

**PERFORMANCE WORK STATEMENT
(PWS)**

**ILAB-OTLA FY2012 CONTRACT RESEARCH PROGRAM:
*LABOR RIGHTS INDICATOR PROJECT***

July 23, 2012

**Bureau of International Labor Affairs (ILAB)
Office of Trade and Labor Affairs (OTLA)
200 Constitution Avenue
Washington, DC 20210**

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PERFORMANCE WORK STATEMENT

ILAB-OTLA FY2012 LABOR RIGHTS INDICATOR PROJECT

1.0. DESCRIPTION OF SERVICES

Non-personal Services: The Contractor shall provide all labor and tools necessary to perform all requirements identified in this Performance Work Statement (PWS). When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the work force are essential in meeting program office objectives and successful contract performance.

1.1. Background Information

1.1.1. Mission. The Bureau of International Labor Affairs (ILAB) leads the U.S. Department of Labor's (DOL) efforts to ensure that workers around the world are treated fairly and are able to share in the benefits of the global economy. ILAB's mission is to use all available international channels to improve working conditions, raise living standards, protect workers' ability to exercise their rights, and address the workplace exploitation of children and other vulnerable populations.

1.1.2. Objective. To acquire contractor research and technical services to help ILAB operationalize an indicator-based approach to assessing and reporting on internationally recognized labor rights on a country-by-country basis. Collaboration with ILAB staff and management is required for all work in this PWS. This PWS supports the following ILAB program offices; information on each office may be obtained from the DOL websites cited below.

- The Office of Trade and Labor Affairs (OTLA) Economic and Labor Research (ELR) Division (<http://www.dol.gov/ilab/programs/otla/economic.htm>)
- OTLA Trade Policy and Negotiation Division (<http://www.dol.gov/ilab/programs/otla/tradepolicy.htm>)
- OTLA Trade Agreement Administration Team (<http://www.dol.gov/ilab/programs/otla/taatc.htm>)

1.2. Scope of Work

1.2.1. Performance Objective. The Contractor shall collaborate with ILAB to prioritize, assess and refine an existing large set of indicators concerning internationally recognized **labor rights on freedom of association, organizing, collective bargaining, discrimination in employment and occupation, and working conditions.** This work will require a sound methodology for prioritizing and refining indicators that are the most relevant and feasible to apply considering ILAB priorities and resources (including the availability of data and timeframe for analysis), and must be able to accurately capture internationally recognized labor rights in a variety of countries. The final indicators must be tailored for ILAB's in-house use and enable staff to: 1) produce objective, accurate reports for program and policy purposes, and 2) further adapt the indicators to meet ILAB needs during country-specific and worksite visits.

1.2.2. Task 1: Conduct needs assessment and analyses (See Technical Exhibits II and III). The Contractor shall conduct an assessment of ILAB's labor rights assessment needs, including analyses of key ILAB materials described below. In performing this service, the Contractor must aim to clearly capture the needs expressed by staff and confirmed by management, the history of labor issues presented in past Generalized System of Preferences (GSP) and free trade agreement (FTA) contexts, and prior

ILAB-funded research as outlined in section 1.2.2.2. The Contractor shall be responsible for the following:

1.2.2.1. Pre-performance Conference Call. The Contractor shall arrange an initial conference call with the Contract Officer (CO), or authorized representative, to clarify the scope of work and delivery schedule, delineate roles and responsibilities, and establish communication protocols. The Contractor shall establish in coordination with the Contract Officer's Representative (COR) a date for a day of meetings (e.g., focus groups, interviews) with ILAB staff to assess ILAB's specific needs (a, b and c below).

1.2.2.2. Needs Assessment (Submittal 1; see Technical Exhibits II and III). The Contractor shall assess ILAB's needs in these areas:

- a. staff needs for operational sets of indicators (e.g., report writing, policy advice);
- b. priority areas of concern within each set of labor rights indicators; and,
- c. monetary and human resource capabilities for gathering and keeping information current.

