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Description of document: Statement of Work for Bureau of the Fiscal Service (Fiscal Service) contract GS1 OF0195U (Data Transparency Study) awarded to The Newberry Group, 2018

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US Department of the Treasury
Bureau of the Fiscal Service (Fiscal Service)
Attn: FOIA Disclosure Office/Room 508B
3201 Pennsy Drive, Building E
Landover, MD 20785
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[Treasury Online FOIA Request Form](#)

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DEPARTMENT OF THE TREASURY
BUREAU OF THE FISCAL SERVICE
WASHINGTON, DC 20227

February 11, 2019

RE: FOIA #2018-12-082

Sent via email

This is in response to your Freedom of Information Act (FOIA) request that was received in our office on December 6, 2018, seeking: “a copy of the Statement of Work and the successful proposal for contract GS1 OF0195U (Award ID 2033H618F00028) awarded to The Newberry Group in October 2018.”

A search has been completed and we are disclosing the Statement of Work in full (six pages). The proposal is being withheld in full under FOIA Exemption B3. The Exemption 3 statute that protects contractor proposals from release is 41 U.S.C. § 4702 which prohibits agencies from releasing under FOIA any successful bidder’s proposal defined in 41 U.S.C. § 4702 as any proposal, including a technical, management, or cost proposal, submitted by a contractor in response to the requirements of a solicitation for a competitive proposal, which is not incorporated by reference in a contract entered into between the agency and the contractor that submitted the proposal (10 U.S.C. § 2305(g)).

If you consider this response to be a partial denial of your FOIA request, you have the right to administratively appeal the partial denial within 90 days from the date of this letter. Your appeal must be in writing, must be signed by you, and should contain the reason(s) why you are appealing. Your appeal should be addressed to:

U.S. Department of the Treasury
Bureau of the Fiscal Service
FOIA APPEAL
Attn: FOIA Disclosure Office/Room 508B
3201 Pennsy Drive, Building E
Landover, MD 20785

Both your letter and its envelope should be clearly marked "Freedom of Information Act Appeal." The deciding official on your appeal will be the Fiscal Service Commissioner or her designee. Please include your FOIA identification number on all related correspondence.

Sincerely,

A handwritten signature in black ink that reads "Denise Nelson". The signature is written in a cursive style with a large, prominent "D" and "N".

Denise Nelson
Co-Disclosure Officer

Enclosure
cc: FOIA Files

**PERFORMANCE WORK STATEMENT
FISCAL SERVICE DATA ACT AND USASPENDING.GOV PROJECT SUPPORT
U.S. TREASURY, BUREAU OF THE FISCAL SERVICE**

1.0 OVERVIEW & BACKGROUND

The Bureau of the Fiscal Service (Fiscal Service), has recently established Data Transparency program office within the Office of Financial Innovation and Transformation. The Data Transparency vision is to provide reliable, timely, secure, and consumable financial management data for the purpose of promoting transparency, facilitating better decision making, and improving operational efficiency.

The Data Transparency program office is responsible for operating the USAspending.gov website, which provides the public with information on Federal spending, as well as leading the government-wide implementation of the Digital Accountability Transparency Act of 2014 (DATA Act).

The Data Transparency program office is currently in need of project management and organizational support services, as outlined in our BPA with Line of Sight, to support the implementation of the DATA Act program activities and to provide project management support for existing USAspending.gov operations. The additional support is required as the Data Transparency program builds its capacity to carry out critical mission responsibilities for USAspending.gov operations and the DATA Act implementation.

2.0 OBJECTIVE/SCOPE OF WORK

The objective of this performance work statement (PWS) is to outline Fiscal Services requirements for a contractor to provide the most appropriate project management support to initiate, plan, and control its projects and project support activities.

It is typically the project manager's responsibility for all aspects of the project's lifecycle (initiate, plan, execute, control, close). The project manager shall be familiar with system scope and project objectives, as well as the role and function of each team member, to effectively plan and coordinate the activities of the team. Projects usually have aggressive timeframes; which drives being completely initiated and planned (attainment of the initial base-lined state) very quickly. The projects usually have multiple system interfaces, various functional disciplines, and varying levels of enterprise exposure and overall corporate impact.

