

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.	PAGE 1 OF 15	
2. CONTRACT NO. NRC-HQ-11-C-33-0060	3. AWARD/EFFECTIVE DATE	4. ORDER NO. NRC-HQ-12-T-17-0022	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL:	8. NAME	9. TELEPHONE NO. (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME		
9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Dominique Malone Mail Stop: TWB/ 1 A31M Washington, DC 20555		CODE 3100	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMBIZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541519 <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD. <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555		CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555			
17a. CONTRACTOR/OFFEROR LOCKHEED MARTIN SERVICES, INC. 700 N FREDERICK AVE GAITHERSBURG MD 208793328 TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPAYMENTS_NBCDENVER@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230 PHONE: FAX:			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Task Order 22, SECY Tracking and Reporting Sys (STARS) This is a labor-hour task order. Contractor Rep: Jeffery Funk Phone: 301-519-5808 Email: Jeffery.W.Funk@lmco.com COR: Andrew Bates Total Obligated Amount: \$24,000 Total Contract Ceiling: \$76,011.66 Period of Performance: 03/14/2012 - 09/25/2012 (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page Obligate: \$24,000, FAIMIS: RQ121287, DUNS:145969783 Appr: 31X0200.27L NAICS: 541519, RPPA:SEC-12-465 B&R:2012-7L-51-L-156, JCN: N7422			26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$24,000.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Jeffery W. Funk</i>		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Dominique C. Malone</i>				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Jeffery W. Funk, Contract Mgr.		30c. DATE SIGNED 3/14/2012		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Dominique Malone Warrant Number 172		
30d. AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE		31c. DATE SIGNED 3-14-2012				

STANDARD FORM 1449 (REV. 5/2011)
Prescribed by GSA - FAR (48 CFR) 53.212

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

ADM002
MAR 22 2012

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PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 Contract Type

The contract type for this task order is Labor-Hour.

B.2 Period of Performance

Base Period - March 14, 2012 - September 25, 2012

Option Period I - September 26, 2012 to September 25, 2013

Option Period II - September 26, 2013 to September 25, 2014

Option Period III - September 26, 2014 to September 25, 2015

Option Period IV - September 26, 2015 to September 25, 2016

B.3 Cost/Price

See Section J-1

B.4 Consideration and Obligation-Time and Materials Contract (August 2011)

(a) Currently, the ceiling price to the Government for full performance under this contract is \$47,215.19.

(b) The contract includes: (1) direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit; and (2) cost of materials totaling \$0.00.

(c) The amount presently obligated by the Government with respect to this contract is \$24,000.

(d) This is an incrementally-funded contract and FAR 52.232-22 - "Limitation of Funds" applies.

SECTION C - PERFORMANCE WORK STATEMENT**C.1 Background**

The Office of the Secretary (SECY) Tracking and Reporting System (STARS) serves as the primary administrative tool for SECY and the Commissioners. The system tracks all correspondence to and from the Commission, staff SECY Papers and COMS before the Commission and the Commissioners votes on all issues. It also tracks all Commission requirements sent to the staff and the due dates and completion dates of tasks. Records of all Commission meetings are maintained in the system. Historical records of the Commission's work dating to the beginning of NRC in 1975 are included and available for searching.

C.2 Scope of Work

Work will begin under this task order upon the Contractor receiving a change request from the Task Order Contracting Officer Representative through the NRC's IBM Rational Tools Suite.

The contractor shall perform application systems maintenance for systems listed below in the performance work statement (PWS) section, subparagraph, "Maintenance," following guidance provided in the PMM, NRC's CM rules, and utilizing the CM Library as the source for obtaining a current copy of production application systems which require maintenance.

The contractor shall perform operation support tasks for systems listed below in the PWS section, subparagraph, "Operational Support," following guidance provided by the NRC Task Order Contracting Officer Representative (COR). Individual efforts required of the contractor shall be to provide operational support for agency applications in the form of data support, report generation, production support, and transition support.

