PERFORMANCE WORK STATEMENT (PWS)

 ***Employee Assistance Program for Illinois Army National Guard (ILARNG)***

 ***19 June 2020***

***\*Note that this sample has been revised from the source document on the Government Point of Entry as necessary to align formatting and applicable FAR procedures.\****

1.0 General:

1.1 Scope: This is a service contract for Employee Assistance Program (EAP) to assist the ILARNG employees (Title 5 and Title 32) cope through various life challenges that may adversely affect job performance, health, and personal well-being to optimize an organization’s success. EAP services shall include assessments, counseling, and referrals relating to personal and/or work-related concerns, such as stress, financial issues, legal issues, family problems, office conflicts, and alcohol and substance use disorders. The average population of employees is approximately 600 people through the state of Illinois. The contractor shall provide all personnel, equipment, tools, materials, supervision, and quality control necessary, except as specified in Paragraph 3.0 as Government Furnished, to perform employee assistance program services, as defined in this PWS.

1.2 Background: The Illinois National Guard has previously provided EAP services to employees through the Federal Occupational Health (FOH) program. Our agency has been notified that FOH services are no longer available and we are in need of a replacement program that will service the ILARNG throughout the state of Illinois. In accordance with Title 5 U.S.C. 7901, Public Law 79-658 enables each agency to establish a health service program to promote and maintain the physical and mental fitness of employees.

1.3 Period of Performance (PoP): The Period of Performance shall be 1 Base Year of 12 months and four (4)12-month option years.

1.4 General Information:

1.4.1 Quality Control (QC): The contractor shall develop and maintain an effective QC Plan (QCP) to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor’s QCP is the means by which it assures itself that its work complies with the requirements of the contract. As a minimum, the contractor shall develop QC procedures that address the areas identified in Technical Exhibit 1, Performance Requirements Summary (PRS).

1.4.2 Quality Assurance (QA): The Government will evaluate the contractor’s performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government will do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and acceptable quality level(s) or defect rate(s).

1.4.3 Recognized Holidays: The following are recognized United States (US) holidays. The contractor shall perform provide 24/7 hotline. However, the contractor shall not perform in-person services on the following recognized U.S. holidays.

1.4.3.1 New Year’s Day: January 1st

1.4.3.2 Martin Luther King, Jr.’s Birthday

1.4.3.3 President’s Day

1.4.3.4 Memorial Day

1.4.3.5 Independence Day: July 4th

1.4.3.6 Labor Day

1.4.3.7 Columbus Day

1.4.3.8 Veteran’s Day: November 11th

1.4.3.9 Thanksgiving Day

1.4.3.10 Christmas Day: December 25th

1.4.4 Place and Performance of Services: The contractor shall provide services between the hours of 08:00-5:00pm on Monday through Friday, except on recognized US holidays for in-person services. In-person services shall be provided within 60 miles of the ILARNG employee duty location or home of record. However, the 24/7 hour hotline shall be provided via online or through telephone. The contractor shall at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the work force are essential.

1.4.4.1 Telework: The Government may permit telework by contractor employees when determined to be in the best interest of the Government in meeting work requirements. In furtherance of Continuity of Operations Planning (COOP), a telework program may be enacted to ensure that the Government's mission-critical operations stay operational during times of national emergency or incidents of national significance. Telework shall be at no additional cost to the Government.

1.4.4.2 Unscheduled gate closures: Not Applicable

1.4.4.3 Regulation of the installation: Not Applicable

1.4.5 Security Requirements: Not applicable

1.4.5.1 For contractors requiring Common Access Card (CAC): Not Applicable

1.4.5.2 For contractors that do not require a CAC, but require access to a DoD facility or installation: Not Applicable

1.4.5.3 Communications Security/Information Technology (COMSEC/IT) Security. All communications with DoD organizations are subject to COMSEC review. All telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. DoD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DoD organizations. Therefore, the contractor is advised that any time contractor personnel place or receive a call they are subject to COMSEC procedures. The contractor shall ensure wide and frequent dissemination of the above information to all employees dealing with DoD information. The contractor shall abide by all Government regulations concerning the authorized use of the Government's computer network, including the restriction against using the network to recruit Government personnel or advertise job openings.

1.4.5.4 Use of Government Information Systems (IS) and access to Government networks: Not applicable

1.4.5.5 Protection of Personally Identifiable Information (PII). The contractor shall protect all PII encountered in the performance of services in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 224.103 Personally Identifiable Information and Department of Defense Directive (DoDD) 5400.11, Department of Defense Privacy Program, and DoD 5400.11-R. If a PII breach results from the contractor’s violation of the aforementioned policies, the contractor shall bear all notification costs, call-center support costs, and credit monitoring service costs for all individuals whose PII has been compromised.

