

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 21 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 07/26/2019		2. CONTRACT NO. (If any) GS35F0418V		6. SHIP TO:	
3. ORDER NO. 2032K719F00003		4. REQUISITION/REFERENCE NO. 19PR-OFS-0001		a. NAME OF CONSIGNEE TDP-DO	
5. ISSUING OFFICE (Address correspondence to) IRS non-IT (OTPS) Internal Revenue Service Procurement OS:PR:T, Stop C7-430 5000 Ellin Road Lanham MD 20706				b. STREET ADDRESS 1500 PENNSYLVANIA AVENUE, NW	
				c. CITY WASHINGTON	e. ZIP CODE 20220
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR RDA CORPORATION				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 303 INTERNATIONAL CIR CTE 340				REFERENCE YOUR:  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY HUNT VALLEY		e. STATE MD	f. ZIP CODE 21030-1462		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM		<input type="checkbox"/> h. EDWOSB		
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS	

## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Data & Document Management Services OFS Portal Assessment, Development and Operations and Maintenance  Base Period  Continued ...				713,184.00	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME ARC/ASD/APB						\$0.00
	b. STREET ADDRESS (or P.O. Box) ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@FISCAL.TREASURY.GOV						\$713,184.00
c. CITY PARKERSBURG			d. STATE WV	e. ZIP CODE 26106-1328		17(i) GRAND TOTAL	

22. UNITED STATES OF  
AMERICA BY (Signature)

**Aleta J. Dust**

Digitally signed by Aleta J. Dust  
Date: 2019.07.26 14:13:19 -0400  
TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

07/26/2019

GS35F0418V

2032K719F00003

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Accounting Info: OFS0128DB1919XX-2019-61000001-251001-O FSAD00000000-OFS1231120-XXXXXXXXXXXX-O FS0001-XXXXXXXXXX-XXXX-XXXXXXXXXXXX-XXX XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Funded: \$713,184.00					
0002	Option Year 1 Amount: \$649,740.00 (Option Line Item) 04/29/2020  Accounting Info: OFS0128DB1919XX-2019-61000001-251001-O FSAD00000000-OFS1231120-XXXXXXXXXXXX-O FS0001-XXXXXXXXXX-XXXX-XXXXXXXXXXXX-XXX XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Funded: \$0.00				0.00	
0003	Option Year 1 Optional Task Amount: \$81,600.00 (Option Line Item) 04/28/2020  Accounting Info: 61000001-XXXXXXXXXX-XXXXXXXXXXXX-XXXXX XX-XXXXXXXXXX-XXXX-XXXXXXXXXXXX-XXXXXX XXXXXX-XXXXXXXXXX-XXXXXXXXXX Funded: \$0.00				0.00	
0004	Option Year 2 Amount: \$324,870.00 (Option Line Item) 04/28/2021  Accounting Info: OFS0128DB1919XX-2019-61000001-251001-O FSAD00000000-OFS1231120-XXXXXXXXXXXX-O FS0001-XXXXXXXXXX-XXXX-XXXXXXXXXXXX-XXX XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Funded: \$0.00				0.00	
0005	Option Year 2 Optional Task Amount: \$81,600.00 (Option Line Item) 04/28/2021  Accounting Info: 61000001-XXXXXXXXXX-XXXXXXXXXXXX-XXXXX XX-XXXXXXXXXX-XXXX-XXXXXXXXXXXX-XXXXXX Continued ...				0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION

PAGE NO

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

07/26/2019

GS35F0418V

2032K719F00003

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	XXXXX-XXXXXXXX-XXXXXXXX Funded: \$0.00  The total amount of award: \$1,850,994.00. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2005)  
Prescribed by GSA FAR (48 CFR) 53.213(f)

## Task Order Terms and Conditions

In addition to the clauses included in GS35F0418V, the terms, conditions and Department of the Treasury Acquisition Regulation (DTAR) clauses provided below apply. The word "contract" in this section refers to the task order.