The contractor shall also produce necessary documentation of work performed as defined in the PWS, subparagraph, "Operational Support Work Effort Reporting," below.

C.3 Specific Tasks**I. Maintenance**

The contractor shall be responsible for making necessary changes to ensure that identified problems with an application system are corrected and the system is returned to production in the shortest amount of time possible.

Maintenance Requests:

The NRC Task Order COR/client shall notify the contractor of system maintenance requests using IBM Rational change request system, in

accordance with the Delivery Order, PWS, Section C.4.2.2 "Maintenance of Legacy Systems" and C.5.2 "Maintenance, Operations, and Modernization Change Request Process." The contractor shall follow the procedures contained in the "OIS Application Change Request System Guide using Rational ClearQuest" to document all maintenance work performed and completed. The contractor shall attend, as required, occasional meetings with the NRC Task Order COR at the NRC office to discuss significant maintenance issues.

a. System To Be Serviced

System Name	System Number	System Acronym	Software	Platform	Allotted Level of Effort
SECY Tracking and Reporting System	9509	STARS	Delphi, PC-Docs, Sybase	Client Server	750 h/y

II. Operational Support

a. System To Be Covered under Operational Support

System Name	System Number	System Acronym	Software	Platform	Allotted Level of Effort
SECY Tracking and Reporting System	9509	STARS	Delphi, PC-Docs, Sybase	Client Server	50h/y

b. Definition

Operational support may take various forms, including the following:

1. Data support
 - a. Data interpretation
 - b. Data correction
 - c. Verification,
 - d. Entry
2. Report generation

Producing reports in outputs, including hard copy and electronic (MS Access), from agency systems either on a scheduled or ad hoc basis of (1) standard reports or (2) quick query or new reports using newly defined criteria

3. Production support

- a. Initiating program sequences on a prescribed schedule
- b. System monitoring, troubleshooting, and applying immediate corrective measures to agency production application systems (in some cases, on a 24-hour on-call basis).
- c. Upon request, installing STARS software on end-user desktops and going to previously installed desktops to perform software trouble shooting activities

4. Transition support

Transition STARS to the successor system. Identify data entry, data structures, and data tables used in STARS and which will be needed in the successor system after the transition.

c. Work of contractor and NRC Technical Direction

The contractor shall provide operational support in the form of data support, including data interpretation and correction, verification and entry; ad hoc report generation, including development of new standard reports when needed; and production support for System Number 9509, STARS.

The contractor shall provide data entry support on an occasional basis when requested. This is expected to occur less than 12 times during the year and could consist of approximately 100 new entries to the system which will be provided to the contractor by the NRC Work Element Manager. The contractor shall also be responsible for making approximately 25 field corrections to records within the application system which are caused by changes to the NRC organization structure throughout the year. The contractor shall complete all data entry items within 24 hour of receipt.

The contractor shall provide ad hoc report generation support to satisfy the Office of the Secretary's need to create approximately 25 reports per year. Most of these reports shall be generated in MS Access. Specific output formats will be provided at the time of the request to the contractor which shall be delivered by the NRC Task Order COR. Reports shall be

created, run, and outputs delivered in 2 business days from the date of the request, unless otherwise requested by the NRC Task Order COR.

d. Operational Support Work Effort Reporting

An activity report is required biweekly describing the support services provided during the period.

C.4 Deliverables and Delivery Dates

Maintenance requests shall be performed within the time negotiated with the NRC Task Order COR for each system release.

<u>Deliverable Name</u>	<u>Responsibility</u>	<u>Delivery Schedule</u>
Ad Hoc Report Outputs (2.c)	Contractor	2 business days from receipt of request, unless otherwise specified
Special Reports of Work and Status-Operational Support	Contractor	At frequency directed

C.5 Place of Performance

Most efforts under this task order can be performed at the contractor site. Access to the NRC Headquarters facilities at 11555 Rockville Pike, Rockville, MD 20852 shall be provided by the NRC, as required during NRC core business hours from 8:00am-6:00pm Eastern Time for on-call response.

