

# PERFORMANCE WORK STATEMENT

## Scientific, Technical and Advisory Services

### 1. BACKGROUND AND INTRODUCTION:

A. The Department of the Interior (DOI), United States Fish and Wildlife Service (USFWS) requires contractor support to conduct a variety of scientific activities. Many of these activities include scientific peer review of information (documents, data, models, study plans, proposals, and other forms of scientific information); preparation and/or editing of environmental documents under the National Environmental Policy Act (NEPA); field surveys; hypothesis testing field research studies; facilitating management of scientific data; analysis of data; development and testing of scientific models; gathering and synthesis of information, literature or cartography; preparation of reports; organization and conduct of public meetings; and other activities in the conservation science work flows. In conjunction and coordination with USFWS, these services may be required and extended to other Department of Interior (DOI) Bureaus.

B. As a result of the Office of Management and Budget's (OMB) "Final Information Quality Bulletin for Peer Review" (2005), the USFWS's Information Quality Act Guidelines (<http://www.fws.gov/informationquality/>), and other guidance in the Department of the Interior (DOI), the demand for peer review of documents used by USFWS and other DOI Bureaus (henceforth referred to as DOI) to support important decisions has been difficult to predict but should increase over time. From FY 2005 through FY 2010, the DOI conducted 201 peer reviews of influential or highly influential information, about 40 per year. Statistics were not collected prior to that time period. A total of 86 peer reviews were conducted by the DOI for the time period, FY 2012 through FY 2015 (about 22 per year). Many of the recent peer reviews consisted of letter reviews; however, the DOI also convened scientific review panels to review scientific documents and all best available information, theories, conclusions, and methods and to engage in structured deliberations that produced new information or reports that would support the agency's decision making.

C. In addition, there is an increasing demand to gather, evaluate, and provide a synthesis of information on topics such as species status or other natural resources topics, all to be done in compliance with applicable, established scientific protocols and formats. The DOI expects these demands to increase in the future and thus, is seeking scientific and technical services to assist in meeting this and the associated workload.

### 2. DESCRIPTION OF SERVICES/CAPABILITIES:

A. This Performance Work Statement is intended to obtain the management of a range of scientific review processes. Listed below are types of work or products that are representative of the capabilities needed by the Contractor (such contracted services would be accomplished via Call to this BPA). Relative to, but not limited to, specific DOI programs, they include the following:

#### 1) Scientific Peer Review and Scientific Information Synthesis

- a) Review of documents (models, data, proposed rulemakings such as listings, scientific papers, status reviews, management plans, recovery plans, biological opinions, etc.), usually resulting in a report in letter form from each reviewer.

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- b) Expert panel review of key documents of all available information, which may include meetings with scientists, agency personnel and the public, and culminates in a written report summarizing and evaluating the best available information to DOI.
- c) Scientific or technical services to gather, evaluate, and synthesize the best available information/data on a scientific topic resulting in a report to DOI, accompanied by the data compiled and utilized.
- d) Assimilation of existing research data and/or new data gathered through field surveys or studies, literature searches, etc., and production of a report with analysis, findings and conclusions.
- e) An ongoing program of reviews of longer-term science programs (e.g., a species recovery program or research and monitoring effort). Reviewers may periodically be assembled to conduct a review of the entire science program or a portion thereof, or a standing review panel is asked to periodically review the science program or portion thereof. These reviews would culminate in a written report to DOI.