The Contractor shall also analyze past and present key efforts upon which the Performance Objective will build, including (at a minimum) the following:

- OTLA-funded research aimed at developing and refining a system for monitoring and assessing international labor standards, reports of which can be found at <http://www.dol.gov/ilab/programs/otla/elrcontracts.htm> (See FY 2007 - University of Michigan and FY 2009 – Columbia University.) Note that the Contractor shall be required for Task 2 (below) to prioritize and tailor at a minimum the existing large set of "Assessment Indicators" contained in the FY 2009 Columbia University report (see "Formulating and Aggregating Indicators of Labor Rights Compliance" Report Appendix A, 430 pages, approximately 1,630 indicators).
- Labor rights-related petitions submitted under the GSP process and labor submissions related to U.S. FTAs for the purpose of identifying in the Needs Assessment Report (see below) which of the existing labor rights indicators listed in the FY2009 Columbia University report are most suited for a deeper assessment of the types of issues raised. ILAB will provide the Contractor with hardcopies or electronic versions (depending on availability) of the petitions and submissions of interest following the conference call via electronic mail or (for hardcopies) during the needs assessment.

1.2.2.3. Needs Assessment Report and Work Plan (Submittal 2). The Contractor shall submit for ILAB review and comments a draft Report, including a Work Plan, and a subsequent revised Report for approval.

At a minimum, the Needs Assessment Report shall include the following components:

- Introduction and motivation for study
- Key findings from needs assessment interviews
- Key findings from background research and analyses
- Caveats and limitations
- Conclusions
- Proposed methodology for prioritizing and refining indicators (including a proposed core set of bibliographic sources for the feasibility assessment)
- Work Plan
- Bibliography
- Appendices

The Introduction shall set the stage for the proposed work. The key findings shall cover the challenges associated with access to accurate and timely data, interpretation of indicators, country-by-country idiosyncrasies, and the relevant needs and issues identified by ILAB staff. The key findings will include the Contractor's identification of which indicators are appropriate for deeper analysis of the labor issues found in the GSP and FTA-related materials, and lessons from the above list of required sources and other directly relevant sources from which the contractor might draw. The proposed methodology shall demonstrate the rationale for and basis on which the Contractor shall select priority indicators. This must include an initial core set of bibliographic references that the Contractor expects to consult during a feasibility assessment for selected countries (to be determined; see 1.2.3 Task 2). The Work Plan shall include details of all components necessary for completion of the methodology proposed in the Report (i.e., main activities, purpose and expected outcomes from each activity, and dates of completion, including brief explanations for any major revisions to the estimated time allotted for each Contractor activity as presented in Technical Exhibits II and III). The plan shall demonstrate how each activity contributes to the overarching goal of the project. The bibliography will include all work cited in the Report as well as other sources the contractor expects to draw from over the course of the project. It should use a standard and consistent format. Upon request, copies of articles included in the bibliography and/or literature review shall be provided to ILAB.

(See Technical Exhibits II and III)

1.2.3. Task 2: Prioritize existing labor rights indicators and assess for feasibility (See Technical Exhibits II and III). Upon ILAB's approval of the final Needs Assessment Report, the Contractor shall begin implementation of all work in accordance with the approved Work Plan. The Contractor shall be responsible for the following:

1.2.3.1. Prioritized Indicators and List of Countries (Submittal 3). The Contractor shall submit for ILAB review and comments a proposed and, subsequently, a revised set of prioritized indicators and list of countries for assessing the feasibility of the indicators. The proposed prioritized indicators will primarily come from the existing large set of "Assessment Indicators" in the FY2009 Columbia University report (Appendix A, 430 pages; see <http://www.dol.gov/ilab/programs/otla/elrcontracts.htm>) and should sufficiently capture the information that meets ILAB's needs.

With the prioritized indicators, propose a list of 15-20 countries for which the Contractor shall determine the *feasibility of desk research for gathering information* to assess the prioritized indicators based in large part on the core set of references identified in the Needs Assessment Report; the 15-20 countries must be current recipients of U.S. GSP benefits and be from at least three regions of the world. The Contractor should also include an indicative list of the types of information needed that may be country-specific. *Assessment of the countries is not desired and field work abroad is not required (neither are related expenses reimbursable) under this Contract.*

1.2.3.2. Feasibility Assessment Report (Submittal 4). Upon approval by ILAB of the prioritized indicators and countries, conduct the feasibility (information access) assessment. Submit to ILAB for review and comments a draft Feasibility Report and, subsequently (if requested by ILAB) a revised Report that includes, at a minimum, the following:

- Methodology
- Findings from feasibility assessment
- Conclusions
- Recommendations
- Annotated Bibliography (showing the extent of availability, including periodicity of updates, of relevant information and sources in the selected countries)

- Appendices (including a refined set of prioritized indicators that should be sufficient and feasible for ILAB's application)

If requested by ILAB, meet to discuss the draft Report and obtain consensus for further revisions prior to submitting the revised Report. If Tasks 3 and 4 below are not authorized by ILAB, this Feasibility Report will be the final deliverable for this PWS.