### A. Type of Contract

1. This is a labor hour type contract.
2. Ceiling prices specified for each option shall apply separately and independently to that option. The Contractor shall not exceed the ceiling prices of this contract.

PERIOD	CEILING PRICE
Base Period	\$ 713,184.00
Option Period 1	\$ 649,740.00
Optional Task	\$ 81,600.00
Option Period 2	\$ 324,870.00
Optional Task	\$ 81,600.00
Total	\$1,850,994.00

3. The following rates will be utilized during the life of this task order:

LABOR CATEGORY	BASE YEAR	OPTION YEAR 1	OPTION YEAR 2
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Should FAR 52.217-8 be exercised, the rates effective in the prior period will be utilized.

4. Option for Additional (Optional) Tasks

The Government may require the performance of the additional task, identified as an option CLIN, to perform wind down activities for up to 520 hours and at the hourly rates stated under Type of Contract. The Contracting Officer may exercise the option by written notice to the Contractor anytime within the applicable period.

### B. FAR 52.217-9 Option To Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

*(End of clause)*

**C. FAR 52.217-8 Option to Extend Services (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. 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 7 days of the end of contract period.

*(End of clause)*

**D. DTAR 1052.201-70 Contracting Officer's Representative (COR) Appointment and Authority (APR 2015)**

- (a) The COR is Denise Pope, denise.pope@treasury.gov.
- (b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:
  - (1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;
  - (2) Constitutes a change as defined in the clause entitled "Changes";
  - (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
  - (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
  - (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
  - (6) Directs, supervises or otherwise controls the actions of the Contractor's employees.
- (d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.
- (e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

*(End of clause)*

**E. 52.203-99 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (MAR 2015) (Deviation 2015-00003)**

- (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

*(End of clause)*

**F. DTAR 1052.210-70 Contractor Publicity (APR 2015)**

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the supplies or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such supplies or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this clause may be considered as part of the evaluation of past performance.

*(End of clause)*

**G. DTAR 1052.232-7003 Electronic Submission of Payment Requests (APR 2015)**

- (a) *Definitions.* As used in this clause—
  - (1) “*Payment request*” means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment



request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at [www.ipp.gov](http://www.ipp.gov) or any successor site.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

*(End of clause)*

#### **H. IR1052.239-9000 Section 508 Information, Documentation and Support (MAY 2018)**

In accordance with 36 CFR 1194, Subpart D, the information and communication technology (ICT) products and product support services furnished in performance of this contract shall be documented to indicate the current conformance level with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards. At no time during the performance of the award shall the level of conformance go below the level of conformance in place at the time of award. At no additional cost, the contractor shall provide information, documentation, and support relative to the supplies and services as described in the PWS. The contractor shall maintain this detailed listing of compliant products for the full contract term, including forms of extensions, and shall ensure that it is current within five calendar days after award and within three calendar days of changes in products being utilized as follows:

#### **\_\_\_ Chapter 6: Support Documentation and Services**

- ☒ 601, General.
  - ☒ 601.1
  - ☒ 602 Support Documentation
    - ☒ 602.1 ☒ 602.2 ☒ 602.3 ☒ 602.4
  - ☒ 603 Support Services
    - ☒ 603.1 ☒ 603.2 ☒ 603.3

*(End of clause)*

#### **I. IR1052.239-9001 Section 508 Conformance (MAY 2018)**

Each information and communication technology (ICT) product and/or product related service delivered under the terms of this contract, at a minimum, shall conform to the

applicable accessibility standards at 35 CFR, Appendix C to Part 1194 at the level of conformance as specified in the PWS.