C.6 Expertise/Skills

The contractor shall provide personnel for this task order that demonstrated experience and proficiency in application systems software and platforms defined for systems identified in relevant sections of this task order as requiring maintenance support. Competency in technical, written communication and analytical skills, as demonstrated through prior assignments in the technical support area, and experience with applications running on a NOVELL LAN platform.

C.7 Project Management Methodology

The contractor shall comply with Management Directive (MD) 2.8, Project Management Methodology, in performing the requirements of this task order. See

http://www.internal.nrc.gov/ADM/DAS/cag/Management_Directives/md2.8.pdf.

C.8 Documentation

The contractor shall provide system documentation in accordance with NRC Management Directive (MD) 2.8, Project Management Methodology. The Task Order COR will provide the contractor with guidance on the required content of the documentation. Documents shall be updated according to the configuration management methodology approved by the Task Order COR. The contractor shall store all documentation in the IBM Rational tools within the time frame specified by the Task Order COR. All documents developed shall become the property of NRC.

C.9 Expertise/Skills/Training

The contractor shall ensure that its personnel that work on this task order are appropriately qualified in the technologies and commercial products identified in the NRC's Technical Reference Model (TRM) which is accessible at <http://portal.nrc.gov/edo/ois/bpiad/EASB/TRM/default.aspx>." Training that is needed by the contractor's personnel on the technologies and commercial products identified in the NRC's Technical Reference Model (TRM) shall be at the expense of the contractor.

C.10 Productive Labor Hours

ADDENDUM TO PARAGRAPH (i) OF CLAUSE 52.212-4 ALTERNATE I

The contractor may submit invoices to the Government only for "productive labor hours." "Productive labor hours" are defined as those hours expended by the contractor in performing requirements under a task order and are directly related to an NRC-issued change request that is issued to the contractor through NRC's IBM Rational tools suite. Requests for operational support from NRC task orders under this contract will be issued to the contractor via change requests in NRC's IBM Rational tools suite and will include a ceiling number of contractor productive labor hours within a given period (e.g., 10 productive labor hours between 8:00 a.m. and 7:00 p.m.) If the contractor finds the number of productive labor hours in the change request to be unrealistically low, then the contractor shall inform the Task Order COR within a reasonable time after receiving the change request and should provide a written ceiling estimate for the Task Order COR to consider. If the Task Order COR agrees with the contractor's written ceiling estimate, then the Task Order COR would make the change in IBM Rational tools suite or request that a person with access to the system make that change. The Government may not reimburse the contractor for any invoiced productive labor hours that are not directly related to a NRC issued change request and/or exceed the number of hours included in the applicable change request.

SECTION D - PACKAGING AND MARKING

SECTION E - INSPECTION AND ACCEPTANCE

See base contract

SECTION F - DELIVERIES OR PERFORMANCE

See base contract

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Task Order Contracting Officer's Representative

(a) The Task Order COR for this task order contract is:

Andrew Bates
Office: Office of the Secretary
Mailstop: OWFN/ 16 C1
Washington, DC 20555-0001
Phone: 301-415-1963
Email: Andrew.Bates@nrc.gov

(b) Performance of the work under this task order contract is subject to the technical direction of the NRC Task Order COR. The term "technical direction" is defined to include the following:

- i. Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Performance Work Statement (PWS) or changes to specific travel identified in the PWS), fills in details, or otherwise serves to accomplish the contractual PWS.
- ii. Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
- iii. Review and, where required by the task order contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the task order contract. The Task Order COR does not have the authority to and may not issue any technical direction which:

- i. Constitutes an assignment of work outside the general scope of the contract.
 - ii. Constitutes a change as defined in the "Changes" clause of this contract.
 - iii. In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
 - iv. Changes any of the expressed terms, conditions, or specifications of the contract.
 - v. Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) Technical directions must be issued in writing by the Task Order COR or must be confirmed by the Task Order COR in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the Contracting Officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the Contracting Officer.
- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the Task Order COR in the manner prescribed by this clause and within the Task Order COR's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the Task Order COR is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer shall issue an appropriate contract modification or advise the contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- (g) Any unauthorized commitment or direction issued by the Task Order COR may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
- (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1, Disputes.

