STATEMENT OF WORK

UNINTERRUPTIBLE POWER SUPPLY (UPS) MAINTENANCE

1.0 GENERAL: The Contractor shall provide preventive and remedial maintenance services on all UPS units listed in Paragraph 8.0, EQUIPMENT TO BE MAINTAINED. These units are located at the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Mount Weather Emergency Operations Center (MWEOC), 19844 Blue Ridge Mountain Road, Mt. Weather, VA 20135-2006.

1.1 Changes During the Contract Term: If any of the UPS units covered by this contract are taken out of service or otherwise removed during the term of the contract, the associated cost shall be deducted from the overall contract cost accordingly. Also, new UPS units may be added during the term of the contract at a mutually agreeable additional cost. These changes will be executed through an appropriate Contract modification.

1.2 The Contractor must provide service technicians that are factory-certified to perform service on the majority of the listed UPS systems. The Contractor must also have direct access to factory technical support to assist with any required remedial maintenance on those systems.

1.3 Maintenance Limitations: Due to the variety of UPS equipment manufacturers included in this contract, it is understood that full maintenance services may not be available for all of the equipment from one contractor. If there are any such limitations, they should be listed in detail in the Contractor's proposal.

2.0 SECURITY REQUIREMENTS: Reference the paragraphs titled "SECURITY REQUIREMENTS" in the RFP. Contractor service personnel must comply with MWEOC security regulations/requirements. The Contractor is required to become familiar with and abide by information provided to them after contract award concerning specifications for working in CLASSIFIED areas. Such information may deal with security regulations, temporary facilities and controls, and any associated work restrictions. An active DSS TOP SECRET facility clearance is required of the Contractor and any Subcontractors; individual TOP SECRET clearances are required for all staff performing work at MWEOC facility. Contractor personnel must comply with MWEOC security regulations/requirements, as well as CFR 44, PART 15; CONDUCT AT THE MT. WEATHER EMERGENCY ASSISTANCE CENTER AND AT THE NATIONAL EMERGENCY TRAINING CENTER. The contractor is required to become familiar with and abide by information provided to them after contract award concerning specifications for working in CLASSIFIED areas. Such information may deal with security regulations, temporary facilities and controls, and any associated work restrictions. Any necessary security clearances shall be obtained prior to commencement of work. A DD Form 254 will apply and be issued under this contract.

2.1 Some of the UPS units to be maintained under this contract are located in classified areas that require a TOP SECRET security clearance to access. Such access will be only to perform the services required in this SOW. The Contractor shall allow approximately 30 calendar days from submittal of approved DD254 access forms for approval by the U.S. Government to allow personnel with active TOP SECRET clearances access to classified areas at the MWEOC facility.

2.2 Contractor personnel should anticipate up to one additional hour per visit to the facility for vehicle inspection and access to the equipment to be serviced. Due to specific mission requirements and special programs inherent in the nature of TOP SECRET restricted areas, the U.S. Government may direct the Contractor to leave restricted areas at any given time. The Contractor shall notify the

Contracting Officer immediately upon interruption of service or stoppage of work under this contract.

2.3 The Contractor must have an adequate number of service personnel with appropriate security clearance to support the remedial maintenance requirements of this contract. As a minimum, the contractor shall have at least three (3) factory-certified technicians with an active TOP SECRET clearance at the time of contract award.

3.0 PREVENTIVE MAINTENANCE: All UPS equipment and associated batteries shall be kept in good operating condition and shall be maintained in accordance with the Original Equipment Manufacturers (OEM) maintenance specifications and schedules.

3.1 All preventive maintenance shall be scheduled at least 14 calendar days in advance with the COR and shall be performed during the hours of 7:00 A.M. - 4:30 P.M. Monday through Friday, excluding federal holidays.