## **\_\_ Chapter 7: Referenced Standards**

- ☒ 701, General.
  - ☒ 701.1
  - ☒ 702 Incorporation by Reference
    - ☒ 702.1 ☒ 702.2 ☒ 702.3 ☒ 702.4 ☒ 702.5 ☒ 702.6 ☒ 702.7 ☒ 702.8
    - ☒ 702.9 ☒ 702.10

### **J. IR1052.239-9002 Section 508 Services (MAY 2018)**

All contracts, solicitations, purchase orders, delivery orders and interagency agreements that contain a requirement of services which will result in the delivery of a new or updated information and communication technology (ICT) item/product must conform to the applicable provisions of the appropriate technical standards in 36 CFR 1194, Subpart B, and functional performance criteria in 36 CFR 1194, and functional performance criteria in 36 CFR Chapter 3, unless an agency exception to this requirement exists at E202 General Exceptions.

- ☒ 701, General.
  - ☒ 701.1
  - ☒ 702 Incorporation by Reference
    - ☒ 702.1 ☒ 702.2 ☒ 702.3 ☒ 702.4 ☒ 702.5 ☒ 702.6 ☒ 702.7 ☒ 702.8
    - ☒ 702.9 ☒ 702.10

*(End of clause)*

### **K. IR1052.242-9000 Post Award Evaluation of Contractor Performance (May 2018)**

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. The Assessing Official (e.g., Contracting Officer) will prepare a final performance evaluation at the time the work on the contract is completed. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract. (\*\*If evaluations are conducted annually, modify the above sentence appropriately.)

The past performance evaluation process is a paperless process using Contractor Performance Assessment Reporting System (CPARS). CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluation past performance as part of a source selection action.

Once the Contractor is registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <https://www.cpars.gov>. The CPARS User Manual, registration for On Line Training for Contractors, and a practice application may be found at this site as well.



Interim and final evaluations will be provided to the Contractor for their review and comment as soon as practicable after completion of the evaluation. Evaluations of contractor past performance will be posted to the relevant past performance database no more than 14 days after the information is provided to the contractor. On day 15, whether the contractor has responded or not, the evaluation automatically posts to PPIRS. If the Contractor elects not to provide comments, they should acknowledge receipt of the evaluation by indicating "No comment" and then sign and date the form. If the Contractor does not sign and submit the form within 14 days, it will automatically be returned to the Government.

Contractors who disagree with a government evaluation can request to meet with the Contracting Officer to discuss their scores and provide feedback or justification for their performance. No requirement exists for the government to meet with the contractor; however, if a contractor requests a meeting, the government may accept the request.

Any such meeting does not alter the requirement that an evaluation be posted to PPIRS within 14 days.

Several avenues still exist for the contractor to influence the review. First, the contractor may submit a comment after the 14-day period expires and the review has been posted to PPIRS. The contractor's late comments must be posted to PPIRS; however, the government's original report will still be available to all source selection officials. Although authorized, an agency is not required to modify its evaluation based upon a contractor's comments. Second, the contractor may appeal its review one level above the Contracting Officer to the Reviewing Official. Again, the appeal does not stop the 14-day reporting period and the original evaluation will be posted on PPIRS.

The following guidelines apply concerning the Contractor's use of the past performance evaluation:

- Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason the Contractor is unable to view and/or submit the form through CPARS, contact the Contracting Officer for further instructions.
- Strictly control access to the evaluation within the Contractor's organization. Ensure the evaluation is never released to persons or entities outside of the Contractor's control.
- Prohibit the use of or reference to evaluation data for advertising, promotional material, pre- award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
- A copy of the completed past performance evaluation will be available in CPARS for the Contractor's review and for Government use supporting source selection actions after it has been finalized.

#### **L. Public-Release Contract Version Requirement**

This contract action utilizes TARP funds authorized by 110 P.L. 343. The program requires a high level of transparency and TARP contract documents are posted publicly at <http://www.financialstability.gov> or at another location designated by Treasury.

