

SECTION III – STATEMENT OF WORK

CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (‘CARES ACT’) IMPLEMENTATION SUPPORT SERVICES

C.1 Background

On March 27, 2020 the CARES Act was enacted to address the significant financial repercussions the novel COVID-19 pandemic is causing to the U.S. economy. The CARES Act resulted in the largest stimulus package ever approved by the U.S. Government. Over 2 trillion dollars of funding was appropriated to provide aid in the form of tax credits, loans, grants, and direct disbursements to the healthcare and aviation industries as well as to small businesses, large corporations, municipalities, and individual Americans that are hardest hit during these difficult times. The Treasury is responsible for implementing several provisions of the CARES Act and must also coordinate with various Departmental Offices, to include multiple federal agencies, who are responsible for, or who have a role in, implementing provisions within the CARES Act.

C.2 Description of Services

The Department of the Treasury requires urgent assistance with the operations, documentation and monitoring of the CARES Act programs and processes, leveraging existing capabilities and expertise that exist within the government wherever practicable while also leveraging the processes and mechanisms established for previous stimulus programs, such as the Troubled Asset Relief Program (TARP), and the Small Business Lending Fund (SBLF).

The Contractor shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision, and other items for non-personal services necessary to perform the support as defined in this PWS, except for those items specified as Government furnished property and services. The Contractor shall perform to the standards in this PWS.

C.3 Scope

The scope of this contract covers non-inherently governmental services associated with supporting the CARES Act implementation as required by this PWS. The Contractor shall not provide legal advice or make any representations regarding questions of legal interpretation. The Contractor shall have the expertise, capability, and resources to effectively furnish all tasks described herein. Contractor support services shall include, but not be limited to:

- Assist with the identification of control points in the CARES Act Operations through all key stages.
- Assist with the development of all policies and procedures required to document controls and support the CARES Act Operations “back end” processes.

C.4 Tasks

The Contractor shall provide efficient and cost-effective support services for the tasks described as follows:

C.4.1 Design & Development

Contractor shall provide advice and support the identification of CARES Operations critical control points as well as the design and development of CARES Operations policy and procedural documents. The design could leverage approaches, capabilities, documents and structures from previous programs (e.g., SBLF, TARP), while incorporating lessons learned and the specific requirements of the CARES Act. Support shall include, but is not limited to, the following:

- Identify key control points throughout the entire scope of the CARES Operations portfolio of functions
- Define and document these control points;
- Draft committee structures and document charters;
- Facilitate mechanics/requirements meetings;
- Design and document CARES Operations policies and processes, including developing process flows and risk and control matrices (RCM)

C.4.2 Operations & Monitoring/Compliance

The Contractor shall provide advice and support throughout the development of the processes and documentation necessary to implement the CARES Operations team, including capturing appropriate documentation and internal control evidence. Support for the Operations and Monitoring/Compliance functions shall include, but is not limited to, the following:

- Capture and organize control evidence and other documentation.
- Document issues and develop and document remediation plans.
- Draft and update policy and process documentation, including process flows and RCMs, as appropriate.
- Liaise with financial agents, custodians, legal counsel, and other offices to enable effective and timely communication, oversight, and coordination.
- Support reporting to leadership and oversight.

C.4.3 Compliance Testing Support

The Contractor shall provide advice and surge support throughout the development and execution of the compliance tests necessary to evaluate recipient compliance with CAA & ARP Act requirements. Support for compliance testing activities shall include, but is not limited to, the following:

- Provide support and advice on best practices related to compliance test development and execution to the Office of Compliance Monitoring and its staff.

- Assist with the intake, analysis and reporting of compliance testing data.
- Conduct real-time and/or near-time monitoring of testing activity.
- Capture and organize testing evidence and other documentation.
- Document issues and lessons learned and facilitate lessons learned meetings.
- Develop and update testing process documentation, including process flows and RCMs, as appropriate.
- Assist with development of detailed tests, to include system calculations, sampling approaches, and thresholds.
- Liaise with CARES, CAA and ARP recipients, Treasury staff, pod leads, financial agents, custodians, legal counsel, the Director of Compliance Monitoring, and other relevant agencies and offices as necessary to facilitate complete and accurate compliance test reporting.
- Support compliance test reporting to leadership and oversight.
- Based on the testing approaches developed, define roles and responsibilities of testers and reviewers, and determine level of staffing required for testing.

C.5 Deliverables

All deliverables and reports will be reviewed to ensure Contractor accuracy, functionality, completeness, professional quality and overall compliance with contract requirements. The Government will consider errors, misleading statements, incomplete, irrelevant information, excessive rhetoric, or repetition as deficiencies and the Contractor shall make corrections at no additional cost. All deliverables must be formatted using Microsoft Word, Microsoft Visio, Microsoft Excel and/or PowerPoint and shall be submitted electronically, unless otherwise specified by the COR.