The contractor will be assigned projects and/or designated project management work packages as part of the larger Program effort. The specific project assignments will come at the direction and oversight of the local Federal team lead or Project Sponsor.

Because the project scope has not yet been defined, this project management support is best fulfilled using a time and materials (T&M) contracting strategy.

Under this BPA Call, Fiscal Service is specifically seeking a contractor support for general project management support related to the planning and execution of USAspending.gov operations and DATA Act implementation program activities. To that end, the contractor will provide a qualified person to deliver the services described in this section.

3.0 TASKS AND DELIVERABLES

The Contractor will perform project management services that will include, and may not be limited to the following tasks:

- a. Define, launch, execute, and close assignment projects.
- b. Develop and maintain project charters, scope, and initiative definition documentation.
- c. Develop and maintain a project schedule.
- d. Facilitate and document results for project management meetings.
- e. Plan and maintain a risk and issues tracking process and documentation.

- f. Analyze, plan, and address stakeholder needs and develop appropriate communication mechanisms.
- g. Plan and address requirements management needs on the project.
- h. Plan and address change management needs on the project.
- i. Plan and address governance and control needs on the project.
- j. Develop and deliver periodic weekly reports on project progress and issues.
- k. Support integration of assigned projects with other PMO initiatives.

As a time and materials effort, deliverables are not yet defined as per this call.

However, examples of deliverables may include project charters, work breakdown structures, standard agendas, meeting minutes, action item logs, communications plans, risk management plans, project schedules, scope and objectives documents, and status reports. These deliverables will be identified by working with the Government's project sponsor.

- Weekly Project Status Report- Project Status Reports shall be delivered each Monday throughout life of the Task Order.
- Project Meeting Agendas- All Project Meetings shall have an associated project agenda. Project Meeting Agendas shall be developed and distributed within 24 hours of the beginning of meeting occurrence.
- Project Schedule Management-Maintenance- The project schedule shall be managed on a daily basis, and updated for current project status weekly. The project schedule shall be distributed with the project status report.
- Project Deliverable Reviews-The Project Manager shall complete a full review and provide feedback to the proper document owner by the due date assigned.
- Project Log Management-The Project Manager shall work with the program staff to ensure all logs are up to date. Review and management of logs shall be performed on a daily basis. Project Logs shall be submitted as part of the projects weekly status meeting.
- Project Charter-The Project Manager shall prepare initial drafts of the Project Charter, lead reviews with the core project team, and submit for and facilitate formal (signed) approvals from the Project Sponsors.
- Work Breakdown Structure (WBS) | Work Breakdown Structure Dictionary (WBSD)-The Project Manager shall prepare initial drafts of the WBS|WBSD, lead reviews with the core project team, and submit for and facilitate formal (signed) approvals from the Project Sponsors.
- Project Schedule-The Project Manager shall prepare initial drafts of the Project Schedule, lead reviews with the core project team, and submit for and facilitate formal (signed) approvals from the Project Sponsors.
- Initiation and Planning Phase Gate- Approval-The Project Manager shall plan and execute (and submit for and facilitate approval of) the Initiation and Planning Phase Review. Phase Gate Reviews should be planned for ahead of their use and entail submitting to the appropriate signatory approvals from the sponsors and/or project management team.

4.0 PLACE OF PERFORMANCE

The Contractor shall provide the services described herein at the following Government facilities unless otherwise agreed to by the vendor representative and the Government's Project Sponsor. Work may also be performed at the Contractor's facilities, when appropriate and in coordination with the FIT Project Sponsor.

Bureau of the Fiscal Service
 Liberty Center Building (LCB)
 401 14th Street, SW
 Washington, DC 20227

Metro Center II in Hyattsville, MD

3700 East-West Highway
Hyattsville, MD 20782

5.0 PERIOD OF PERFORMANCE

The period of performance will be 09/29/16 through 09/28/17.

6.0 ACQUISITION TYPE

This requirement will result in a Time and Material BPA call. Travel will be in accordance in accordance with the Federal Travel Regulation.

