

## DEPARTMENT OF THE TREASURY BUREAU OF THE PUBLIC DEBT PARKERSBURG, WV 26106-1328

August 27, 2009

GRA, Inc Attn: 2317 Falling Creek Road Silver Spring, MD 20904-5208

Dear .

We are enclosing a copy of task order TPD-SIG-09-K-00009 for HR Support Services to be provided to the Special Inspector General for the Troubled Asset Relief Program.

The designated Contracting Officer's Technical Representative (COTR) will be letter designating her as COTR and outlining the extent of his authority is also enclosed.

may be reached at the letter designating her as COTR and outlining the extent of his authority is also enclosed.

will be the Government's contact for contract administration. She may be reached as follows:

Bureau of the Public Debt Division of Procurement 200 Third Street, Avery 5<sup>th</sup> Floor Parkershurg, WV 26101

Phone Email.

The Contracting Officer is Aaron White. Mr. White can be reached at

If your contract administrator will be other than yourself, please provide the name, address, and phone number of this individual.

Sincerely,

Aaron White Contracting Officer

**Enclosure** 

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19 TEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	PERIOD OF PERFORMANCE:				
	BASE YEAR: 09/07/2009 - 09/06/2010				
	OPTION YEAR I: 09/07/2010 - 09/06/2011				
	OPTION YEAR II: 09/07/2011 - 09/06/2012				
	THE FOLLOWING HR SUPPORT SERVICES SHALL BE				
	PERFORMED IN ACCORDANCE WITH THE ATTACHED				
	PERFORMANCE WORK STATEMENT (PWS) AND GSA SCHEDULE				
	GS-22F-8084H.				
	Accounting Info:				
	Period of Performance: 09/07/2009 to 09/06/2012				
			15/1, 2		
01	Base Year:				254,616.00
	Firm Fixed Price for Human Resources Support				
	Services in Accordance with the Attached				
	Performance Work Statement.				
	To Provide the				
	Following Labor Categories:				
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ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS RECEIVED INSPECTED NOTED: 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c, DATE 32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 321 TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE 33. SHIP NUMBER 34 VOUCHER NUMBER 35. AMOUNT VERIFIED 36. PAYMENT 37. CHECK NUMBER CORRECT FOR COMPLETE PARTIAL | FINAL PARTIAL FINAL 38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 42a. RECEIVED BY (Print) 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b. RECEIVED AT (Location)

42c DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

REFERENCE NO. OF DOCUMENT BEING CONTINUED PAGE CONTINUATION SHEET GS-22F-8084H/TPD-SIG-09-K-00009 3 14

NAME OF OFFEROR OR CONTRACTOR

GRA INC.-1

TEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 09/07/2009 to 09/06/2010			AND THE RESERVE	
002	Option Year I: Firm Fixed Price for Human Resources Support Services in Accordance with the Attached Performance Work Statement.				0.00
	Provide the				
	Following Labor Categories: One (1)				
	One (1)				
	Amount: \$254,616.00(Option Line Item) Period of Performance: 09/07/2010 to 09/06/2011				
003	. Option Year II: Firm Fixed Price for Human Resources Support Services in Accordance with the Attached Performance Work Statement.				0.00
	Following Labor Categories: One (1)				
	Amount: \$254,616.00(Option Line Item) Period of Performance: 09/07/2011 to 09/06/2012				
	INVOICING SHALL BE MONTHLY IN ARREARS				
	THE ATTACHED SUPPLEMENTAL CLAUSES APPLY TO THIS ORDER.				
	The total amount of award: \$763,848.00. The obligation for this award is shown in box 26.				
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		* II 7 A L			
V 7540-01-	152,8087				OPTIONAL FORM 336 (4-86)

## **GSA Supplemental Clauses**

# 1052.201-70 Contracting Officer's Technical Representative (COTR) Appointment and Authority (Deviation) (APR 2004)

- (a) The Contracting Officer's Technical Representative will be the can be reached at
- (b) Performance of work under this contract must be subject to the technical direction of the COTR 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, 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 specification(s)/work statement. The COTR does not have authority to issue technical direction that:
  - (1) constitutes a change of assignment or additional work outside the 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 COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.
- (e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.
- (f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

# ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2008)

#### PAYMENT INFORMATION:

Receive a free email notice of your electronic payment. Register at www.ipp.gov.