3.2 Preventive Maintenance Report: A preventive maintenance report shall be furnished to the COR upon completion of each preventive maintenance call. The reports that are created from Preventative Maintenance shall only reference the unit number assigned to the equipment and not reference any location or owner. No classified information shall be on the maintenance report as per the Mt. Weather SCG (Security Classification Guide) The report shall include:

a. Unit #/Model of Unit shall be the only identifier of equipment on report.
b. Date of scheduled maintenance
c. Date and time of arrival
d. Hours/Employee Numbers of personnel performing maintenance
e. Listing of parts replaced or repaired

3.3 Preventive Maintenance Materials: The cost of consumable materials normally used during preventive maintenance, such as air filters, link grease, distilled water, etc. shall be included in the preventive maintenance unit price.

3.4 Accommodations: For preventive maintenance visits that require more than one day, accommodations for Contractor maintenance personnel may be available in Government dormitories at no cost. If desired, they must be requested when Preventive Maintenance is scheduled and are subject to availability.

4.0 REMEDIAL MAINTENANCE: Contractor shall maintain a 24 hour per day, seven day per week telephone contact or employ an answering service for notification by the Government of the need for remedial maintenance. The Contractor shall provide the COR with the designated point of contact and the telephone number for the purpose of notification when the need for remedial maintenance arises. Reimbursement for remedial maintenance shall be in accordance with the hourly rates identified in the cost proposal. The cost of parts will be a cost reimbursable line item, and the contractor shall provide copies of receipts/documentation with their invoices. Only new OEM parts or parts of equal quality shall be used during all maintenance activities.

4.1 Remedial Maintenance Report: A remedial maintenance report shall be furnished to the COR upon completion of each remedial maintenance visit. The reports that are created from Remedial Maintenance shall only reference the unit number assigned to the equipment and not reference any location or owner. No classified information shall be on the maintenance report as per the Mt. Weather SCG (Security Classification Guide). The report shall include:

a. Unit #/Model of Unit shall be the only identifier of equipment on report.
b. Date and time the Contractor was notified by the Government
c. Date and time of arrival
d. Hours/Employee Numbers of personnel performing maintenance
e. Description of maintenance performed
f. Listing of parts replaced or repaired.

4.2 Response Time: Upon notification that equipment is inoperative, during normal working hours a four-hour response is required. After hours, a best effort basis not to exceed 24 hours is expected. Except for causes beyond the control of the Contractor, if maintenance personnel fail to arrive at the facility within the appropriate response period, the Contractor shall grant a credit to the Government equivalent to one-half hour for each hour in excess of the required response time (fractional hours will be rounded to the nearest half hour). For example, if the Contractor's maintenance personnel arrived 6 hours after notification and spent 4 hours providing remedial maintenance, the Government would receive a 1 hour credit which would reduce the billed maintenance to 3 hours.

4.3 Diagnostic Errors: The Contractor shall be responsible for the costs of services and parts charged to the Government for remedial maintenance calls when the Contractor incorrectly diagnoses the malfunction as not pertaining to equipment maintained by the Contractor and such malfunction, in fact, pertained to a Contractor-maintained equipment. However, the Government will make equitable payment to the contractor when the Contractor is required to make a remedial maintenance call and no service is needed to be performed.

5.0 MAINTENANCE FACILITIES: The Contractor shall be responsible for storing spare parts required for the use of the Contractor's maintenance personnel since the Government does not have space available for the storage of said parts. The Government will provide adequate working space, including heat, telephone for local calls, light, ventilation, electric current, and power outlets for the use of the Contractor's maintenance personnel. The facilities will be provided at no charge to the Contractor. The MWEOC facility will be occupied during maintenance operations and must remain operational and accessible throughout the period of performance. Limited and short duration system outages shall be permitted with close coordination and approval from the COR. For installations where dual UPS units provide redundant power, only one UPS unit shall be shut down at a time for maintenance. The Contractor shall not be obligated to provide maintenance service on equipment located in an unsafe or hazardous environment, or which has been rendered unsafe by alterations or connections to other than industry standard equipment.