(See Technical Exhibits II and III)

1.2.4 Task 3 (OPTIONAL): Application of Labor Rights Indicators (See Technical Exhibits II and III). The decision to proceed with Task 3 lies solely at ILAB's discretion. For Task 3, the Contractor shall facilitate ILAB's application of, and further refine, the prioritized labor rights indicators with ILAB. The Contractor (except where otherwise noted) shall be responsible for the following:

1.2.4.1. Familiarization (ILAB staff) with Handbook of Instructions (Submittal 5; see details in Task 4) and facilitation of ILAB's application of indicators (Submittal 6). If ILAB approval is given for Task 4, familiarize ILAB staff with the recommended methodology, prioritized indicators, and draft handbook of instructions through an in-person session at DOL. Facilitation shall occur as follows on an as needed basis:

- After familiarization has been provided, selected ILAB staff will independently apply the indicators in-house to three to six countries. Selection and disclosure of country names to the Contractor will be at ILAB's sole discretion.
- Provide periodic assistance (e.g. troubleshooting, provision of information sources) if requested by ILAB during application of the indicators.
- Solicit and analyze a set of written comments and results from ILAB staff based on their application of the indicators. Comments will at a minimum focus on: the indicators' (individually and as a set) feasibility and sufficiency in capturing key information about a given labor right; on whether staff believe that the application of the indicators as in this project would strengthen their ability to make reporting or recommendations for policy or follow-up that can be easily explained, supported and/or defended; and, on the overall approach.

1.2.4.2 Indicator Application Report (Submittal 7) and final Handbook. The Contractor shall submit to ILAB for review and comments an Indicator Application Report that focuses on the strengths and weaknesses of the indicators and overall approach, and include conclusions and recommended ways that ILAB can further refine these. If requested by ILAB, the Report shall be accompanied by a revised, final handbook of instructions and supporting materials (see Task 4). The Report shall include, at a minimum, the following:

- Methodology
- Findings from ILAB's application of the indicators
- Conclusions
- Recommendations

1.2.4.3. Findings Presentation (Submittal 8). After ILAB's submission of comments on the draft Indicator Application Report, the Contractor shall give an in-person presentation at DOL of the draft Report to ILAB and other interested parties invited by ILAB. The Contractor shall coordinate with the COR to establish the Presentation date and time. The purpose of the presentation is to summarize main findings and results and to elicit constructive feedback from audience members to improve the final

indicator set and/or methodology. If requested by ILAB, the Contractor shall also hold (on the Presentation day) meetings with individual staff or focus groups for additional discussion.

1.2.4.4. Final Labor Rights Indicator Project Report (Project Report; Submittal 9). After the Presentation, the Contractor shall submit to the COR a comprehensive, draft Project Report for ILAB review and comment. The Contractor shall submit a final Project Report inclusive of agreed upon revisions to the CO or the COR.

- **Content:** The Project Report will be an overview of the entire project, including the key components of the preceding final Reports submitted for this PWS, and will reflect relevant verbal and written comments from ILAB peer review, meetings with ILAB and the Presentation. It will include, at a minimum, the final refined set of indicators tailored for ILAB's in-house use, including clear descriptions of the approach. It will also include any other relevant information and developments according to the following outline:
 - a. Introduction and motivation for study
 - b. Methodology
 - c. Main Findings (from entire study regarding ILAB staff feedback, methodology used, final refined indicators, other)
 - d. Caveats and Limitations
 - e. Conclusions
 - f. Recommendations
 - g. Bibliography
 - h. Appendices

(See Technical Exhibits II and III)