#### 2) Endangered Species

- a) Program reviews of operations for particular species for efficiency and effectiveness of expenditures, results and/or continuation of activities, in relation to Recovery Plan goals.
- b) Assisting DOI in preparing rulemaking determinations of listing status of Endangered or Threatened under the Endangered Species Act (ESA), with USFWS retaining all decision-making authority.
- c) Development and/or update of Recovery Plans (all or in part) for listed species.
- d) Evaluation of habitat needs for Critical Habitat designation under the ESA.
- e) Species status reviews, including field research/studies/surveys (gathering all species status information such as biological background information, taxonomy, distribution, abundance, trends, potential threats, consideration of risk, etc.), aerial and/or ground surveys, hypothesis testing, data analysis, 5-year reviews of species already listed, and report preparation.
- f) Preparation of Environmental Assessments (EA), Environmental Impact Statements (EIS), and documents to comply with NEPA, including organizing public meetings; preparation of associated records; and collection, analysis and response to public inquiries and comments.
- g) Post-delisting monitoring, including development of a post-delisting monitoring plan.
- h) Preparation/development of draft Habitat Conservation Plans (HCP) and Conservation Frameworks on impacts to species.
- i) Effects analyses as part or all of a Biological Opinion.
- j) Geographic Information Systems (GIS) studies and analyses.
- k) Climate change step-down modeling (relative to distribution of specific species).
- l) Conducting a Population Viability Analysis.

#### 3) Migratory Birds

- a) Documentation, data checking, and data input for historical surveys.
- b) Database development and data management for new surveys.
- c) Drafting/updating standard operating procedure documents for survey conduct, analysis, and data storage.
- d) Programming to update existing wildlife survey software.

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- e) GIS support, including creating electronic spatial data information for historical surveys and planning new surveys.
- f) Development of training materials for survey observers, and teaching of training modules for survey observers.

#### 4) National Wildlife Refuges

- a) Gathering and analyzing biological data and information from various sources for development of a National Wildlife Refuge (NWR) plan, Comprehensive Conservation Plan (CCP), Land Protection Plan (LPP), Habitat Management Plan (HMP), and/or Landscape Conservation Design (LCD).
- b) Collecting, analyzing, interpreting, and synthesizing the data and information necessary for the development and implementation of NWR inventory and monitoring programs.
- c) Preparation of NEPA documents (e.g., EAs and EISs), including organizing public meetings; preparation of associated records; and collection, analysis and response to public inquiries and comments.

#### 5) Landscape Conservation Cooperatives (LCCs)

- a) Scientific expertise to compile and/or analyze natural resource/conservation issues across all DOI programs, in the broad categories of species risk and vulnerability assessments, inventory and monitoring, population and habitat assessments, biological planning and conservation design, management evaluation and research, and conservation genetics. Included in these areas are such tasks as physical and biological research, ecological forecasting, multi-scale modeling, providing climate-change-impact information on natural and cultural resources, developing adaptive management and other decision-support tools for managers, and other units of planning and science capacity to help implement Strategic Habitat Conservation.

#### 6) National Wetlands Inventory (NWI)

- a) Quality Control (QC) review of all NWI delineated image and map products, to ensure that all the wetlands are identified and coded correctly, for subsequent entry of the data into the wetlands layer of the National Spatial Data Infrastructure (NSDI).
- b) Mapping of wetland, deepwater riparian, upland, and other associated habitats on aerial photography or digital imagery (references to habitat in this document would represent all these habitats).
- c) Digitizing of mapped wetlands, riparian, or upland habitats.
- d) Performing technical analyses or modeling of habitat data (e.g., status and trends or area intensification studies and LLWW analysis for Landscape, Landform, Water Flow path, and Waterbody Type).
- e) Create a “potential wetland restoration data set” layer derived from available soils information developed by the Natural Resources Conservation Service, and land use/land cover information readily visible on existing image base maps such as Bing or Google maps, or the USGS base images in the National map.
- f) Create a “historic wetland database” from soils information and other available information provided by DOI.
- g) Develop a “wetland change layer” by comparing the updated wetlands data to older wetlands data or to the information on historical imagery.

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- h) Scan and georeference existing NWI hard copy maps and/or convert existing georeferenced raster scans into labeled vector files for use in GIS.
- i) Scan aerial photography (print and transparencies) used by NWI.
- j) Convert contributed wetlands data into Standards-compliant data for inclusion into the NSDI.
- k) Develop or provide training on wetlands mapping standards and image interpretation.
- l) Develop applications using existing GIS tools for use in mapping habitats or QC.