#### **OVERPAYMENTS**

In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

#### **MARKING OF SHIPMENTS:**

Please ensure that the order number (Block 4) is clearly visible on all shipping/service documents, containers, and invoices.

### **INVOICES**

Invoices shall be submitted electronically to the e-mail address shown in Block 18a, page 1. Protected Microsoft Excel files are the preferred format; however, Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are also acceptable. For payment and invoice questions contact Accounting Services Division at (304) 480-8300.

# 52.204-9 Personal Identity Verification of Contractor Personnel (Sept 2007)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

# 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 thirty (30) days prior to the contract expiration date.

# 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) 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 thirty-six (36) months.

#### Contract Term

This contract consist of a base period and two option periods, as shown below:

Base Period:

09/07/2009 through 09/06/2010

Option Period I:

09/07/2010 through 09/06/2011

Option Period II:

09/07/2011 through 09/06/2012

NOTE: The Government may extend the term of this contract up to a six (6) month to make the total term of the contract forty-two (42) months (if necessary).

## **Past Performance Evaluation**

This contract is subject to a performance evaluation. Following the end of each contract period and at contract completion, a completed Government evaluation shall be forwarded to the Contractor. The Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Bureau Chief Procurement Officer (BCPO). The final evaluation of the Contractor's performance is the decision of the BCPO. A copy of the final performance evaluation report will be sent to the Contractor and to the Government's past performance database at www.ppirs.gov.

# Performance Work Statement Human Resources Support

#### 1. INTRODUCTION

The Office of the Special Inspector General for the Troubled Asset Relief Program (SIGTARP) was created by Section 121 of the Emergency Economic Stabilization Act of 2008 (EESA). Under EESA, SIGTARP has the responsibility, among other things, to conduct, supervise, and coordinate audits and investigations of the purchase, management, and sale of assets under the Troubled Asset Relief Program (TARP). The Special Inspector General, Neil M. Barofsky, was confirmed by the Senate on December 8, 2008, and sworn into office on December 15, 2008, marking the beginning of the agency. The Operations Division is responsible for providing all administrative support services (human resources, information technology, financial management, acquisitions, facilities, etc) for the SIGTARP agency while building the organization's operational and administrative support infrastructure, policies and procedures from the ground up.

SIGTARP's Human Resources (HR) staff provide consultative services and solutions in the areas of staffing, classification, position management, performance management, employee relations, benefits and entitlements to SIGTARP managers, supervisors and employees; strive to work efficiently and effectively to improve internal business operations in order to attract and retain an effective workforce, and provide accurate and timely HR services to management, supervisors and the workforce.

### 2. PERIOD OF PERFORMANCE

All work and services required hereunder shall be completed during a one year base period with 2 (1) one-year option periods.

#### 3. SCOPE OF WORK

Under this task order, the contractor shall work with the SIGTARP Operations Division to provide HR Program Management services. The Contractor shall provide a Program Manager who has sufficient experience, education, training, and skills to meet the requirements specified in the SOW. All contractor employees shall sign a Non-Disclosure Form.

Types of tasks that may be performed:

# Personnel Management Specialist

- Provide guidance to managers and supervisors on staffing, recruitment, classification and performance management issues.
- Assist in developing HR Policies and Procedures
- Assist in the management of the SES Program to include recruitment, classification and performance management
- Provide advice to supervisors/mangers on employee relations issues.

- Provide information to employees to promote a better understanding of management's goals and policies. Information is also provided to employees to assist in correcting poor performance, misconduct, and/or to address personal issues that affect them in the workplace.
- Conduct assessments of organizational skills which identifies in a comprehensive manner organizational skill mix and the gaps which exist between the current and the future agency skill needs. This will involve survey instrument(s) which must be developed and administered to SIGTARP employees. The assessment must address major skill areas of interpersonal, conceptual, leadership, teaming, oral and written communications, computer use, conflict resolution, supervisory and managerial and non-safety related skill needs by each grade level and/or profession.
- Conduct focus group meetings with employees.
- Prepare reports including recommendations.
- Provide Program Management support by planning and conducting surveys/and or research
  and identifying issues of contemporary and future impact and assessing the effectiveness of
  program operations.
- Assist in the development of a SIGTARP Workforce Plan.
- Provide oversight of the Performance Management Program.