C.5.1 Deliverable Table

Deliverables and Reports	Due Date
QASP	1 week after award
Design & Development Briefing	In accordance with the COR/POC
Operation & Monitoring	In accordance with the COR/POC
Program Management Reports	As directed by the COR/POC
Status Report	No later than the 15 th of each month
Electronic Expenditure Report	No later than the 15 th of each month

C.5.2 Status Reports

In addition to the specific deliverables and reports identified in Section 5.1 above, the Contractor shall provide a Status Report to the COR with a copy to the Contracting Officer (CO). The report shall be submitted via email and is due by the 15th day of each month that the contract is in effect. The first Status Report is due by the 15th day of the second month of the contract award. At a minimum, the report shall contain the following information:

- Contract number
- Contractor name
- Period covered by status report
- Hours expended for the status report period
- List of requested policy/procedure documents to be drafted and the status of each document
- Description of problems and issues encountered during the report period
- Status of open problems or issues identified in previous monthly report(s)

C.6 Travel

The Government does not anticipate any travel performed under this contract.

C.7 Government Furnished Property

The Government will provide the Contractor with office space, computer, printer, facsimile service, reproduction capability, unclassified Internet access, logistical and administrative support for the project as required, while working on-site at Treasury. Telephone service for official use and local calls only will be provided to the Contractor; all other calls shall be made at the Contractor's expense. The Contractor shall not use Government furnished material or equipment to work on projects other than those directed by this performance work statement. Government furnished equipment provided to the Contractor shall be returned to the Government in good working order.

C.8 Place of Performance

The Contractor shall perform tasks under this contract on-site at the contractor's facility as well as the Department of the Treasury, Washington, D.C. In the event of an offsite location due to exercise drills or emergency operations, the Contractor shall be informed prior to relocation at no cost to the Government.

C.8.1 Hours of Operation

The Contractor is responsible for conducting business, between the hours of 8am and 5pm Monday thru Friday, or as otherwise required for or requested by the Government at no additional cost, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the Contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

C.8.2 Type of Contract

The government anticipates award of a Labor Hour with fixed hourly rates or Firm-Fixed Price (FFP) Call Orders against this BPA. Contractor employees shall be paid at the labor rate(s) designated by the labor category to which he or she is assigned according to the specific Call Order. In no event shall an individual be assigned or billed at a labor rate higher than that for which he/she has been contractually approved. The labor rates herein shall not be adjusted without the written approval of the contracting officer.

C.8.3 Recognized Holidays

The Contractor is not required to perform services on the following holidays; however, the Government reserves the right to require performance on any day of the year at no additional cost if the circumstances require:

Ten Federal holidays are set by law (USC Title 5 Section 6103). Under current definitions, four are set by date:

New Year's Day	January 1
Independence Day	July 4
Veterans Day	November 11
Christmas Day	December 25

The following six Federal holidays are set by a day of the week and month:

Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving	Fourth Thursday in November

The Contractor shall also follow any other holiday as declared by the President.

C.8.4 Telework Readiness

When Contractor personnel are telework-ready, they are expected to perform work at his/her telework location for the entire tour of duty in accordance with the contract hours of operation. All contractor personnel must provide emergency contact information and the place of telework location to the COR.

C.8.5 After-hours Support

The Contractor may be required to assist in emergent support services after the normal hours of operation, which may include weekends and holiday at no additional cost to the Government.

The Contractor may be given advanced notification by the COR, or Contractor may provide an advance request for COR approval.

C.9 Quality Control Plan

The Contractor shall develop and maintain an effective quality assurance control plan, including but not limited to a complete QCP to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor’s quality control program is the means by which it assures itself that the work performed under the contract complies with the requirement of the contract. At a minimum, the Contractor shall develop written quality control procedures that address the areas identified in the “Performance Requirements Summary Matrix” below. Contractor shall provide QCP prior to contract performance. The Contractor shall comply with the QCP during the period of performance of this contract.

Services will be accepted by Treasury on a monthly basis by certification of the monthly invoice. All required reports, deliverables and performance objectives must be fulfilled in order to obtain acceptance. Acceptance will constitute 100% payment. Non-acceptance may result in negotiation of a credit commensurate with the negative impact on the Treasury mission resulting from the reduced level of performance. The amount of the credit will be negotiated at the time of non-acceptance. Failure to agree on a credit amount will be considered a dispute in accordance with the Disputes Clause. To assure quality standards are met, the Contractor shall meet with the COR, or designee, at least on a monthly basis to discuss all performance issues.