### 7) Other Services

- a) Geospatial support services, including Geographic Information System (GIS) assistance, processing and analysis of geospatial and remote sensing data, creation of electronic spatial data information for historical surveys, and planning new surveys.
- b) Scientific Data Management Services for all forms of data, including geospatial data and imagery. This would potentially include drafting/updating of data management plans and other data documentation; drafting and updating standard operating procedure documents for survey conduct, analysis, and data storage; drafting and updating of data standards; implementation of DOI data standards; data entry support, data conversion, and data aggregation; development of electronic and automated systems for data collection; development of databases and systems for data storage, data quality assurance, and analysis; programming for automation of data processes, data standardization, and analysis using DOI-approved software; creation of data products; development of data visualization products; development of processes for data transfer and data access; development and testing of training materials for data collection and management; review of data management plans, database structures, and data products.

### 8) Protection of Information.

Due to the potential and sensitive nature of some issued orders, the Contractor shall exercise due diligence in preventing the unauthorized disclosure of information by their company and affiliates, to include reviewers. Failure to do so may result in the Contractor being held liable for any and all harm caused by the unauthorized release or discussion of information. Information includes, but is not limited to, Government provided information, and Contractor's resultant finding, determination and assessment prior to release by the Government.

### B. REQUIRED SERVICE (WORK) ITEMS (listed by TLIN – Task Line Item Number)

#### **1) TLIN 001: Selecting for peer reviews or review panels, or for task orders to provide scientific support.**

- a) The Contractor shall undertake a structured search process whereby it shall select independent, objective peer reviewers that represent a broad spectrum of applicable scientific expertise on whatever topic is the subject of the review; or independent, objective personnel that hold the applicable scientific expertise on whatever topic is the subject of the task order. Any appearance of conflict of interest must be avoided. When selecting peer reviewers, the Contractor shall comply with the National Academy of Science's "Policy and Procedures on Committee Composition and Balance and Conflicts of Interest for Committees Used in the Development of Reports" (2003), and OMB's "Final Information Quality Bulletin for Peer Review" (2005).

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- b) Expertise is the most important factor in selecting peer reviewers/panels or task order personnel. The Contractor should target reviewers/personnel that have established, high-caliber scientific credentials (based upon such important factors as past performance and peer-reviewed publications and/or presentations) in the appropriate areas pertinent to the planned review/task. In general, the expertise required will be from areas of science such as wildlife biology, fisheries biology, genetics, hydrology, geomorphology, engineering, ecology, cartography, adaptive management, taxonomy and systematics, population biology, conservation biology, climate science, land management, modeling, and related fields.
- c) The Contractor shall recognize and provide clear direction to prospective reviewers/personnel that the peer reviews/tasks required are scientific in nature and that decision-making and policy interpretation are left to DOI alone.
- d) Each task order proposed by DOI will have detailed deliverables and timelines for completion of each step and final outcome/product. In addition, it will have metrics, performance-based measures, and performance-based outcomes. The Contractor shall ensure that these elements are met on a timely basis (e.g., quarterly progress reports), and adhere to established protocols and scientific standards applicable to the specific task.