1.4.5.6 AT Level 1 Awareness Training (AT): Not Applicable

1.4.5.7 Information Assurance (IA)/Information Technology (IT) Training: Not Applicable

1.4.5.8 Information Awareness: Not Applicable

1.4.5.9 iWATCH Training: Not Applicable

1.4.5.10 OPSEC Training: Not Applicable

1.4.5.11 OPSEC SOP/Plan: Not Applicable

1.4.5.12 Classified Information: Not Applicable

1.4.5.13 Threat Awareness and Reporting Program (TARP): Not Applicable

1.4.6 Physical Security: Not Applicable

1.4.6.1 Key Control: Not Applicable

1.4.7 Special Qualifications: The primary contractor shall meet all certification requirements in accordance with the Certified Employee Assistance Professional Credential (CEAAP)

1.4.8 Post Award Conference/Periodic Progress Meetings: The contractor agrees to attend any post award conference convened by the KO in accordance with FAR Subpart 42.5. The KO, COR and other Government personnel, as appropriate, may meet periodically with the contractor to review the contactor’s performance. At these meetings, the KO will apprise the contractor of how the Government views the contractor’s performance and the contractor shall apprise the Government of problems, if any, being experienced. The contractor shall resolve outstanding issues raised by the Government. Contractor attendance at these meetings shall be at no additional cost to the Government.

1.4.9 Contract Manager (CM): The contactor shall designate a CM who shall ensure performance under this contract. The name of this person, and an alternate who shall act for the contractor when the CM is absent, shall be designated in writing to the KO. The CM or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The CM shall work through the COR to resolve issues, receive technical instructions, and ensure adequate performance of services. The CM shall ensure that contractor employees do not perform any services outside the scope of the contract without an official modification issued by the KO. The CM shall ensure contractor employees understand that services performed outside the scope of the contract are performed wholly at the expense of the contractor.

1.4.10 Identification of Contractor Employees: Not applicable

1.4.11. Combating Trafficking in Persons: The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not engage in severe forms of trafficking in persons during the period of performance of the contract; procure commercial sex acts during the period of performance of the contract; or use forced labor in the performance of the contract. The Contractor shall notify its employees of the United States Government’s zero tolerance policy, the actions that will be taken against employees for violations of this policy. The contractor shall take appropriate action, up to and including termination, against employees or subcontractors that violate the US Government policy as described at FAR 22.17.

1.4.12 Contractor Travel: Not applicable

1.4.13 Data Rights**:** Not applicable

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

1.4.15 Phase In / Phase Out Periods:Not applicable

2.0 Definitions and Acronyms:

2.1 Definitions:

2.1.1 Contractor: A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2 Contracting Officer (KO): A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3 Contracting Officer Representative (COR): An employee of the U.S. Government designated by the KO to monitor contractor performance. Such appointment will be in writing and will state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4 Defective Service: A service output that does not meet the standard of performance associated with the PWS.

2.1.5 Deliverable: Anything that can be physically delivered and includes non-manufactured things such as meeting minutes or reports.

2.1.6 Key Personnel: Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7 Physical Security: Actions that prevent the loss or damage of Government property.

2.1.8 Quality Assurance: The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9 Quality Assurance Surveillance Plan (QASP): An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10 Quality Control: All necessary measures taken by the Contractor to ensure that the quality of an end product or service shall meet contract requirements.

2.1.11 Subcontractor: One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.2 Acronyms:

AEI Army Enterprise Infostructure

AR Army Regulation

AT/OPSEC Antiterrorism/Operational Security

BI Background Investigation

CM Contract Manager

CMRA Contractor Manpower Reporting Application

COR Contracting Officer Representative

DA Department of the Army

DD254 Department of Defense Contract Security Classification Specification

DFARS Defense Federal Acquisition Regulation Supplement

DoD Department of Defense

CEAAP Certified Employee Assistance Professional Credential

FAR Federal Acquisition Regulation

GFP/M/E/S Government Furnished Property/Material/Equipment/Services

HQDA Headquarters, Department of the Army

HSPD Homeland Security Presidential Directive

IA Information Assurance

IS Information System(s)

KO Contracting Officer

NGB National Guard Bureau

OCI Organizational Conflict of Interest

PII Personally Identifiable Information

PIPO Phase In/Phase Out

POC Point of Contact

PRS Performance Requirements Summary

PWS Performance Work Statement

QA Quality Assurance

QASP Quality Assurance Surveillance Plan

QC Quality Control

QCP Quality Control Program

SSN Social Security Number

TE Technical Exhibit

USD(I) Under Secretary of Defense for Intelligence

3.0 Government Furnished Property, Material, Equipment and Services (GFP/M/E/S): The Government will provide the property, material, equipment, and/or services listed below solely for the purpose of performance under this contract:

3.1 Property: None

3.2 Materials: None

3.3 Equipment: None

3.4 Services: None

3.5 Utilities: None

4.0 Contractor Furnished Property, Materials, and Equipment (CFP/M/E):

4.1 General: Except for those items specifically stated to be Government-Furnished in Paragraph 3.0, the contractor shall furnish everything required to perform these services as indicated in Paragraph 1.1.