7.0 KEY PERSONNEL CONTACT(S) AND QUALIFICATIONS

The contractor shall:

- Demonstrate experience in n project management and all of its industry best practices.
- Provide Project Management Professional certification for appropriate personnel.
- Have the ability to work with executive management and other key players in a work setting.
- Have the ability to develop multiple ideas and alternative solutions to a given business problem or need.
- Have the ability to work with both business and technical personnel and bridge the differences, as needed, in order to drive the completion of assigned project deliverables.

8.0 SUBSTITUTION OF KEY PERSONNEL

Fiscal Service reserves the right to request replacement of any personnel who are found to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use under this contract is deemed contrary to the best interests of the Government. The Contracting Officer's Representative (COR) will give notice, in writing, to the contractor of such need for substitution. Within 24 hours of receipt of notification, the contractor shall provide resumes of proposed replacement personnel to the COR. The COR will notify the contractor, in writing, within 24 hours if the contractor-provided replacement personnel is approved.

Assigned contractor personnel may only be replaced by the contractor with approval from Fiscal Service. The contractor shall obtain prior approval from the COR when the contractor wishes to replace personnel. The contractor shall notify the COR in writing, stating the circumstances necessitating the proposed substitution of the personnel and the contractor shall provide the COR with resumes of proposed replacement personnel for review and approval a minimum of ten business days prior to replacement or as soon as is practical. Resumes provided by the contractor shall demonstrate that the qualifications of the proposed replacement personnel are, at a minimum, equal to the qualifications of the personnel to be replaced and meet the contract requirements. Fiscal Service reserves the right to reject the proposed replacement personnel and negotiate with the contractor for another replacement.

The contractor shall not make any diversion in personnel without the written approval of the COR.

9.0 OTHER REQUIREMENTS

Building Access and Suitability Clearance

Upon award of the contract, and prior to the contractor or subcontractor personnel performing any services for the first time at Fiscal Service premises as listed in *Section 4.0 – Place of Performance*, the contractor shall present those personnel to the COR and follow the COR's instructions regarding building access and security requirements. See *Attachment A – Security Requirements* for details.

Compliance with Government Laws, Rules, and Regulations

While the contractor's personnel are at the Government facility, the contractor is responsible for compliance with all laws, rules, and regulations governing conduct with respect to health and safety – not only as they relate to its employees and agents, but also to other personnel who are government employees or agents of the government and to property at the site regardless of ownership. While on government premises and in possession of government property, the contractor is responsible for such property and any damages thereto.

Confidentiality

The contractor recognizes that, in performing under this order, the contractor may obtain access to nonpublic information that is confidential or proprietary in nature. Except as permitted by the order, the contractor agrees that it, its employees, its subcontractors, and its subcontract employees shall not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance of this agreement for any purpose other than to perform work under the order without first receiving written permission from the contracting officer(CO). The contractor shall secure information received from or prepared or gathered for the Treasury Department under this order in a secure location with access limited to only those personnel with a "need to know." If disclosure of information is required by law or legal process, the contractor shall contact the COR and the CO immediately to receive approval prior to release of any information. Notwithstanding any other language contained herein, the contractor shall comply with 31 CFR § 31.217 (Regarding 31 CFR § 31.217, this is not a TARP covered project; however, FAS requires that nonpublic information be secured as stated in 31 CFR § 31.217. The only difference is that if information is inadvertently released, the contractor shall contact the COR and CO listed in the order and not contact TARP personnel). The contractor personnel performing services under this order shall comply and complete the security requirements listed in *Attachment A – Security Requirements* at least two weeks before start date of the order performance or performing work under this order.

Non-Personal Services Statement

Contractor employees performing services shall be controlled, directed and supervised at all times by management personnel of the contractor. Contractor employees shall perform independent of and without the supervision of any Government official with the exception of when they are on-site at the government's facility. Actions of contractor employees may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the U.S. Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR).

Conduct

The contractor, although in fact not a Government employee, shall comply with Executive Order 11222, May 8, 1965, "Prescribing Standards of Ethical Conduct for Government Officers and Employees," and shall also comply with Fiscal Service regulations implementing this Executive Order. Additionally, the contractor shall comply with all safety practices, vehicle registration, speed limits and any other Fiscal Service regulations and policy applicable to conduct standard. Contractor personnel driving a motor vehicle on Fiscal Service property cannot use a cell phone unless the vehicle is safely parked or the driver is using a hands-free device. Additionally:

1. The contractor shall maintain satisfactory standards of the employee competency, conduct, appearance, and integrity.
2. The contractor shall take appropriate disciplinary action against his/her employees when necessary.
3. Each contractor employee is expected to adhere to standards of conduct that reflects credit on themselves, their employer and the Government.
4. The Government reserves the right to direct the contractor to remove an employee from the work site for

failure to comply with the standards of conduct.