#### **2) TLIN 002: Organizing, structuring, leading, and managing the scientific reviews and task order products.**

- a) There will be a Senior Contracting Officer's Representative (SCOR) who will provide the overall technical coordination for this contract, and will assist the Contracting Officer when determinations must be made whether a proposed task order is within the scope of this contract. In addition, the DOI will appoint a Contracting Officer's Representative (COR) for each task order (see Item 8 below, for a description of the duties and authority of the SCOR and COR). In coordination with the COR, the Contractor shall develop a review plan for each peer review following the format provided by the COR. For peer reviews, this plan will meet the requirements of a peer review plan as specified in OMB's "Final Information Quality Bulletin for Peer Review."
- b) In coordination with the COR, the Contractor shall develop instructions to the reviewers or task order personnel, and ground rules for operation, as necessary.
- c) Under the direction of the COR, the Contractor shall provide for panel deliberations to be conducted in sessions either open or closed to the public.
- d) The Contractor shall be aware that key DOI personnel may observe the entire scientific review panel process and any other meetings (as necessary), or operations/activities detailed in the task order, that take place. The Contractor shall coordinate with the COR to ensure key personnel attendance.
- e) The Contractor shall schedule the review or task order and coordinate all logistical issues associated with carrying out the activity including, but not limited to, travel, facilities, equipment, access to lands and/or buildings, facilitators, panelists, security (if necessary), arranging for transcription of panel discussions, public meetings, and public access (as necessary).
- f) The Contractor shall facilitate the plan and any face-to-face meetings needed in an orderly and timely manner for panel reviews or task orders. Also, all exercises and other necessary tasks must be completed in their entirety by the Contractor.

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- g) In coordination with the COR, the Contractor shall arrange for the compilation of a complete official record for the review/panel/task order process including transcription of any meetings, if necessary.
- h) All costs associated with the review/panel/task order shall be borne by the Contractor.

#### **3) TLIN 003: Managing and producing a final report/product.**

- a) The Contractor shall be responsible for writing and editing any initial, draft or final reports that are required under the specific task order. However, letter reviews of documents only require that all reviews be provided to the USFWS unless otherwise specified by the COR. If the COR chooses to have the Contractor-prepared final report peer reviewed (for example, a 5-year review under the Endangered Species Act), the Contractor must be prepared to consider those reviews and make changes to the report as necessary. The Contractor and COR must discuss the peer review comments and changes to the report as proposed by the Contractor. The Contractor must then provide a complete written reconciliation of the reviewers' comments. In addition, if the COR chooses to subject the final report to public review and comment, the Contractor must be prepared to provide a written response to those comments and provide that to the COR.
- b) In general, the final report for panel reviews/task orders shall summarize the goals and objectives of the review/task, the process undertaken to select the participants, the participants selected, a brief summary of their qualifications, the information considered by the panel, the exercises completed as part of the process, and the results of the panel review/task order.
- c) If specifically requested by the COR, the final report may include an analysis of the review/ task conducted, including observations of the strengths and weaknesses of the work and identification of ways it could have been improved.
- d) The final report for panel reviews shall include appendices with any exercises or worksheets completed by individual panelists. Transcripts from the panel should also be attached as an appendix. All exercises, worksheets, and individual comments documented in the transcripts should be marked with the name of the panelists responsible for the document. All materials may be made available to the public upon request.
- e) The final report shall be delivered to the COR in electronic format as a text selectable "pdf" file (portable document format created with Adobe Acrobat) within the dates established in the task order.
- f) The Contractor and any reviewers/personnel selected may publish (including Internet postings) results of this work only with the written consent of the COR. All work, findings, determinations, and products related to the task order are inherently proprietary to the USFWS and thus, may be communicated with other parties only with the expressed written consent of the COR. Publication in peer-reviewed scientific journals may be pursued, and is, in fact, highly encouraged. However, the Government maintains "Unlimited Rights in Data," meaning that the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so, are not restricted in any way.

#### **4) TLIN 004: Maintaining an official record for peer reviews or task orders.**

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- a) The Contractor shall compile and deliver an official record to the COR with copies of all materials created, reviewed, used, or cited by the reviewers, including personal communications, electronic messages, and other non-published materials.
- b) The official record must be in electronic format, with copies of all relevant documents scanned with a linking index and converted to “pdf” files following the protocol that will be provided by the COR upon award of the task order and provided on compact discs or other electronic media as specified.
- c) All records acquired or generated by the Contractor in its performance of each task shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the process of the work, or in any event, as the Contracting Officer shall direct upon task completion or termination of the contract.
- d) DOI requires that all data collected under this contract be submitted to DOI as a reporting requirement before the end of the performance period. Data are important products of the scientific enterprise, and they should be preserved and usable for decades in the future. Data must be in the form of individual data points used in the study, not just summaries like means; metadata must be included that comprehensively explain all variables, conditions, etc., such that the results can be understood and replicated by others.
- e) The Contractor must safeguard all information, including that which is received from, given access to, independently researched/gathered, or produced for the Government.
- f) DOI retains all intellectual property rights. Publishing of any product (either interim findings or final product) is solely at the discretion of the Government.