The Contractor agrees to submit to the CO and COR, within ten business (10) days from the date of award (exclusive of Saturdays, Sundays, and federal holidays), a .pdf

file of the fully executed contract, blanket purchase agreement, or Order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the Treasury. The .pdf file must have searchable text and generally be compliant with the accessibility requirements in Section 508 of the Rehabilitation Act, 29 U.S.C. § 794(d). The Contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the Contractor in response to this requirement may itself be subject to disclosure under the FOIA.

The Treasury will carefully consider the entire Contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract document may be properly withheld.

#### **M. Conflicts of Interest**

1. The Treasury HAS NOT WAIVED any potential conflicts of interest as defined by the Federal Acquisition Regulation (FAR) or 31 C.F.R. Part 31. Further, the Contractor agrees that its future relationship with the Treasury will be governed by the FAR, 31 C.F.R. Part 31, and this contract. The Contractor agrees to negotiate in good faith concerning the inclusion of any different or additional conflict of interest policies and procedures that may be issued by the Treasury pursuant to Section 108(b) of the Emergency Economic Stabilization Act (EESA) of 2008.
2. Prior to award, the Contractor shall prepare a detailed written explanation of all actual conflicts, potential conflicts, or matters that may present the appearance of a conflict under the FAR or 31 C.F.R. Part 31, and shall provide a detailed written plan explaining any and all steps the Contractor will undertake to avoid or mitigate such conflicts. The Contractor's disclosure submission shall include but is not limited to the information specified in 31 C.F.R. §31.211(b)(1) – (b)(6), and shall include at a minimum the following:
  - The Contractor and any proposed or actual subcontractor's or consultant's relationship to any related entities as such term is defined in 31 C.F.R. §31.201;
  - The categories of troubled assets owned or controlled by the Contractor, its related entities, or its proposed or actual subcontractors or consultants if the arrangement relates to the acquisition, valuation, disposition, or management of troubled assets;
  - Information concerning all other business or financial interests of the Contractor, its related entities, or its proposed or actual subcontractors or consultants that could conflict with the Contractor's obligations under this award;

- A description of all organizational conflicts of interest and potential conflicts of interest;
  - A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents; and
  - A written detailed plan to mitigate all personal conflicts of interest, along with supporting documents; and
  - A certification that the information provided to the Treasury in response to the above items is complete and accurate in all materials respects. Only after receiving this information will the Treasury determine whether organizational conflicts of interest prevent the Contractor from supporting the Treasury in the specific matter.
3. Failure to make full and timely disclosure of actual or potential conflicts of interest, or matters that may present the appearance of a conflict, as well as failure to comply with 31 C.F.R. Part 31 or Treasury conflicts of interest policies and procedures are extremely serious matters. Such failures may subject the Contractor to corrective action including but not limited to: (i) refusal to waive a conflict; (ii) termination for default; (iii) debarment of the contractor from federal contracting; (iv) referral to the appropriate state licensing authorities; and/or in appropriate cases (v) civil or criminal actions.
  4. It is solely within the discretion of the Treasury to determine whether or not a conflict of interest exists and whether any mitigation plan submitted by the Contractor avoids or mitigates a conflict. Even the appearance of a conflict may result in the denial of a waiver or other appropriate actions. In the event that matters are transferred to another contractor or entity pursuant to the corrective actions listed above, the Contractor is expected to follow Treasury policies and procedures and to cooperate fully in the orderly transfer of such matters.
  5. In addition to complying with 31 C.F.R. Part 31 and any other applicable restrictions, the Contractor will: (1) not represent or advise any parties against the United States in any matter that is the subject of or related to this work during the term of the contract and after the end of performance; and (2) have all professional staff assigned to work under this contract receive conflicts training in consultation with the OFS Compliance Office. Individuals assigned to work under this contract shall not provide any services related to the Troubled Asset Relief Program (TARP) to any party during the time the individual is performing work for Treasury.
  6. No later than 10 business days after the effective date of this award or any revision to this statement of work, the Contractor shall (i) obtain and review the submissions required by 31 C.F.R. §31.212 for personal conflicts of interest, and (ii) certify in writing to the Treasury that all such individuals have no personal conflicts of interest, or are subject to a mitigation plan or waiver approved by the Treasury. The Contractor agrees not to permit any such individual to perform work under this contract with respect to any institution or related entities of such institution with

which such individual has disclosed a personal conflict of interest pursuant to 31 C.F.R. §31.212, absent obtaining the Treasury's prior consent. In making this determination, the Contractor may rely on the information obtained pursuant to 31 C.F.R. §31.212(b), unless the Contractor knows or should have known that the information provided is false or inaccurate.

