxprovisions-on

- AP economic stress index map: http://hosted.ap.org/dynamic/files/specials/interactives/_national/stress_index/index.html ?SITE=YAHOO&SECTION=HOME
- Reuters spotlight; content delivery through standards based consumer XML APIs: http://spotlight.reuters.com/ content annotated with rich semantic metadata.
- Data visualization (graph, table, map): www.swivel.com
- Prefuse visualization kit: <u>http://prefuse.org/</u>

3.2 DELIVERABLES SCHEDULE

The deliverables schedule follows an iterative design process that allows government review at key stages of the project. Government review is defined as evaluation of the project to ensure that the design is on track to satisfy the requirements of the SOW. Each review period may include refinement of the product and meeting of target benchmarks set by the Government. Contractor shall provide exact digital copies of all custom-developed artifacts, including custom-code, configurations, etc. The Government shall own unlimited rights to the provided artifacts and all custom source code.

Note: Dates may change based on the Government's ability to provide the required infrastructure for site deployment. Contractor must be flexible to accommodate schedule adjustments.

Description	Due Date	Government Review
1) Project plan with milestones, deliverables and work breakdown structures	7 days after award, updated as needed	Yes
2) DEV/TEST Environment ready	10 days after award	
 Requirements/User Needs Analysis (determine audience, develop user groups/scenarios, goals, technical requirements) 	14 days after award	Yes
 4) Conceptual Design (use cases, task analysis, information architecture/sitemap, user experience/interaction design approach/methodologies) 	21 days after award	Yes, after conceptual design and sitemap defined

5) 1 st mockup with diverse alternatives (visual representations and interactive prototypes, user testing, focus groups)	Contractor proposed and mutually agreed to	Yes
6) 2 nd mockups (variation on a theme, selection for production) Project schedule with critical path	Contractor proposed and mutually agreed to	Yes
 7) Final Layout/Production (final text & graphic content, code; quality assurance, user testing, field testing) 	Contractor proposed and mutually agreed to	Yes
8) Quality Assurance reports (final QA testing just before launch)	Contractor proposed and mutually agreed to	Yes
9) Documentation & Training (of custom code & 3 rd party products; additional documents created throughout the development process)	Contractor proposed and mutually agreed to	Yes
10) Launch (all design and code deployed); Provide government with exact digital copies of all artifacts, configurations, custom-code	27-Aug-09	Yes
11) Featured content, graphics (providing on-going info graphics, special content, new code/site features) provide Government with exact digital copies of all artifacts, configurations, custom-code	On-going, as mutually agreed	Yes
12) Status report (for all phases and option periods)	Weekly	N/A
13) Strategic plan	Six months after award.	Yes
14) Solution Architecture document	Six months after award.	Yes
Contractor Proposed Deliverables:		Yes
		1996-00

23



3.3 ACCEPTABLE MEDIA FOR REQUIREMENTS

Specific criteria for acceptance for contract deliverables will be as follows: Reports, lists and recommendations will be submitted in Microsoft Word, Excel, PowerPoint, video and other format as appropriate. Deliverables will be submitted via email and in hard copy *(five copies)* as appropriate. Page templates and mockups will be delivered electronically and/or in browsable Web pages as required for the phases of the project.

3.4 TYPE OF CONTRACT

This task order is a hybrid of Firm Fixed Price, Fixed Price Level of Effort and Time and Materials. See the CLIN breakout identified in section 4.4.4 of this document for applicable contract types by CLIN.

3.5 STANDARDS AND FORMATTING

All deliverables must meet professional standards and the requirements set forth in contractual documentation. The Contractor shall be responsible for delivering all items specified.

 Completed Final Designs – Final designs developed and delivered to the Government. The Contractor shall validate all HTML for conformance with the World Wide Web Consortium (W3C) recommendations, Section 508 requirements and WCAG 1.0 guidelines (minimally satisfying priority 1 and 2 checkpoints). All graphics files shall be delivered in a format defined in the HTML (e.g., gif, jpeg) as well as in the original graphic software file format (e.g., Photoshop and Illustrator). All fonts used shall be documented and provided as well. Including the Web color palette used in the new design, banner, etc.; templates and style sheets used.