#### **5) TLIN 005: Other Related Services.**

The contract shall provide other services that are within the scope of this Performance Work Statement, paragraphs 1 and 2, to include all related subparagraphs, which includes:

- a) The Contractor shall be responsible for writing and editing any initial, draft or final NEPA reports that are required under the specific task order and provide NEPA-related services as required.
- b) The Contractor shall provide all data in GIS format or other agreed upon formats. Data collection reports shall include methods, findings, and results.
- c) The Contractor will provide all GIS data, analysis, maps, etc. in electronic format usable using accepted software formats.

#### **6) TLIN 006: Travel.**

In the event that the performance of a specific task order requires travel, the Contractor shall be reimbursed for meals and incidental expenses in accordance with the current official Federal Travel Regulations. Only coach class for common carriers shall be reimbursed without additional justification. Travel information can be accessed via the Internet. All invoices for travel expenses must be fully documented and all supporting travel documentation submitted with the invoice prior to approval.

### **3. SUMMARY OF KEY DELIVERABLES EXPECTED**

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For most required services the Contractor shall provide three key deliverables: (1) Proposed Timeline, (2) Draft and Final Products, and (3) Complete Official Record. Details and guidelines for the preparation of these products are provided elsewhere in this document. Additional deliverables may be required for a task order and will be specified in individual call's Statement of Work.

#### **4. PLACE AND PERIOD OF PERFORMANCE**

- a) The Contractor and the COR shall coordinate on locations where any work products, review panels or meetings (as necessary) shall take place, allowing full agency observation, with the COR to be the final decision maker on meeting location. The call shall specify the amount of time allowed for the Contractor to conduct the work required.
- b) Unless the Government approves an extension by modification, if a task (schedule) is overdue, the contract shall accelerate another task to remain on schedule.

#### **5. TASK ORDER TECHNICAL AND PRICE PROPOSAL REQUIREMENTS**

- a) The proposal shall include the following as appropriate to the call:
  - (1) Statement of the task to be performed, and the Contractor will also list its assumptions about the tasks(s) to be performed.
  - (2) Labor category.
  - (3) Hourly price.
  - (4) Number of hours.
  - (5) Total Firm-Fixed-Price/Cost.
  - (6) Schedule including start, interim deliverable, and end (delivery) dates, as determined by the Government.
  - (7) Other direct costs including travel, meeting space, transcription services, postage, etc., with basis of estimate explanation and support.
  - (8) Other pertinent information, if any (i.e. specialized expertise).
- b) Contractor price proposals will be required to be adequately supported. Tests for reasonableness of price will be based upon price analysis that may require information other than pricing data. Prices and costs will be subject to Federal Acquisition Regulation tests of allowability, allocability, and reasonableness. Proposals prepared and submitted in response to any request under this BPA shall be at no cost to the Government, and the Government will be issuing Requests for Quote for Firm-Fixed-Price calls.
- c) The Government will provide the following information in its Requests for Quote to assist the Contractor in its preparation of proposals:
  - (1) Statement of Work describing the work to be undertaken.
  - (2) Description of methods, protocols and/or scientific standards to be used, if prescribed methods are necessary to the specific task.
  - (3) Description of analyses to be performed, if specific analyses are required.
  - (4) Determination on whether the preparation of an official administrative record is needed.
  - (5) Information sources needed for performance of task order, if specifically required for the completion of the work (e.g., websites, electronic files, references, etc.).
  - (6) Description of deliverables, including metrics, performance-based measures, and performance-based outcomes.