7. The Contractor agrees to provide to Treasury the initial certifications required pursuant to 31 C.F.R. §31.211(d), 31.216(b) and 31.217(c)(5) prior to executing an arrangement, and the initial certification pursuant to 31 C.F.R. §31.212(d) within ten (10) days of executing the arrangement.
8. The Contractor shall include this clause in all subcontracts, consultant agreements, and lower tier subcontractors unless a waiver is requested from, and granted by, the CO.
9. If the Treasury issues additional regulations or guidelines on conflicts of interest under the TARP Conflicts of Interest Final Rule, the Contractor and the Treasury will negotiate in good faith to include appropriate provisions in Contractor's Amended COI Mitigation Plan to address those additional regulations or guidelines.

#### **N. Key Personnel**

1. The following individuals are designated as key personnel:

LABOR CATEGORY	NAME
Project Manager	Emmanuel Agribwa

2. The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. During the first ninety days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.
3. All proposed substitutes shall meet to exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least thirty days in advance of the proposal substitution. Such notification shall include:
  - a. An explanation of the circumstances necessitating the substitution;
  - b. A complete resume of the proposed substitute;
  - c. Any other information requested by the Contracting Officer to enable judgment of whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.



#### **O. Nonpayment for Unauthorized Work**

No payments will be made for any unauthorized supplies or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a warranted Contracting Officer. Only a warranted Contracting Officer is authorized to change the specifications, terms, or conditions of this contract.

**Attachment A**  
**PERFORMANCE WORK STATEMENT**

**Portal Services**  
**OFS Portal Assessment, Development and O&M**

**1. Background**

The Emergency Economic Stabilization Act of 2008 established the OFS to manage the Troubled Asset Relief Program (TARP), a temporary program to respond to the financial crisis. Through TARP, Congress granted OFS the ability to purchase and insure troubled assets in the auto, banking, credit, and mortgage industries. The Act also requires the program to undergo extensive oversight and reporting requirements. The special and urgent mission of OFS as a result of the crisis demanded unique custom-developed IT solutions to be created, implanted and supported.

In support of the mission, in 2009 OFS decided to incorporate Microsoft collaboration, document management, workflow and reporting tools into its core application architecture to provide technical capabilities that are important to the work of OFS. Key OFS needs include:

- Maintain the portal that provides for OFS (intra)net-centric operations in an information-sharing environment using a service-oriented architecture.
- Develop, track, control, store and search the store of documents that are developed in the course of OFS business. Examples include legal document production; correspondence, contracts, audit and oversight responses
- Create, maintain and track various workflows managed by the business. Examples include managing FOIA requests; audit/oversight assignment and tracking and various compliance activities.
- Report out on OFS data, render data graphically and provide professional quality reporting packages for CIO presentations.
- Ability to store and manage structured data, like trading activity, pricing and master lists. The ongoing development, maintenance and support of the Acquisition Management Solution is included in this work.
- OFS is currently in its wind-down phase of operations and its requirements are expected to continue to trend downward over the course of this task. During the course of this operation, OFS management will be continually reviewing the program and re-aligning its operations to right-size the organization and its processes to its mission. Additional efforts will be taken to wind-down and decommission existing technology tools, including Microsoft collaboration ones.