5. The contractor shall initiate immediate action within 48 hours to replace a removed employee to maintain continuity of services at no additional cost to the Government.

10.0 CONTRACTING OFFICER AUTHORITY

In no event shall any understanding or agreement between the contractor and any Government employee other than the CO on any order modifications, change orders, letter or verbal direction to the contractor be effective or binding upon the Government. All such actions shall be formalized by the proper contractual document executed by the appointed CO. The contractor is hereby put on notice that if a Government employee other than the CO directs a change in the work to be performed or increases the scope of work to be performed, it is the contractor's responsibility to make inquiry of the CO before making the deviation. Payments will not be made without being authorized by the appointed CO with the legal authority to bind the Government.

11.0 FEDERAL HOLIDAYS

Fiscal Service observes the Federal holidays that are listed below and on the Office of Personnel Management website at <https://www.opm.gov/policy-data-oversight/pay-leave/pay-administration/fact-sheets/holidays-work-schedules-and-pay/>. Except as specified by the CO, services shall not be required on the following Federal holidays:

New Year's Day, January 1
 Inauguration Day (Washington, DC only), January 20
 Martin Luther King's Birthday, third Monday in January
 President's Day, third Monday in February
 Memorial Day, last Monday in May
 Independence Day, July 4
 Labor Day, first Monday in September
 Columbus Day, second Monday in October
 Veterans' Day, November 11
 Thanksgiving Day, fourth Thursday in November
 Christmas Day, December 25

Holidays falling on Saturdays are observed the Friday preceding the holiday, while those falling on Sundays are observed on the Monday following the holiday. Holidays shall also include any additional day(s) granted by executive order.

12.0 QUALITY CONTROL PLAN

The contractor shall establish a complete quality control plan, or QCP, for this contract. The QCP shall be maintained by the contractor to ensure that the requirements of the contract are met as specified in the Quality Assurance Surveillance Plan described below.

13.0 QUALITY ASSURANCE SURVEILLANCE PLAN

The purpose of the quality assurance surveillance plan, or QASP, is to ensure that reliable, uninterrupted services are provided in accordance with the PWS. This plan will also ensure acceptable performance and assist in avoiding unnecessary mistakes and/or delays.

During contract performance, the COR will summarize and document the contractor's service and delivery performance utilizing the following performance categories and standards:

Completeness - Tasks and deliverables described in Section 3.0 were 100% completed by the contractor.

Effectiveness - Tasks and deliverables provided by the contractor were 100% effective toward contributing to the overall success of the project.

Timeliness - Tasks and deliverables were 100% completed within the agreed-upon schedule and specified periods of performance.

Communication - Communication with the Government was 100% professional.

Surveillance method: 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 order.

Incentives/Disincentives

Incentive: If the contractor performs the tasks and deliverables in accordance with the performance standards described above, then satisfactory comments/ratings will be documented on the contractor’s past performance.

Disincentive: If the contractor does not perform the tasks and deliverables in accordance with the performance standards described above, then unsatisfactory comments/ratings will be documented on the contractor’s past performance.

Performance issues: If the Government evaluations identify unacceptable performance in any of the above categories, the COR will record it and notify the contractor within three (3) business days. The contractor will be required to initial the observation. Initialing of the observation does not constitute contractor concurrence with the observation; it only indicates acknowledgement that the contractor has been made aware of a potential performance issue(s). The contractor shall meet with the Government for developing and implementing a plan to correct any performance issue(s) at no additional cost to the Government. If the contractor does not agree with correcting the unacceptable performance issue(s) within the time specified by the Government, then the COR will notify the administrative contracting officer, or ACO, who will take the appropriate administrative action for unacceptable performance.

14.0 SECURITY REQUIREMENTS

The contractor personnel performing services under this order shall comply with all of the security requirements listed in *Attachment A – Security Requirements*.