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- (7) Schedules and deadlines for interim reports (if required) and/or final outcome/product.
- d) Selection of contractors for task orders will be based on the comparable strengths of contractors as measured by Price. DOI may determine that there is an exception to fair opportunity if the new task order is a logical extension of existing work.

#### **6. GOVERNMENT FURNISHED PROPERTY / INFORMATION**

The COR will provide guidance, policy documents, scientific documents, and access to current information and data, as required to support the review in each task order. No Government property will be furnished to the Contractor. The Contractor shall furnish all labor, facilities, equipment, materials, supplies, travel, and services to perform the requirements of this BPA.

#### **7. AVAILABILITY PERFORMANCE WORK STATEMENT**

- a) Normal duty hours are Monday through Friday 7:30 a.m. – 4:00 p.m. in whichever time zone the Contractor is conducting the work. Non-duty hours include week nights, weekends, and Government holidays (for example, New Year’s Day, Memorial Day, President’s Day, Fourth of July, Thanksgiving, Columbus Day, and Christmas; a complete list of Federal holidays will be provided).
- b) Key personnel from both the Government and the Contractor are expected to be available for communications and meetings during normal duty hours. The Contractor shall provide emergency contact information, in case the need for such should arise.

#### **8. SENIOR CONTRACTING OFFICER’S REPRESENTATIVE (SCOR) AND CONTRACTING OFFICER’S REPRESENTATIVE (COR)**

- a) As referenced above in Item 2, TLIN 002a, the SCOR will provide the overall technical coordination for this BPA. Specific SCOR duties include:
- Providing assistance to the Contracting Officer when work described in a task order must be determined to be either within the scope of the contract or not.
  - Providing assistance to potential users of the contract as they develop a Statement of Work.
  - Informing DOI offices of the availability of the contract and how to use it.
  - Resolving technical issues between the COR and the Contractors.
- b) A person from the appropriate DOI office initiating an individual call will be appointed as COR, and will be the Contractor’s point of contact on matters related to interpreting and implementing this BPA for a specific call. COR duties include:
- Providing technical direction to the Contractor.
  - Providing necessary Government furnished information/data.
  - Reviewing Contractor billing statements/invoices.
  - Acting as the Contractor’s point of contact with the USFWS.
- c) To ensure that the reviews or calls are conducted in a quality and timely manner, it is critical that coordination and feedback between the Contractor and COR occur regularly and begin at the outset of the execution of the call. The COR is also responsible for seeking guidance from DOI management to ensure that the reviews or calls are being conducted in a manner that

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provides information that is useful and timely for the DOI decision maker. The COR is responsible for appropriately incorporating the DOI management guidance into the call, and, with the Contractor, into the execution of the call. A designation letter for the COR will be furnished at the time the call is awarded.

- d) The SCOR or COR is not authorized to make changes to the agreement, contract or related orders. See clause DIAR 2010-18, Authorities and Delegations.

#### 9. CONTRACT SERVICE SUMMARY (SS)

- a) The Government will work with the Contractor to ensure communication concerning performance under this Performance Work Statement. The purpose of performance communication is to improve performance over the duration of this contract. Factors of evaluation will include, but are not limited to, quality, schedule, management, and cost.
- b) The performance thresholds established for each of the performance objectives (goals) are the number of defects permitted. Defects at or below the threshold is considered “Satisfactory” performance.
- c) The contractor is responsible for meeting the BPA standards. The objective is measured against a performance threshold. When assessed, the SS conveys to whether or not the primary elements of the agreement objectives are succeeding, meeting the performance thresholds (Satisfactory), not meeting the performance thresholds (Unsatisfactory) or exceeding the performance thresholds (Very Good or Exceptional). There are also many other items which are required by the BPA. Although not listed they are assessed and enforceable.