C.9.1 Performance Requirements Summary (PRS) Matrix

Performance Objective	Standard Performance	Acceptable Quality Levels	Government Surveillance	Incentives / Disincentives
Design & Development	Contractor shall perform activity within the timeframe directed by the Government; deliver completed plan timely as addressed in the PWS; and address questions or requests from the Government within 5 business days.	100% Accuracy – The Government will consider errors; misleading statements; and incomplete, irrelevant information, excessive rhetoric, or repetition as deficiencies.	100% review	Government will provide comments and Contractor will reconcile or incorporate all comments until deliverable is acceptable to include producing additional draft deliverables at no additional cost to the Government. Adverse past performance history.

Operation & Monitoring	Contractor shall perform activity within the timeframe directed by the Government; deliver completed plan timely as addressed in the PWS; and address questions or requests from the Government within 5 business days.	100% Accuracy – The Government will consider errors; misleading statements; and incomplete, irrelevant information, excessive rhetoric, or repetition as deficiencies.	100% review	Government will provide comments and Contractor will reconcile or incorporate all comments until deliverable is acceptable to include producing additional draft deliverables at no additional cost to the Government. Adverse past performance history.
Compliance Reviews, Monitoring, and Reporting	Contractor shall perform activity within the timeframe directed by the Government; deliver completed plan timely as addressed in the PWS; and address questions or requests from the Government within 5 business days.	100% Accuracy – The Government will consider errors; misleading statements; and incomplete, irrelevant information, excessive rhetoric, or repetition as deficiencies.	100% review	Government will provide comments and Contractor will reconcile or incorporate all comments until deliverable is acceptable to include producing additional draft deliverables at no additional cost to the Government. Adverse
Compliance Testing Support	Contractor shall perform activity within the timeframe directed by the Government; deliver completed plan timely as addressed in the PWS; and address questions or requests from the Government within 5 business days.	100% Accuracy – The Government will consider errors; misleading statements; and incomplete, irrelevant information, excessive rhetoric, or repetition as deficiencies.	100% review	Government will provide comments and Contractor will reconcile or incorporate all comments until deliverable is acceptable to include producing additional draft deliverables at no additional cost to the Government. Adverse

C.10 Period of Performance

The period of performance for this BPA is for a 12-month base period and a 12-month option period for a total of 24 months. Call orders placed under this BPA will have individual period of performances.

C.11 Organizational Conflict of Interest

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

C.12 Section 508 Compliance

All electronic and information technology (EIT) changes recommended as a result of any performance through this BPA must adhere to the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov>.

C.13 Security Requirements

The clauses listed below apply to the Prime Contractor and any of its subcontractors employed during the course of this contract. The clauses below also apply to tasks, work requests or other identified method of requesting work be performed that flow from this document. No Contractor personnel may perform any work under this Contract until the Government grants specific permission to do so, regardless of existing clearance or investigation.

This Contract is categorized as unclassified at the Moderate (Tier 2/MBI) Level. This Contract does not have Tasks that require different levels of investigations.

Contractors are required to comply with the Treasury Directive P 15-71, Treasury Security Manual in the handling, protection, and safeguarding of government information in their possession. The TD P 15-71 will be followed as it specifies Treasury-specific personnel, physical, industrial and information security policy, processes and requirements that apply to this contract.

General Security:

Department of Treasury, otherwise known as the Department, retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interest of the Government. Lack of the ability to obtain or maintain the required investigation level is included in the reasons the Department may remove a contractor employee. The reason for removal shall be documented in

writing by the Contracting Officer. Additionally, the Contractor must notify the OSP of all terminations/resignations within 24 hours of occurrence. When and if such removal occurs, the Contractor is responsible for assigning qualified replacement personnel in a timely manner or ensuring that performance of the contract is not adversely affected. The Contractor shall return all Departmentally issued identification cards, building passes, keys, and any other government issued material of those terminated employees to the COR. If government issued material is not available to be returned, a report must be submitted to the COR referencing the number, name of individual to whom it was issued, the last known location, and disposition of the items. Failure to return government materials may result in remedial actions against the contractor. Contractor personnel shall visibly wear Departmentally issued identification badges when working in Government facilities. If any current or prospective employee is found to be ineligible for access to Government facilities or information by the Department, the COR will notify the contractor that the employee shall not continue to work or to be assigned to work under the contract. The Department may require drug screening for probable cause at any time. The contractor must also ensure that, prior to the end of the contract, all Departmental information, systems and equipment is returned to the appropriate Department personnel. All contractors must be vetted and approved by OSP prior to beginning work on any portion of this contract.