1.2.5. Task 4 (OPTIONAL): Familiarization and Handbook (see Task 3 and Technical Exhibits II and III). *The decision to proceed with Task 4 lies solely at ILAB's discretion.* For Task 4, provide an in-person familiarization session at DOL for a group of ILAB staff and management on the set of refined, prioritized indicators and approach from above. Develop and present for the familiarization session a draft handbook of instructions for ILAB's comments and use and, if requested by ILAB, a revised and final handbook (see 1.2.4.1 and 1.2.4.2, and Submittals 5 and 7 above). The draft and final handbook must include clear, user-friendly instructions and materials, forms, worksheets and visual aids necessary for effective, efficient, and methodical application of the indicators and recording of information, data, results and comments. The handbook shall be complete and accessible to new ILAB staff who will be using the indicators in the near future. At the conclusion of the familiarization, ILAB staff and managers shall be able to:

- Understand the new set(s) of indicators and approach;
- Be able to methodically record and use the data generated;
- Be able to orient future staff on proper use of the indicators and approach; and
- Be able to explain and, if necessary, demonstrate to the public in understandable terms the methodology of and rationale for the approach.

(See Technical Exhibits II and III)

1.3. Travel Requirements (Not-to-Exceed/Other Direct Costs). Contractor may be required to travel locally and within the Continental United States (CONUS) in the performance of designated tasks and duties. Unforeseen travel requirements are possible but will only be executed as directed by the COR. Travel and per diem expenses will be reimbursed as cost with the substantive provisions of the Federal

Travel Regulations (FTR), and the not to exceed amount specified in this contract. The Contractor shall provide the COR supporting documentation with invoices.

1.3.1. Travel – Local commuting within 50-mile radius of the Washington DC metropolitan area is considered local travel and shall be at no additional cost to the Government.

1.3.2. Travel – long distance (more than 50-mile radius outside of the Washington DC metropolitan area). The Contractor will be reimbursed for reasonable and allowable expenses incurred for long-distance travel. Receipts for reimbursable expenses shall be provided to the COR to include travel itineraries and receipts for airfare, lodging, transportation, per diem, and reimbursable expenses at \$75.00 or more.

1.4. Quality Assurance. The Contractor shall develop and maintain effective quality assurance procedures to ensure services are performed in accordance with this PWS and that Contractor performance is in compliance with the requirements of the contract. Quality assurance procedures utilized by the Contractor will ensure achievement of the Government’s objective within acceptable levels of quality as outlined in the Performance Requirements Summary.

These procedures will be documented in the Contractor’s Quality Control Plan (QCP), which will also address key control procedures and protection of building passes or other government property information provided to contractor personnel. (See 4.9 and 4.10 on Rights in Data and confidentiality).

2.0. PERFORMANCE REQUIREMENTS SUMMARY (PRS)

2.1. Quality Assurance Surveillance Plan (QASP). The Government will monitor and measure the Contractor’s service outputs utilizing a Quality Assurance Surveillance Plan to determine if services provided are satisfactorily performed and meet requirements of the PWS. A variety of surveillance methods may be used by the COR in performing this function. Customer feedback and quality and timeliness of deliverables are the most likely monitoring methods that will be utilized under this PWS. (See Technical Exhibit I)

2.2. Performance Summary. The Performance Summary at Technical Exhibit I summarizes the objectives to be met by the Contractor, the performance standards to be applied, the method of surveillance, and the minimum acceptable levels of services provided.

3.0. GOVERNMENT FURNISHED PROPERTY AND SERVICES (if applicable)

3.1. Government Furnished Property. The Government will furnish, or make available as needed for intermittent use, working space, equipment (e.g., scanners, copiers), network access, and reasonable utilities (e.g., electricity, water, etc.) for up to, but not exceeding, two (2) Contractor personnel for performance of requirements of this PWS. The Contractor shall use due care and diligence in efforts to conserve utilities and to reduce utility costs.

All government property, equipment, materials provided under this contract will remain the property of the Government and will be returned to the COR upon request or at the end of the period of performance.

3.2. Government Furnished Information/Documents/Records. Information and documentation pertinent to the performance of the specified tasks will be made available to the Contractor either via Internet access or hardcopy, as necessary. All products and deliverables developed, and all confidential information provided by DOL/ILAB to the Contractor under this PWS are governed by FAR Rights in Data - Special Works 52.227-17 (see 4.9 and 4.10 of this PWS).