Performance Objective Standard	PWS Reference	Performance Threshold
Deliverables are of a high quality; and consistent with established guidelines and scientific methods/standards.	1B, 2A(6)(a)	Less than 5% (repeat comments) throughout the life of an individual task order, and for each agreement 12 month period.
Deliverables are completed within the required, mutually agreed schedule.	4	No more than 2 overdue occurrences of more than a 2 working days without prior communication per task order performance period. Less than 5% of all deliverable for each agreement 12-month period, and zero delays resulting task order expiration or extension (modification) resulting in a negative impact to the Government.
Management: Contractor shall take immediate corrective action if there are problems/issues with the key personnel related to their qualifications or their ability to work well with the Government staff.	10C(3)	Corrective action is initiated within 3 working days of the discovery of the problem or issue; and an acceptable corrective action is completed within 10 working days unless coordinated with the Government for a later date.
Deliverables will be of a high quality and thorough, reflecting a complete picture, and in consideration of major/current scientific information, data.	2A(1)(c), 2A(1)(d), 2A(2)(e)	95% of all deliverables, and zero resulting in significant faulty assessments which requires re-consideration/re-performance, resulting in a delay or resulting in a negative impact to the Government.
Contractor shall ensure quality services. Services must consist of	2B(1)(a), 12, 2B(1)(d)	Zero incidents where the Contractor did not exercise due diligence, such as vetting personnel

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unbiased assessments through proper management and enforcement of scientific integrity standards, to include conflicts of interests.		(to include reviewers), providing and documenting instructions, signed agreements, documented interviews where subject matter questions were asked or other actions that may be deemed appropriate (by the Government).
Contractor shall ensure protection against unauthorized disclosure of information to include individual assessment and determination prior to Government public release.	2A(8)	Zero incidents where the Contractor did not exercise due diligence, such as signed non-disclosures or other actions that may be deemed appropriate (by the Government).

#### 10. QUALITY CONTROL PLAN (QCP)

- a) The Contractor is solely responsible for the inspection and quality of services provided under this agreement. Upon request, the Contractor will provide the Contracting Officer with a written quality contract plan within 5 workdays from the date of request. The Contractor’s plan, upon acceptance by the Government, will be used in conjunction with Government’s Performance Plan.
- b) The Contractor’s QCP will complement the Government’s Quality Assurance Surveillance Plan (QASP). The Contractor’s QCP will describe the inspection system for the services required. The contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of unacceptable services. The contractor shall update the plan as changes occur and changes shall be submitted for review and acceptance by the Contracting Officer/Contract Specialist. The Contractor’s QCP shall contain, as a minimum, the following items:
- c) At a minimum the Contractor shall establish and maintain a QCP that addresses quality, schedule, business relations and management of key personnel:
  - **Quality of Product or Service.** Conformance to the agreements and call requirements, specifications and standards of good workmanship/services (e.g., commonly accepted technical, professional, environmental, or safety and health standards).
  - **Schedule.** The timeliness of the contractor against the completion of the BPA, calls, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
  - **Business Relations:** The integration and coordination of all activity needed to execute the BPA, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor’s history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontractors, as applicable.
  - **Management of Key Personnel:** The Contractor’s performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.
- d) Quality Assurance. The Government will periodically evaluate the contractor’s performance in accordance with the Government’s QASP. The Contractor and/or Contractor’s employee shall meet with the Government as requested, to review and discuss various items to include project progress, compliance with PWS and deliverables, project activities scheduled for the following month, and identification of issues that could impact (positively or negatively) the project deliverables or schedule, as applicable.

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- e) Government Remedies. The Contracting Officer will follow FAR 52.212-4, *Contract Terms and Conditions-Commercial Items*, for contractor's failure to perform satisfactory services or failure to correct non-conforming services.