## **2. Scope**

Operate and maintain the OFS Portal and custom solutions built on the OFS portal, assist in the development of new technical solutions and maintain current ones. Help OFS work with Departmental Offices (DO) IT and ECM partners to maintain optimal performance of the portal, while meeting DO technical requirements and finally, assist OFS in the wind down, by managing associated technical solutions and processes in the OFS portal to their retirement, including assistance with the actual retirement of OFS portal tools.

### **3.1 Operate and Maintain Portal**

Items under 3.2 remain in effect as the Portal evolves in the ECM space. Operation and maintenance of base SharePoint and Nintex software is the responsibility of ECM. The Contractor shall follow ECM standard operating procedures for deployment of OFS created solutions to the ECM based Portal. The Contractors' primary responsibilities regarding operation and maintenance of the OFS Portal on ECM include:

- End user support;
- Maintenance of existing OFS components on the ECM SharePoint 2013 portal;
- Acting as a liaison to the ECM Technical Team;
- Provide technical assistance to users on ECM Record Center toolset (subject to 3.2 Service Hours & Service Prioritization/Development);
- Supporting OFS required involvement in the ECM SharePoint 2013 (subject to 3.2 Service Hours & Service Prioritization/Development);
- Supporting OFS required involvement in the ECM SharePoint 2016 migration effort when initiated by ECM (subject to 3.2 service hours and service prioritization/development);
- Small development and enhancements to the Portal and AMS, subject to Government approval of vendor project plan before work begins, limited by available resources, and prioritizing and leveraging existing features on the ECM platform (see 3.2 Service Hours & Service Prioritization/Development).

OFS plans to retire many of the existing portal tools and solutions and this work will include the analysis of any applicable regulations and other considerations, planning, archiving, and any other related activities.

### **3.2 Service Hours & Service Prioritization.**

The priority under this PWS is to provide general end user support and AMS support.

General End User Support: Support hours are between 8 AM and 5 PM Monday thru Friday and should be completed during these hours. Activities coming to the desk are to be executed during these normal hours. An item that comes in at the end of the day that cannot be completed by end of normal hours will be picked up the following day. This is applicable to the work in this PWS with the exception of necessary After-Hours Work.

Government Required After Hours Work: After hours support will be scheduled in advance. When after-hours support is scheduled, normal work schedules may be reduced/shifted to avoid over-time. After hours work will be on an as needed basis for deployments to ECM. After hours work should be limited to AMS, Barista, Barista-dependent solutions and new products (via internal development).

Emergency Work: While not anticipated, when emergency work is requested, normal work schedules may be reduced/shifted to avoid over-time.

AMS Development: Work associated with AMS will be directed by OFS Management. AMS development will be based on an Agile development model that is already in place. Work will include planning for and assisting with the retirement of AMS.

Non-AMS Development: The contractor may be tasked to execute enhancements and new development for the Portal as well as the retirement of existing Portal tools. Contractor will estimate completion date based on the following assumptions: estimate should be based on a 40-hour work week and no overtime and estimate should deduct anticipated maintenance load for the Portal. With the exception of break-fix efforts, all development will be approved and prioritized by the government before development begins. Resource conflicts and prioritization will be addressed by OFS Management as well, but only after all operational and support needs have been addressed first. To the extent that unforeseen maintenance needs increase during the estimating period, OFS Management will grant an extension on the estimate.

### **3.3. Task Order Project Plan**

The Contractor shall prepare a Task Order Project Plan (TOPP) that will address, but is not limited to, the analytical approach describing the process by which tasks will be performed, key outcomes and deliverables produced, a work breakdown structure, organizational resources and management controls to be employed to meet cost, schedule and performance requirements throughout Order execution. The Contractor shall provide an updated TOPP within five (5) business days after award as a contract deliverable that will be subject to review and written approval by OFS. Two (2) business days after the draft TOPP is submitted, the COR will provide written comments on the draft TOPP to the Contractor. The Contractor will incorporate any changes to the TOPP and submit a final version three (3) business days from receipt of the government comments, unless a different delivery schedule is proposed by the Contractor and accepted by the COR. The Contractor shall provide weekly status reports, monthly results reports and budget summaries that reflect work plan activities and outcomes.