4.2 Secret Facility Clearance: Not applicable

5.0 Requirements: The contractor shall:

5.1 24/7 Hour Hotline and Referrals:

5.1.1 The contractor shall provide a 24/7 hour hotline services for ILARNG employee to call and discuss issues relating to personal and/or work-related concerns, such as stress, financial issues, legal issues, family problems, office conflicts, and alcohol and substance use disorders.

5.1.2 The contractor shall maintain contact with the ILARNG employee until the employee has been referred to a provider if needed.

5.1.3 The contractor shall refer the ILARNG employee to an additional provider services as needed. The referral shall be within 1 business day of the call session.

5.1.4 The referral provider locations shall be within 60 miles of the ILARNG duty locations or home of record.

5.2 Additional service providers:

5.2.1 The contractor shall provide up to 5 counseling sessions as needed to employees who have personal and/or work-related problems. The cost shall not be billed separately outside this contract.

5.2.2 The counseling/coaching sessions shall be provided by an experienced, licensed counselors.

5.3. Reports & Certification:

5.3.1 The contractor shall provide to the COR a quarterly report reflecting usage of the services. The report shall provide the number of employees and the type of services provided. The report shall be provided within 30 days after the quarter ends.

5.3.2 The contractor shall provide employee assistance services throughout the State of Illinois.

5.3.3 The primary contractor shall meet all certification requirements in accordance with the Certified Employee Assistance Professional Credential (CEAAP).

5.4 Contractor Manpower Reporting Application (CMRA):

5.2.1The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Illinois Army Nation Guard via a secure data collection site.

5.2.2 The contractor shall completely fill in all required data fields using the following web address:<http://www.ecmra.mil/>. Reporting inputs shall be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2021. Contractors may direct questions to the help desk at [http://www.ecmra.mil](http://www.ecmra.mil/).

6.0 Applicable Publications: Publications applicable to this PWS are listed below:

|  |  |  |  |
| --- | --- | --- | --- |
| Publication(Chapter/Page) | Date of Publication | Mandatory or Advisory | Website |
| Title 5 U.S.C. 7901, Public Law 79-658 |   |   | <https://www.govinfo.gov/app/details/USCODE-2011-title5/USCODE-2011-title5-partIII-subpartF-chap79-sec7901/context> |

6.1 Applicable Forms: Not Applicable

TECHNICAL EXHIBIT 1

Performance Requirements Summary (PRS)

This PRS includes performance objectives the Government will use to determine contractor performance and will compare contractor performance to the Acceptable Quality Level (AQL).

|  |  |  |  |
| --- | --- | --- | --- |
| Performance Objective | Performance Standard | Acceptable Quality Levels (AQL) | Surveillance Method / By Whom |
| 5.1.1 Provide 24/7 Hotline | The contractor shall provide a hotline 24 hours a day, 7 days a week, every day of the year | 100% | Customer Input / COR |
| 5.1.3 Referral to additional services | The contractor shall refer ILARNG employee within 1 business day of call session | 75% of the referrals are completed within 1 business day | Customer Input / COR |
| 5.1.4 Referral provider location | The contractor shall refer ILARNG employee to a provider within 60 miles of duty location or home of record | 100% | Customer Input / COR |
| 5.2.1 Counseling Sessions | The contractor shall provide up to 5 counseling sessions as needed | 100% | Customer Input / COR |
| 5.2.2 Experienced licensed counselors | The contractor shall provide experienced, licensed counselors | 100% | Review list of provider’s license/COR |
| 5.3.1 Quarterly usage report | The contractor shall provide quarterly usage report within 30 days after quarter ends | 75% of the reports are provided within 30 days after quarter ends | Review of reports provided/COR |
| 5.3.2 Service provide through the state of Illinois | The contractor shall provide the employee assistance services throughout the state of Illinois | 100% | Customer Input / COR |
| 5.3.3 Primary contractor shall be CEAAP certified | The primary contractor shall meet all certification requirements in accordance with CEAAP | 100% | Provide certification upon contract award/COR |

TECHNICAL EXHIBIT 2

 Deliverables Schedule

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  **PWS Reference / Deliverable Title** | **Frequency** | **Number of Copies** | **Medium/Format** | **Submit To** |
| Provider’s license | Provide within 60 calendar days after contract award | 1 | Electronic Submission | COR |
| CEAAP Certification | Provide upon contract award | 1 | Electronic Submission | COR |