6.0 LIABILITY FOR INJURY OR DAMAGE: The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor unless such injury or damage is due solely to the fault or negligence of the Contractor.

7.0 INSPECTION OF EQUIPMENT UPON CONTRACT EXPIRATION: The COR, upon termination or expiration of the contract, will inspect the equipment maintained by the Contractor. If the equipment is not in good condition, and/or is not operating properly as established by the manufacturer's specifications, the Contractor shall restore the equipment to a level suitable for maintenance or shall reimburse the Government for all costs associated with restoring the equipment to an acceptable level, if restoration is performed by other than the Contractor.

8.0 EQUIPMENT TO BE MAINTAINED: The following UPS equipment and associated batteries shall be covered by this maintenance contract. The UPS equipment and associated batteries that shall be covered by this maintenance contract include the following manufacturers, but are not limited to:

Mitsubishi, APC, Powerware (Eaton), MGE and Liebert Units, along with the following battery types: C&D, Eaton, CSB, APC, DEKA and Power Sonic.

SECURITY: All personnel require access to information up to the sensitive but unclassified, for official use only (FOUO) levels. Contractor must ensure contractor employees' receive a favorably adjudicated public trust suitability prior to entry on duty (EOD). All individuals will be U.S. citizens. The contractor shall follow the standards established within DHS and FEMA policy.

Unauthorized Disclosure of Classified or Unclassified Information:

Contractors and Subcontractors who are working on this contract shall receive Unauthorized Disclosure of Classified or Unclassified Information training.

Access to the training can be obtained at:

https://securityawareness.usalearning.gov/unauthorizedrefresher/index.htm

Send the certificate of completion to the FEMA Contracting Officer Representative no later than 30 calendar days after awarded contract. New employees entering the contract must receive the briefing within ten (10) business days of joining the contract.

OPSEC Training:

Contractors and Subcontractors who are working on this contract shall receive the OPSEC Awareness Brief.

Access to the briefing can be obtained at http://cdsetrain.dtic.mil/opsec

Send the certificate of completion to the FEMA Contracting Officer Representative no later than 30 calendar days after awarded contract. New employees entering the contract must receive the briefing within ten (10) business days of joining the contract.

Insider Threat Training:

Insider Threat training for Contractors can be found at:

http://cdsetrain.dtic.mil/itawareness/index.htm.

Certificate of training is required for all cleared contractor employees who are working with classified or unclassified information. All certificates must be sent to the assigned FEMA Contracting Officer Representative, before the Contractor or Subcontractor is granted access to classified or unclassified information but no later than 30 calendar days after awarded contract. All cleared contractor personnel are required to recertify Insider Threat training annually thereafter. New employees entering the contract must receive the briefing within ten (10) business days of joining the contract.

For Official Use Only (FOUO) Information:

In accordance with DHS Management Directive 11042.1 contractors, consultants and others to whom access is granted will abide by 11042.1; DHS policy regarding the identification and safeguarding of sensitive but unclassified information originated within DHS. It also applies to other sensitive but unclassified information received by DHS from other government and non-governmental activities. The contractor will:

1. Be aware of and comply with the safeguarding requirements for "For Official Use Only" (FOUO) information as outlined in this directive.
2. Participate in formal classroom or computer-based training sessions presented to communicate the requirements for safeguarding FOUO and other sensitive but unclassified information.
3. Be aware that divulging information without proper authority could result in administrative or disciplinary action.

Contractors and Consultants shall *execute a DHS Form 11000-6, Sensitive but Unclassified Information Non Disclosure Agreement (NDA),* as a condition of access to such information. Other individuals not assigned to or contractually obligated to DHS, but to whom access to information will be granted, may be requested to execute an NDA as determined by the applicable program manager. Execution of the NDA shall be effective upon date of the DHS Policy and not applied retroactively.