#### 11. INVOICES

- a) In accordance with, and in addition to the contract payment and invoice clause(s), the contractor shall comply with the terms as stated herein.
- b) The Government obligation for performance of this agreement and resultant order beyond agreed price is contingent upon the availability of funds from which payment for contract purposes can be made.
- c) No legal liability on the part of the Government for any payment may arise for performance under this agreement beyond the amount that has been authorized through the issuance of funded written call orders. The funded amount is stated as the "Total Funding".
- d) In addition to the agreement and call number, and details specified in the Contract Clause, invoices shall identify the period of performance covered by the invoice.
- e) Requests for progress payment may be made monthly for conforming services in accordance with the Contract Clauses. Invoices more frequent than monthly must be justified and approved by the Contracting Officer.
- f) The Contracting Officer may request additional information to substantiate the progression and conformance of services when an invoice is submitted that does not coincide with a deliverable.

#### 12. LITERATURE CITED

National Academy of Sciences. 2003. Policy and Procedures on Committee Composition and Balance and Conflicts of Interest for Committees Used in the Development of Reports. May 2003. Available online at: <http://www.nationalacademies.org/coi/index.html>

Office of Management and Budget. 2005. Final Information Quality Bulletin for Peer Review. December 16, 2004. Available online at: <http://www.whitehouse.gov/omb/memoranda/fy2005/m05-03.pdf>

#### 13. PWS ATTACHMENTS

- A. Call Statement of Work (Template/Example)

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## PWS Attachment A

### Template (Example)

Call

### Statement of Work

[TITLE]

[DATE]

**Instructions:** In accordance with paragraph 5c of the Performance Work Statement, below are the minimum required headers for ordering. If an area is not applicable to a specific project, specify “This section has been reserved, and left blank intentionally for future use.” (Section 6 has been used as an example.)

#### 1. Introduction/Background

#### 2. Description of Analyses/Service

#### 3. Methods, Protocols and/or Scientific Standards

#### 4. Task Required by Task Line Item Number:

[DELETE TLINs that are not applicable to the order.]

TLIN 001: Selecting for peer reviews or review panels, or for task orders to provide scientific support.

TLIN 002: Organizing, structuring, leading, and managing the scientific reviews and task order products.

TLIN 003: Managing and producing a final report/product.

TLIN 004: Maintaining an official record for peer reviews or task orders.

TLIN 005: Other Services

TLIN 006: Travel

#### 5. Schedule

TASK/DELIVERABLE	CALENDAR DAYS AFTER AWARD
TLIN 001	10
TLIN 002	45 (+35)
Government Review	60 (+15)
TLIN 003	90 (+30)
TLIN 004	90 (+0)
TLIN 005	90 (+0)
TLIN 006	90 (+0)

#### 6. Official Administrative Record

This section has been reserved, and left blank intentionally for future use.

# PERFORMANCE WORK STATEMENT

Scientific, Technical and Advisory Services

## 7. Information Sources

## 8. Deliverables

The following deliverables are in addition to the agreement Performance Work Statement paragraph 3, which states, "The Contractor shall provide the COR with three key deliverables: (1) Proposed Timeline, (2) Draft and Final Products, and (3) Complete Official Record." [Add additional deliverables or state "No additional deliverables are required"]

## 9. Payment Schedule

TASK/DELIVERABLE	% OF COST
TLIN 001	10%
TLIN 002	30%
TLIN 003	25%
TLIN 004	20%
TLIN 005	15%
TLIN 006	0%

*[Values shown are an example only]*

## 10. Points of Contact:

**Contracting Officer (CO):** Per signed order, or Administrative Contracting Officer as designated. [NAME, EMAIL, PHONE]

**Contracting Officer Representative (COR):** [as designated by the Contracting Officer, in writing] [NAME, EMAIL, PHONE]

**Project Leader:** [NAME, EMAIL, PHONE]

## 11. Evaluation Criteria

[Include any high level expertise/experience required that may not be achieved at the current rate (non-GSA) or category. FAR Part 8 applies for non-GSA items.]

## 12. List of Enclosures/Attachments

(End PWS Attachment A)