Any employee assigned to support the Department shall comply with Personal Identity Verification One and Two (PIV-1, PIV-2) requirements as described in Homeland Security Presidential Directive 12 (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors," and "Federal Information Processing Standard 201, Personal Identity Verification Standards for Federal Employees and Contractors," dated August 2013. T2/Moderate Risk contract employees must be a U.S. Citizen or Lawful Permanent Resident Alien with at least three or more years of U.S. residency from the legal entry date in the U.S.. Contractor personnel will have access to Department facilities, information and equipment limited to that which is needed to perform contract scope.

The Contractor shall provide the CO the name of all entities to be used as subcontractors for each type of work to be performed prior to performing any work under this contract in accordance with the FAR Subpart 44.2. The Government reserves the right to accept or reject any subcontractors proposed. Contractors should not serve as the escort for their subcontractors or for any other contractor; escorts used should be Departmental Federal employees.

The Contractor is responsible for obtaining the approval of the CO prior to release of any information received or generated under the contract per 48 CFR 252.204-7000. The CO should complete this item as required by internal agency directives to direct the prime contractor to the appropriate office that has public release authority. Prime contractors should serve as focal point for their subcontractors' public release requests and refer them to the CO. SBU (also known as Controlled Unclassified Information (CUI)) must be protected in accordance with EO 13556, 32 CFR 2002 (full implementation expected to be reached in November 2018), and Treasury Security Manual (TD P 15-71). For Official Use Only must be protected in accordance with the providing Agency's directives. Data contained within all Department computer systems are governed by Agency Security Regulations as well as the Federal Privacy Act of 1974. Contractor personnel assigned to this project will be held accountable for adherence to these regulations. If the security classification or security requirements are changed by the Government subsequent to

the date of this Contract, and if the changes cause an increase or decrease in security costs or otherwise affects any other term or condition of this Contract, any resulting financial burden will be the sole responsibility of the Contractor.

Contractors and their subcontractors must perform all initial, annual, contemporaneous, specialized and termination training required per Department guidance and TD P 15-71 as appropriate for their position. This is in addition to any training their company requires them to have.

Per the TD P 15-71, the Contractor shall report to the COR within 24 hours any adverse information coming to its attention concerning employees working under this contract, to include loss or suspension of favorable adjudication, or security issues involving the scope being completed for the contract. Reports based on rumor or innuendo should not be made. The subsequent termination of an employee does not obviate the requirement of the contractor to submit this report. The report shall include each employee's name, social security number, and the adverse information. The Contractor shall also report within 24 hours any event the Contractor becomes aware of that would be deemed a potential security incident, violation or any compromise involving Treasury systems, material, or data or systems with Treasury material or data on them. The Contractor shall comply with all Federal laws and regulations regarding computer security, information security and privacy.

While the Contractor's personnel are at the government facility, the Contractor is responsible for compliance with all laws, rules, and regulations governing conduct with respect to security – not only as they relate to its employees and agents, but also to other personnel who are government employees or agents of the government and to property at the site regardless of ownership. While on government premises and in possession of government property, the Contractor is responsible for such property and any damages or compromise thereto by Contractor's employees. The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions, and in the safeguarding of pre-decisional or sensitive information (privacy, etc.) from inadvertent release. At the completion of the contract vehicle, the Contractor shall send a written notice from the authorized principle of the company attesting that all file records pertaining to this contract in possession of the Contractor was destroyed.

The Contractor will avoid any improprieties located in FAR Part 3 and 52.203-16 regarding gratuities, kickbacks, conflicts of interest and other ethics issues.

Work on this contract may require personnel to have access to private information covered by the Privacy Act, Title 5 of the U.S. Code, Section 552a (in addition to other types of non-public information). All Contractor personnel shall adhere to the requirements of the Privacy Act as well as any applicable Department or Federal rule/regulation regarding private information or other types of non-public information.

As a condition for access for Government-Owned Systems and data, all Contractor personnel must pass background investigations in accordance with OMB Circular A-130 which requires screening of all individuals involved with sensitive applications or data in Federal automated information systems.

Contractor will abide by requirements set forth in the applicable guidance for the protection of unclassified information. If Contractor fails to follow requirements above, this may result in revocation of favorable public trust adjudication for offending employees and potential negative actions against the contract vehicle itself.

Per FAR 52.222-54, the contractor is required to comply with enrollment and verification requirements for all contractors except those previously verified by acceptable means.

The Contractor agrees and understands that the latest version (if superseded) of the U.S.C., CFRs, Executive Orders, Treasury policies and all other government issued documents that are referenced above will be followed.