- (i) In addition to providing technical direction as defined in paragraph (b) of the section, the Task Order COR shall:
- a. Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the Contracting Officer changes in requirements.
 - b. Assist the contractor in the resolution of technical problems encountered during performance.
 - c. Review all costs requested for reimbursement by the contractor and submit to the Contracting Officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.
 - d. Assist the contractor in obtaining the badges for the contractor personnel.
 - e. Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.
 - f. Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.
 - g. For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 2052.215-70 KEY PERSONNEL (JAN 1993)**

- (a) The following individuals are considered to be essential to the successful performance of the work hereunder:

Software Engineering Mgr

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.
- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the Contracting Officer to evaluate the proposed substitution. The contracting officer and the Task Order COR shall evaluate the contractor's request and the Contracting Officer shall promptly notify the contractor of his or her decision in writing.
- (d) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. If the Contracting Officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

PART II

SECTION I CONTRACT CLAUSES

See base contract for clauses that apply to this task order.

SECTION J TASK ORDER ATTACHMENTS

- 1) Cost/Price Schedule
- 2) Performance Standards and Metrics

Performance Standards and Metrics

The contractor shall provide accurate metrics for the defined performance measures. The contractor shall also make available to the Government any source data for the measured metrics when requested to substantiate the reported metrics.

Table Column Definitions

- **Required Services:** the type of support service being rendered under the scope of the task order.
- **Performance Standard:** the performance level required to meet the contract requirements. The benchmark for satisfactory performance.
- **Acceptable Quality Level:** establishes the maximum allowable variation (or error rate) from the standard.
- **QASP Monitoring Method:** method used for monitoring performance against standards.

Required Services	Performance Measure	Acceptable Quality Level (AQL)	QASP Monitoring Method
Release Schedule	Release should be deployed into production by due date	No more than 1 business day deviation	Task Order COR will run Rational ClearQuest Release reports
Release Acceptance	Releases should not have been rejected because of defective code or artifacts found in User Acceptance Testing or Production	No deviation	Task Order COR will run Rational ClearQuest Release reports
ChangeRequests (CRs) tracked and updated within the designated CM tools	CRs are tracked and implemented within the designated CM tools	No deviation	Task Order COR will run Rational ClearQuest Release reports
Release Cost Estimating	Estimated Cost of each release should be equal or less than the Actual Cost of the release	Deviation is 15% below cost or 5% over cost	Task Order COR will run Rational ClearQuest Release reports
Data base input and corrections, ad hoc reports, and trouble shooting	Data tables are corrected and data input, problem issues investigated, and requested ad hoc reports are produced within 1 business day or other specifically agreed period.	No deviation	Task Order COR will log calls and e-mail requests and responses
Response Time	Coverage provided from 08:00 to 18:00 Eastern Standard Time, Monday through Friday, excluding holidays	<u>Priority 1:</u> Shall not exceed a two hour response time for service calls: <u>Priority 2:</u> Shall not exceed a one business day response time for	Task Order COR will analyze call log and tracking reports

Required Services	Performance Measure	Acceptable Quality Level (AQL)	QASP Monitoring Method
Deliverables	Delivered within the agreed upon timeframes, addresses the agreed upon scope and complies with acceptable and professional formatting and/or required templates	service calls Delivered by COB of designated deadline Defects within documents are at a non-material level	Task Order COR will review deliverables