3.6 PERIOD OF PERFORMANCE

The base period of performance for this task order (CLIN 001) shall begin upon date of contract award through January 31, 2010. Optional periods of performance associated with other CLINS may be exercised, thus extending the period of performance of this task order.

3.7 PLACE OF PERFORMANCE

Equipment and software will be collocated (DEV/TEST) at the vendor's site, (Optional COOP) at vendor's site and (PROD) in Sterling, Virginia and Chicago, Illinois. Physical and logical access at PROD will be provided by the Government.

Note: Travel expenses shall be delineated in the price proposal as part of each CLIN proposed.

3.8 PRIVACY AND SECURITY

This project is unclassified and no security clearances are required. However, the Contractor shall comply with the General Services Administration (GSA) administrative, physical and technical security controls to ensure all of the Government's security requirements are met. In addition, all Contractor personnel must adhere to the GSA Public Buildings Rules and Regulations.

3.9 PROTECTION OF INFORMATION

For Official Use Only. All Government information, data and/or equipment used by the Contractor in performance of this contract shall only be disclosed to authorized personnel on a Need-To-Know basis. The Contractor shall ensure that appropriate administrative, technical and physical safeguards are established to ensure the security and confidentiality of this information, data and/or equipment is properly protected. When no longer required, this information, data and/or equipment shall be returned to government control, destroyed, or held

until otherwise directed. Destruction of items shall be accomplished by tearing into small parts, burning, shredding, or any other method that precludes the reconstruction of the material. All sensitive information contained on Contractor computers shall be either degaussed or shall use the Department of Defense method of a three time overwrite of the sensitive data.

3.10 INSPECTION AND ACCEPTANCE

In the absence of other agreements negotiated with respect to time provided for government review, deliverables shall be inspected and the Contractor notified of the Government's findings within 5 workdays after receipt of a deliverable. If the Government does not respond to the deliverable within the five (5) workday period the deliverable shall be deemed to be acceptable. The Project Manager and the Contractor shall meet on a monthly basis to review performance and inspect work for compliance with the SOW and the contract and all modifications thereto.

3.11 PROCEDURES FOR PAYMENT

Invoices can be sent via email to invoices@ratb.gov OR mailed to:

Recovery Accountability and Transparency Board

Attention: Assistant Director Finance and Budget

1717 Pennsylvania Avenue Suite 700

Washington DC 20006

3.12 ORGANIZATIONAL CONFLICT OF INTEREST

The Contractor's attention is directed to FAR Subpart 9.5, Organizational Conflicts of Interest.

3.13 SECTION 508 REQUIREMENTS

All electronic and information technology *(EIT)* procured through this Contract must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR implements Section 508 of the Rehabilitation Act of 1973, as amended and is viewable at <u>http://www.access-board.gov</u>.

The Contractor shall indicate for each line item in the schedule whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR 1194. Further, the proposal must indicate where full details of compliance can be found (e.g., Contractor Web site or other exact locations).

3.14 CLAUSE IMPLEMENTATION

The resultant contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full

text available. Also, the full text of a clause may be accessed electronically at this/these address(*s*): <u>http://www.arnet.gov/far/index.html</u>

52.216-31 T&M/Labor Hour Proposal Requirements—Commercial Item Acquisition with Adequate Price Competition (applies only to Time and Material CLINs)

52.217-09 -- Option to Extend the Term of the Contract.

52.212-1 Instructions to Contractors—Commercial Items. (see solicitation for specific instructions)

52.212-2 Evaluation—Commercial Items. (see solicitation for specific evaluation guidance)

52.212-4 Contract Terms and Conditions—Commercial Items. (for all non Time and Material CLINs)

52.212-4 Contract Terms and Conditions—Commercial Items. Alternate I (for all Time and Material CLINs)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive

Orders—Commercial Items (May 2009) Alternate II

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

- ___Alternate I (Aug 2007) of <u>52.222-50</u> (<u>22 U.S.C. 7104(g)</u>).
- (2) <u>52.233-3</u>, Protest After Award (AUG 1996) (<u>31 U.S.C. 3553</u>).
- (3) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (3) <u>52.203-15</u>, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5).
 (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ✓ (4) <u>52.204-11</u>, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: Not applicable.