## Location of tasks performed:

- Performance of on-site duties will take place in Washington D.C.
- For onsite personnel, the Government shall provide all required facilities and equipment, without cost to the Contractor, including, desks, chairs, cabinets, computer hardware and software, and work stations, necessary to accomplish and support the efforts stated herein. The Government shall also provide reasonable office or other supplies that are necessary to the performance of a task.
- For work not performed on-site at the Government facility, the contractor will provide all necessary office space, furnishings, supplies, hardware, and software.
- Contractor will attend all meetings onsite at locations determined by the Assistant Deputy Special Inspector General for Operations

### 4. DELIVERABLES

All written deliverables shall be phrased in plain language. Statistical and other technical terminology shall not be used without providing a glossary of terms. All written deliverables shall be furnished in both paper and electronic formats using MS Office Professional Suite, Project, Visio or a combination of these tools.

Where a written milestone deliverable is required in draft form, SIGTARP will complete their review of the draft deliverable within ten business days from date of receipt. The contractor shall have five business days to deliver the final deliverable from date of receipt of the SIGTARP's comments.

# Deliverables include, but are not limited to, the following:

- o Samples of existing federal and private regulations and policies;
- o Drafts of HR policies, guidelines, templates or procedure documents on a variety of subjects pertinent to the operation of a federal agency for federal staff to review and provide comment; Reports on suggested and adjudicated edits and comments;

- o Revisions and edits on policies and procedures;
- o Revised documents for final approval and publication;
- o Assessments of organization skills as required; and
- o A system of and reports on HR policies, guidelines, templates and procedures needed, research on program operations, focus group activities, and employee surveys, in progress and published, due monthly within 10 days after the end of reporting month.

Unless otherwise specified above, due dates for deliverables will be determined at time of task assignment based upon mutual agreement of the COTR and Contractor.

No assigned task shall have a due date past the last day of the period of performance.

# 5. KEY PERSONNEL REQUIREMENTS

SECURITY CLEARANCE. All contractors assigned to this contract must be able to obtain the standard NACI security clearance.

Potential key personnel assigned to these tasks should posses at a minimum, 10 years of experience working in the subject area.

# Personnel Management Specialist

- Skill in Staffing and Recruitment
- Skill in Classification
- Skill in Position Management
- Knowledge of the major issues, program goals and objectives, and principles of continuous improvement and reengineering and relationships with human resources programs.
- Comprehensive knowledge of a wide range of governing human resources regulations, policies and procedures in order to develop, evaluate and assist with recruitment and position management issues.
- Knowledge of statutory, legislative, and employee relations regulatory limitations in order to identify impediments and recommend corrective actions.
- Comprehensive knowledge of a wide range of governing human resources regulations, policies and procedures in order to develop, evaluate and assist with continuous improvement and reengineering initiatives and actions.
- Knowledge must include working knowledge of statutory, legislative, and human resources regulatory limitations in order to identify impediments and recommend corrective actions to facilitate continuous improvement and reengineering efforts.
- Skill in Training and Development.
- Knowledge of the major issues, program goals and objectives, and principles of continuous improvement and reengineering and relationships with training and development programs.
- Knowledge of analytical and evaluative methods and techniques covering complex functions and their application to reengineering in order to independently complete a variety of continuous improvement and reengineering projects/actions.

# 6. Homeland Security Presidential Directive-12 (HSPD-12)

The Contractor is required to meet Homeland Security Presidential Directive-12 (HSPD-12), mandated by the Department of the Treasury Acquisition Bulletin (AB) No. 05-12 – October 26, 2005. Homeland Security Presidential Directive-12 Clause is mandated by the Department of the Treasury Acquisition Bulletin (AB) No. 05-12 - October 26, 2005. The Contractor shall participate and comply with Treasury and SIGTARP Personal Identity Verification Processes (PN), that implements Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standard (FIPS) 201. The Contractor shall insert this provision in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

# 7. Quality Control Plan (QCP)

The Contractor shall develop and maintain a quality control plan to ensure services are performed according to the Performance Work Statement (PWS). The plan shall be submitted for the Contracting Officers approval with the Contractors proposal. The Contractor shall implement procedures to identify, prevent, and ensure non-recurrence of defective services.

The Contractors quality control plan shall include these elements:

- Performance objectives in the Performance Requirements Summary (PRS);
- Method and timeframe for responding to customer complaints;
- Progress meeting with Government representatives, when necessary.

# 8. Quality Assurance Surveillance Plan

The Government will periodically evaluate the Contractor?s performance in accordance with the Quality Assurance Surveillance Plan (QASP) to be submitted by the COTR upon receipt of the QCP. The purpose of the QASP is to ensure reliable, uninterrupted services are provided in accordance with the Performance Work Statement.