### **3.4 Program/Project Management**

OFS requires high quality, systematic program/project management as a factor in the accomplishment of planned program/project objectives and the realization of projected benefits. Project management has two tightly linked components, a business and a technical component. The business component focuses on project initiation and justification, project planning and control, and project evaluation and closeout. The technical component deals with requirements definition; technical design; development; and testing, installation and operation of hardware and software assets.

The Contractor shall be responsible for the day-to-day management of the project and delivering the means, methods and resources to meet the contract end requirements and the intermediate requirements that the COR determines are value added and necessary to achieve project success. This can be achieved by the Contractor identifying project management tools acceptable to the COR and may include projects aimed at retiring technical tools.

### **3.5 Knowledge Management**

Knowledge Transfer to OFS – The Contractor shall work throughout the period of performance with designated OFS personnel to share the design, configuration, administration and implementation specifics for the SharePoint Portal. The designated OFS personnel shall be capable of understanding technical information and property which shall be provided by the Contractor in support of this task.

### **3.6 Cooperation/Coordination with Other Contractors**

There may be multiple contractors (i.e. from more than one contract vehicle and/or company) supporting OFS and tasked to work on related activities. The contractor shall work with these other contractors as required to accomplish Government requirements, goals, and objectives as efficiently and effectively as possible. This may include, but is not limited to, sharing or coordinating information resulting from the work required by this PWS or previous Government efforts, and/or working as a team to perform tasks in concert.

### **3.7 Quality**

Over the past decade, the Federal Government has mandated higher standards of quality through a series of initiatives (e.g., Government Performance and Results Act (GPRA), Clinger-Cohen Act, etc.). To that end, the Government expects the Contractor to propose and implement an IT project team that supports the highest level of quality. The Contractor shall establish a quality element within its organization that ensures compliance with applicable Federal mandates, contractual performance standards, and industry best practices. The Contractor shall consider as part of its quality program a number of standard approaches toward quality such as the International Standards Organization (ISO) and Systems Engineering Institute/Capability Maturity Model (SEI/CMM) processes.

## **4. Intellectual Property Rights**

The Portal and all artifacts of its design and delivery are considered property of the US Government and not intellectual property of the Contractor. The Government retains Government Purpose License Rights and may make OFS portal web-parts, (sub) sites or other functionality or design ideas available to others for re-use.

## 5. Deliverables Table

Deliverable Number	Task Ref#	Deliverable	Due Date
		<b>Project and Task Order Management</b>	
5.1	3.2	Weekly Status Reports	Provide every Friday by close of business beginning after Orientation Briefing
5.2	3.2	Monthly Results Report and Budget Summary	Provide on the 20 <sup>th</sup> of each month beginning after Orientation Briefing
5.3	3.3	Task Order Project Plan (TOPP)	Submit a draft within five (5) business days after TO award. Submit a final version three (3) business days from receipt of Government comments.
		<b>Portal Assessment and Strategy</b>	
5.4	3.1	Performance Metrics Plan	Submit thirty (30) calendar days after Orientation Briefing
5.5	3.1	Records Management Application Standards Plan	Submit thirty (30) calendar days after Orientation Briefing
5.6	3.1	Updated Work Plan: Process by which tasks will be performed, key outcomes and deliverables produced, a work breakdown structure, schedule and staffing.	Submit a draft thirty (30) calendar days after orientation briefing. Submit a final version five (5) business days from receipt of government comments.
5.7	3.1	Portal wind-down plan including analysis, planning, milestones and deliverables, and a timeline.	As required
		<b>OFS Portal with Systems Development Lifecycle Deliverables</b>	
5.7	3.2	Requirements Analysis Document	Due date as agreed upon by the contractor and COR.
5.8	3.2	Architecture Design Document	Due date as agreed upon by the contractor and COR.
5.9	3.2	User Acceptance Testing, Feedback and Results – Summary Report	Due date as agreed upon by the contractor and COR.
5.10	3.2	Functionality and 508 Compliance Testing and Results	Due date as agreed upon by the contractor and COR.
5.11	3.2	Training and Materials	Due date as agreed upon by the contractor and COR.
		<b>Operations and Maintenance (O&amp;M) Services</b>	