(d) **Comptroller General Examination of Record**. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold and does not contain the clause at <u>52.215-2</u>, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (<u>5 U.S.C. App.</u>), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to,

- and involve transactions relating to, this contract; and
- (ii) Interview any officer or employee regarding such transactions.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR <u>Subpart 4.7</u>, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause

or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) **Paragraph (d) of this clause**. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1)*. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (<u>41 U.S.C. 251 note</u>)).

(B) <u>52.203-15</u>, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (May 2009) (Section 1553 of Pub. L. 111-5).

(C) <u>52.219-8</u>, Utilization of Small Business Concerns (May 2004) (<u>15 U.S.C.</u> <u>637(d)(2) and (3)</u>), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.

(D) <u>52.222-26</u>, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) <u>52.222-35</u>, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (<u>38 U.S.C. 4212</u>).

(F) <u>52.222-36</u>, Affirmative Action for Workers with Disabilities (June 1998) (<u>29</u> <u>U.S.C. 793</u>).

(G) <u>52.222-39</u>, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(H) <u>52.222-41</u>, Service Contract Act of 1965 (Nov 2007) (<u>41 U.S.C. 351</u>, *et seq*.).

(I) <u>52.222-50</u>, Combating Trafficking in Persons (Feb 2009) (<u>22 U.S.C. 7104(g)</u>).

(J) <u>52.222-51</u>, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (<u>41 U.S.C. 351</u>, *et seq*.).

(K) <u>52.222-53</u>, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (<u>41 U.S.C. 351</u>, *et seq*.).

(L) 52.222-54, Employment Eligibility Verification (Jan 2009).

(M) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.

(N) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

The Government assumes unlimited rights to data and software provided or produced in performance of this task order. Contractors are required to fill in the following clause and submit this as part of your proposal:

52.227-15 Representation of Limited Rights Data and Restricted Computer Software.

REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE

(DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at <u>52.227-14</u>, Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at <u>52.227-16</u>, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at <u>52.227-14</u> included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the Contractor represents that it has reviewed the requirements for the delivery of technical data or computer software and states [Contractor check appropriate block]—

[] (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

[] (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the Contractor's response is not determinative of the status of the data should a contract be awarded to the Contractor.

(End of provision)

Continuity of Services. The Contractor recognizes that the services under this task order are considered vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

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

The Government may require continued performance of any services within the limits and at the rates specified in the task order. 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 10 days of the expiration of the option.

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).

Enabling Clause Between Prime Contracts and Service Contracts

The contractor is expected to take innovative approaches to deliver great user experiences. In the performance of this contract, the Contractor will be required to work within the framework of an Integrated Project Team involving a combination of contractors and federal workforce staff. The Board may contract with geospatial and API developers (the "Partnership") during the lifecycle of this project that may require joint participation in the accomplishment of the Government's requirement. In support of this Partnership, the Contractor shall enter into separate non-disclosure agreements. The agreements shall form the basis for sharing information, data, technical knowledge, expertise, resources or any combination thereof, essential to the integration of the Recovery.gov project, which shall ensure the greatest degree of cooperation for the development of the project to meet the terms of the contract.

4.0 Contract Line Item (CLIN) Structure:

CLIN 001: Development and Implementation – Firm Fixed Price – Date of Award through January 31, 2010.

CLIN 001a: Travel associated with CLIN 001 – Reimbursed based on actuals – all travel must be pre-approved by the Contracting Officer's Technical Representative (COTR) and conducted in accordance with the Federal Travel Regulations.

CLIN 001b: Ancillary Support Items associated with CLIN 001 - Reimbursed based on actuals.

CLIN 010: OPTIONAL: Operations and Maintenance – Fixed Price Level of Effort – Period of Performance is one year from the end of CLIN 001.

This CLIN shall include all labor required to perform ongoing system refinement and maintenance.

CLIN 010a: Travel associated with CLIN 010 – Reimbursed based on actuals – all travel must be pre-approved by the COTR and conducted in accordance with the Federal Travel Regulations.