The Governments QASP includes the following elements:

- Acceptance of the Contractors Quality Control Plan;
- Periodic inspection of the Contractors work;
- Communicating customer complaints; &
- Progress meetings with the Contractor, when necessary.

The implementation of this QASP does not relieve the Contractor of the responsibility to implement and abide by the Quality Control Plan incorporated into the contract. At the Contracting Officer's discretion, the Contractor may incur negative past performance comments for lack of compliance with the Quality Control Plan. Additional performance requirements will be addressed at the individual task order level.

## 9. Methods of Surveillance - Random Evaluation

This method employs a spot check style of evaluation and may be adjusted, based on quality trends. The Government retains the right to inspect all requirements of the contract. Unacceptable performance will

be recorded and the Contractor shall be required to correct the unacceptable condition within a 24-hour time period. If the Contractor does not correct the unacceptable condition within 24-hours, the COTR

will notify the Contracting Officer who will take appropriate administrative action for unacceptable performance.

### 10. Contract Administration

In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the CO be effective or binding upon the Government. The CO is the only person authorized to make or approve any changes in any of the requirements of this contract and, notwithstanding any provisions contained elsewhere in this contract, that authority remains solely with the CO. Should the Contractor make any changes at the discretion of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in the costs incurred as a result thereof.

#### 11. Non-Personal Services

This contract is a non-personal service contract as defined in Federal Acquisition Regulation 37.1101. Therefore, it is understood and agreed that the personnel assigned to this order: (1) shall perform the services specified herein as independent Contractors, not as employees of the Government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility complying with all technical requirements or constraints attendant to the performance of this order; (3) shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but (4) shall, pursuant, to the Governments right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer (CO).

# 12. Government Furnished Equipment, Information, and Materials

The following Government furnished property (material, equipment, and/or information) will be provided through the duration of this contract:

- Office with standard office furniture & equipment (i.e. desk, chair, computer and associated software, access to a printer and copier, etc);
- Appropriate work space and access to systems, as needed;
- Other software tools, as needed.

As determined by mutual agreement, the Government will provide additional equipment, information, and materials that may be required in the performance of each task. At the request of the Government, the Contractor shall immediately return any Government furnished information.

## 13. HOURS OF WORK

Services are to be provided during normal operating hours. Normal duty hours are 7:00 AM to 5:30 PM, Monday through Friday, with the exception of federally observed holidays.

### 14. FEDERAL HOLIDAYS

Except as specified by the Contracting Officer (CO), services shall not be required on the following Federal holidays: New Year's Day, Memorial Day, Veterans Day, Presidential Inauguration Day, Independence Day, Thanksgiving Day, Martin Luther King Jr. Day, Labor Day, Christmas Day, Presidents Day, Columbus Day.

# 15. UNFORESEEN GOVERNMENT FACILITIES CLOSURES – WORK AT GOVERNMENT FACILITY

In the event of an unforeseen partial day closure of a Government facility, the Government will notify the Contractor within one hour after notification of the facility closure is received.

Deliverable	Performance Standard	Monitoring Method	Positive or Negative Past Performance Unacceptable performance may require the Contractor to re-perform work at no additional cost to the Government.  Positive or Negative Past Performance Unacceptable performance may require the Contractor to re-perform work at no additional cost to the Government.				
Position management advisory services, reviews and evaluations as stated in Section 3.0 of the PWS.	95% Completion of All Contractor Requirements	Random Evaluation					
Staff advisory services as stated in Section 3.0 of the PWS.	95% Completion of All Contractor Requirements	Random Evaluation					
Training services as stated in Section 3.0 of the PWS.	95% Completion of All Contractor Requirements	Random Evaluation	Positive or Negative Past Performance Unacceptable performance may require the Contractor to re-perform work at no additional cost to the Government.				
Assist with special projects as stated in Section 3.0 of the PWS.	95% Completion of All Contractor Requirements	Random Evaluation	Positive or Negative Past Performance Unacceptable performance may require the Contractor re-perform work at no additional cost to the Government.				
Provide policy recommendations to the Office of Human Resources as stated in Section 3.0 of the PWS.	95% Completion of All Contractor Requirements	Random Evaluation	Positive or Negative Past Performance Unacceptable performance may require the Contractor to re-perform work at no additional cost to the Government.				