Deliverable Number	Task Ref#	Deliverable	Due Date
5.12	3.3	Operations and Maintenance Services and Support Plan	Due date as agreed upon by the contractor and COR.
5.13	3.3	Change Control and Standard Operating Procedures	Due date as agreed upon by the contractor and COR.
5.14	3.3	Updated taxonomy document/spreadsheet	Due date as agreed upon by the contractor and COR.
5.15	3.3	Updated security/user roles/access rights/privileges documents	Due date as agreed upon by the contractor and COR.
5.16	3.3	Support for retiring tools and processes including analysis, planning, documentation, and archival related work.	As required

## 6. Performance Requirements

Ref #	Task Area/Task	Performance Standard	Maximum Allowable Degree of Deviation from Requirement (AQL)	Method of Surveillance
6.1	Project documents for government review	Accurate and complete project documents shall be delivered to the COR on the agreed-upon delivery date.	Not more than 5% of requested documents will fail to meet the agreed upon delivery date. No more than 5% of documents will be returned for re-work due to inaccuracies or incompleteness.	100% COR review
6.2	Portal prototyping	Functionality provide by the business users shall be delivered via the OFS Portal on the agreed-upon delivery date.	Not more than 2 times shall requested functionality fail to be delivered or meet the agreed upon delivery date. No more than 2 web-parts or in-flight prototypes are to be returned for re-work due to incompleteness.	100% end-user and COR review
6.3	Contractor SharePoint project site for delivery and maintenance of	Maintenance of accurate and complete paper and electronic files; file	No more than 5% of files will be incomplete.	Periodic COR inspection

Ref #	Task Area/Task	Performance Standard	Maximum Allowable Degree of Deviation from Requirement (AQL)	Method of Surveillance
	electronic files or paper copies as needed for all assigned work	documents shall be placed in the Contractors SharePoint site within 2 business days of the creation of the document.		

#### 7. Period Performance

Base Year: 7/29/2019 – 4/28/2020

Option Year 1: 4/29/2020 – 4/28/2021

Option Year 2: 4/29/2021 – 4/28/2022

#### 8. Work Location and Travel

The Contractor will work at OFS at staffing levels required to engage in person with customers or for reasons of effectiveness. Beyond this activity, the Contractor shall work off-site. OFS is located at 1801 L St NW, Washington DC. Travel is not authorized.

#### 9. Government Furnished Property

Materials, equipment, software, support, and facilities will be provided by the government for on-site personnel only. Remote access to the Treasury network may be provided for Contractor personnel required to perform work off-site.

The government furnished property (materials, equipment, and/or information) will be provided in conjunction with required performance under this procurement as determined by agreement between the OFS and the Contractor. Specific GFM required by the Contractor is detailed below. At the written request of the Government, the Contractor will immediately return any property provided by the Government for the Contractor's use to complete the assigned tasks under this contract. If not requested, the Contractor will continue to abide by FAR Part 45 until completion of the contract. The COR will arrange meetings, acquire contact numbers for OFS subject matter experts as needed, and provide access to Government information and subject matter documentation. The Government will provide the following property for the Contractor's use while performing under the contract:

##### Government Furnished Materials

- Supplies, as needed
- Government Identification Badge, as needed
- Building pass, as needed

##### Government Furnished Equipment

- Common Operating Environment (COE) workstation, as needed
- Telephone with voicemail, as needed
- Intranet and email access



- Office space, as needed.

Government Furnished Information

- Access to policies and procedures, as needed