CLIN 010b: Ancillary Support Items associated with CLIN 010 - Reimbursed based on actuals – all purchases of ancillary support items must be pre-approved by the contracting officer.

CLIN 020: OPTIONAL: Operations and Maintenance – Fixed Price Level of Effort – Period of Performance is one year from the end of CLIN 010.

This CLIN shall include all labor required to perform ongoing system refinement and maintenance.

CLIN 020a: Travel associated with CLIN 020 – Reimbursed based on actuals – all travel must be pre-approved by the COTR and conducted in accordance with the Federal Travel Regulations.

CLIN 020b: Ancillary Support Items associated with CLIN 020 - Reimbursed based on actuals – all purchases of ancillary support items must be pre-approved by the contracting officer.

CLIN 030: OPTIONAL: Operations and Maintenance – Fixed Price Level of Effort – Period of Performance is one year from the end of CLIN 020.

This CLIN shall include all labor required to perform ongoing system refinement and maintenance.

CLIN 030a: Travel associated with CLIN 030 – Reimbursed based on actuals – all travel must be pre-approved by the COTR and conducted in accordance with the Federal Travel Regulations.

CLIN 030b: Ancillary Support Items associated with CLIN 030 - Reimbursed based on actuals – all purchases of ancillary support items must be pre-approved by the contracting officer.

CLIN 040: OPTIONAL: Operations and Maintenance – Fixed Price Level of Effort – Period of Performance is one year from the end of CLIN 030.

This CLIN shall include all labor required to perform ongoing system refinement and maintenance.

CLIN 040a: Travel associated with CLIN 040 – Reimbursed based on actuals – all travel must be pre-approved by the COTR and conducted in accordance with the Federal Travel Regulations.

CLIN 040b: Ancillary Support Items associated with CLIN 040 - Reimbursed based on actuals – all purchases of ancillary support items must be pre-approved by the contracting officer.

CLIN 050: OPTIONAL: System Improvement and Enhancement – Time and Materials – Period of Performance is one year from date exercised.

This CLIN shall include all labor and anticipated supplies required to perform minor system improvements and enhancements above and beyond the operations and maintenance function. No more than 5,000 total labor hours shall be provided for this CLIN. Please comply with FAR 52.216-31 for this CLIN.

CLIN 050a: Travel associated with CLIN 050 – Reimbursed based on actuals – all travel must be pre-approved by the COTR and conducted in accordance with the Federal Travel Regulations.

CLIN 050b: Ancillary Support Items associated with CLIN 050 - Reimbursed based on actuals – all purchases of ancillary support items must be pre-approved by the contracting officer.

CLIN 060: OPTIONAL: System Improvement and Enhancement – Time and Materials – Period of Performance is one year from date exercised.

This CLIN shall include all labor and anticipated supplies required to perform minor system improvements and enhancements above and beyond the operations and maintenance function. No more than 5,000 total labor hours shall be provided for this CLIN. Please comply with FAR 52.216-31 for this CLIN.

CLIN 060a: Travel associated with CLIN 060 – Reimbursed based on actuals – all travel must be pre-approved by the COTR and conducted in accordance with the Federal Travel Regulations.

CLIN 060b: Ancillary Support Items associated with CLIN 060 - Reimbursed based on actuals – all purchases of ancillary support items must be pre-approved by the contracting officer.

CLIN 070: OPTIONAL: System Improvement and Enhancement – Time and Materials – Period of Performance is one year from date exercised.

This CLIN shall include all labor and anticipated supplies required to perform minor system improvements and enhancements above and beyond the operations and maintenance function. No more than 5,000 total labor hours shall be provided for this CLIN. Please comply with FAR 52.216-31 for this CLIN.

CLIN 070a: Travel associated with CLIN 070 – Reimbursed based on actuals – all travel must be pre-approved by the COTR and conducted in accordance with the Federal Travel Regulations.

CLIN 070b: Ancillary Support Items associated with CLIN 070 - Reimbursed based on actuals – all purchases of ancillary support items must be pre-approved by the contracting officer.

CLIN 080: OPTIONAL: Optional Continuation of Operations (COOP) Site – Firm Fixed Price – Pricing for this option shall be good for 3 months from Date of Award. The Government reserves the right to exercise this option, if the option is not exercised within 3 months.