Unauthorized Disclosure of Classified or Unclassified Information
Contractors and Subcontractors who are working on this contract shall receive the Unauthorized Disclosure of Classified or Unclassified Information training.
Access to the training can be obtained at:
https://securityawareness.usalearning.gov/unauthorizedrefresher/index.htm
Send the certificate of completion to the FEMA Contracting Officer Representative no later than 30 calendar days after awarded contract. New employees entering the contract must receive the briefing within ten (10) business days of joining the contract.

When the Component CIO, CSO, Privacy Officer, Head of Contracting Authority (or designee for each) and program manager determine that this effort will have a "high risk**" of unauthorized access to or disclosure of sensitive information in accordance with the requirements of HSAR Deviation 15-01, (see Attached Link) Safeguarding of Sensitive Information, the following will apply.
Note: *Special clauses* Safeguarding of Sensitive Information (MAR 2015), Information Technology Security and Privacy Training (MAR 2015) and HSAR clause 3052.204-71 Contractor Employee Access shall be included without revision in the solicitation and subsequent contract (as defined in FAR 2.101).

The Following clauses will be added IF this contract does **NOT** pose a high risk for unauthorized access to PII:

1) FAR 52.224-3, Privacy Training
2) 3052.204-71, Contractor Employee Access
3) HSAR clause 3052.204-70 Security Requirements for Unclassified Information Technology Resources

The Following clauses will be added if this contract **IS** a high risk for unauthorized access to PII:

1) FAR 52.224-3, Privacy Training
2) 3052.204-71, Contractor Employee Access
3) Safeguarding of Sensitive Information (MAR 2015) *Special Clause*
4) Information Technology Security and Privacy Training (MAR 2015) *Special Clause*

CONTRACT SECURITY COMPLIANCE

	Yes	No	N/A
Has the Contracting Officers engaged with the FEMA Chief Information Officer (CIO), FEMA Chief Security Officer (CSO) and the FEMA Privacy Officer during the acquisition planning phase IAW FAR Part 7: Acquisition Planning?			
Has the Contracting Officer received HSAM Appendix G – Checklist for Sensitive Information from the requirements office?			

Has the Contracting Officer included the appropriate clauses/language into the solicitation/contract? (See Security Clause Checklist)			
Has the Contracting Officer set up plan to monitor security deliverable pertaining to security requirements on the contract?			
Has the Contracting Officer notified the COR of security deliverables and requirements to monitor on the contract?			

CONTRACT SECURITY CLAUSE CHECKLIST						
Clause Number	**FAR Clause**	**Prescription**	**Hyperlink**	**Yes**	**No**	**N/A**
52.224-1	Privacy Act Notification (Apr 1984)	FAR Subpart 24.104	https://www.acquisition.gov/content/part-24-protection-privacy-and-freedom-information#i1094058			
52.224-2	Privacy Act (Apr 1984)	FAR Subpart 24.104	https://www.acquisition.gov/content/part-24-protection-privacy-and-freedom-information#i1094058			
52.224-3	Privacy Training (Jan 2017)	FAR Subpart 24.302	https://www.acquisition.gov/content/part-24-protection-privacy-and-freedom-information#i1094058			
	HSAR					
3052.203-70	Instruction for Contractor Disclosure of Violations	HSAR 3003.1004(a)	https://www.dhs.gov/sites/default/files/publications/CPO_HSAR_4.pdf			
3052.204-70	Security Requirements for Unclassified IT	HSAR.470-3(a)	https://www.dhs.gov/sites/default/files/publications/CPO_HSAR_4.pdf			
3052.204-71	Contractor Employee Access	HSAR 3004.470-3(b)	https://www.dhs.gov/sites/default/files/publications/CPO_HSAR_4.pdf			

For additional DHS security policy information, please refer to: https://www.dhs.gov/dhs-security-and-training-requirements-contractors

End of Statement of Work