Option pricing shall include, in a tabular format, at a minimum, the detailed labor categories, hourly rates and number of hours for the labor contract portion of the contract. Any and all 3rd party supplies or equipment required to perform the work for these option periods shall be identified and included.

CLIN 080a: Travel associated with CLIN 080 – Reimbursed based on actuals – all travel must be pre-approved by the COTR and conducted in accordance with the Federal Travel Regulations.

CLIN 080b: Ancillary Support Items associated with CLIN 080 - Reimbursed based on actuals.

5.0 Service Level Agreement

1.0 PROPOSED SERVICE LEVEL AGREEMENT

Team Smartronix has designed the solution architecture to be redundant and fault tolerant. There are no single points of failure in the proposed architecture. All hardware components are covered by extended warranties and have the highest available replacement times offered by the respective vendors.

This attachment outlines a proposed SLA plan that will meet or exceed the requirement of the Statement of Objectives (SOW) for an "SLA equivalent to that offered for similar commercial Web sites." The objective of the SLA is to ensure greater than 99.9% service availability.

1.1 SUPPORTED HARDWARE AND SOFTWARE

The following Team Smartronix provided hardware components have extended warranties and the highest available replacement times offered (24x7 with a four-hour replacement window):

- All server hardware
- SAN infrastructure
- Routers/switches
- Load balancers
- Firewalls

There are no proposed software components that require any warranties.

1.2 PREVENTATIVE MAINTENANCE AND SCHEDULED UNAVAILABILITY

Team Smartronix will not perform any maintenance or schedule unavailability without the expressed consent of the Government. The current solution is designed to be maintained and updated without requiring any planned downtime. If any exceptions occur, the downtime will be minimized and pre-scheduled with the Government.

1.3 NON-SCHEDULED DOWNTIME

In the unforeseen event of unscheduled downtime, Team Smartronix, upon notification of the event, will escalate a Tier 1 recovery plan and respond within four hours with a formal plan to cure.

1.4 SECURITY

Team Smartronix will routinely apply security and IAVA related patches. The solution is designed to enable the application of these patches without requiring downtime.

1.5 BACKUP AND RECOVERY

Recovery Point Objectives and Recovery Time Objectives will be mutually agreed upon to meet the Government's Acceptable Level of Performance (ALP).

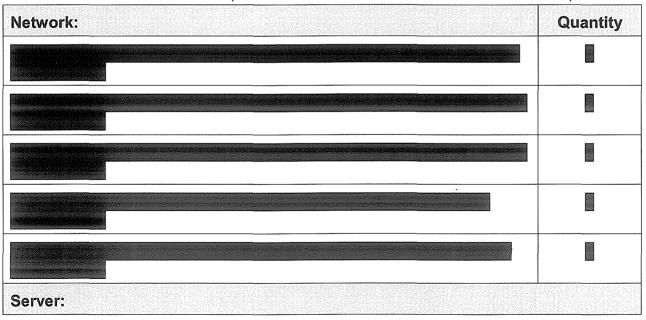
1.6 ISSUE ESCALATION

Recovery Point Objectives and Recovery Time Objectives will be mutually agreed upon to meet the Government's ALP.

1.7 TERMS AND CONDITIONS

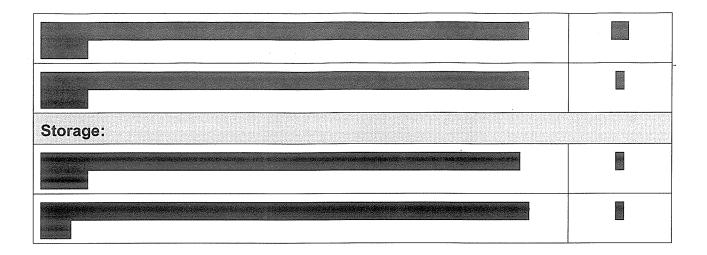
Terms and Conditions may be reviewed annually and will renew automatically if no changes are made.

6.0 Warranty



1.0 WARRANTY AGREEMENT (PRODUCTION AND MIRRORED COOP QUANTITIES)

RECOVERY.GOV



There are no software warranties required.