3.3. Security Requirements. All DOL contractor personnel performing work onsite at DOL shall receive, if necessary, and successfully complete security awareness training prior to being given access to DOL systems and periodically as required by DOL security policies. The Contractor shall follow the DOL policies and procedures for Property Management and Personally Identifiable Information (PII) as may be applicable during performance under this PWS. The Contractor shall be responsible for safeguarding all government property provided for Contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

3.4. Key Control

3.4.1. The Contractor shall establish and implement procedures for ensuring all building passes, keys, key cards, and parking placards issued to the Contractor by the Government are not lost, duplicated, misplaced or used by unauthorized persons. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas.

3.4.2. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the COR for employees leaving the project permanently or for an extended period of time, the Contractor shall return all badges, property, key cards, parking placards, and keys prior to the employee's departure from the project and/or work site.

3.4.3. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the CO, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

3.4.4. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the CO.

4.0. GENERAL INFORMATION

4.1. Hours of Operation. The Contractor is responsible for conducting business to support this PWS between the hours of 9:00 AM and 5:00 PM, Monday through Friday, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this performance work statement when the Government facility is not closed for the above reasons. The Contractor is required to continue performance of work unless otherwise directed in writing by the CO to withhold or discontinue performance.

4.2. Recognized Holidays. The Contractor is not required to perform services on the holidays listed below.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

4.3. Place of Performance. The work will be performed primarily at the Contractor's facility and on occasion at the following location:

U.S. Department of Labor, Bureau of International Labor Affairs,
200 Constitution Avenue, N.W., Room S-5303, Washington, D.C. 20210.

As may be provided under this PWS, all Contractor employees shall maintain work areas and occupied spaces on Government facilities, in a neat, clean, and orderly condition.

4.4. Declared Emergencies. During declared emergencies or drills, the Emergency Management Centers (EMCs) would become on-demand work sites for DOL personnel and contractor personnel performing work at DOL. The CO or authorized representative will provide instructions to the Contractor in the event of a declared emergency.

4.5. Government Personnel

4.5.1. Contracting Officer. The CO is the only person authorized to approve changes in any of the requirements under the PWS and any provisions contained elsewhere in the contract. In the event the contractor implements any such changes at the direction of any person other than the CO, the change is considered to have been made without authority.

4.5.2. Contracting Officer's Representative. The COR is a representative from the program office and is appointed in writing by the CO to monitor contract performance. The COR represents the CO regarding all matters of a technical nature only and has no direct or implied authority to change the terms of the contract. The COR is the direct interface with Contractor personnel during the performance of this requirement.

4.6. Contractor Personnel

4.6.1. Supervision. The Contractor shall provide supervision for all contractor personnel performing under this PWS. Contractor personnel will not be supervised by Government employees. The Contractor shall be responsible for ensuring employees assigned under this contract comply with all PWS requirements, installation requirements, and legal requirements as applicable to this PWS.

4.6.2. Contract Liaison. The Contract Liaison (CL) and his/her alternate will be identified and submitted in writing to the CO. This individual or designated alternate will serve as the direct interface between the Contractor and the Government regarding contractual matters and personnel performance of the work. The CL and alternate will have full authority to act on behalf of the Contractor. The CL and alternate(s) must be able to read, write, and communicate fluently in English. The CL will immediately notify the COR of any situations impacting contract performance.

4.6.3. Non-Government Employment. The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest. Nor will the Contractor employ any person who is an active employee of DOL.

4.6.4. Selection of Key Personnel. Key personnel are those whose role in the performance of this PWS is considered either 1.) primary (e.g., lead or senior researcher or analyst; specialized labor law and/or methodology expert) or 2.) critical for completion of 50% or more of the Contractor's total workload as presented in its Work Plan.

4.6.5. Employee Conduct. All Contractor employees will present a professional appearance at all times, must comply with the rules and regulations of individual work sites where work is performed, and their conduct will not reflect discredit upon the United States and/or DOL.

4.7. Reassignment, Removal, or Resignation of Contractor Personnel

To avoid any lapse in service under this PWS, the Contractor shall maintain a staffing level that provides for employee substitution. Substitute employees must be qualified, experienced and equipped to readily take on responsibilities required in performing services required under the PWS.

4.7.1. Removing Employees for Misconduct, Security Reasons, or Performance. The Contractor is required to remove any employee whose conduct or performance is such that retention would not be in the best interests of the Government. Government may, at its sole discretion, direct the Contractor to remove any Contractor employee from DOL facilities for misconduct, security reasons, or performance. Removal does not relieve the Contractor of the responsibility to continue providing the services required under any Contract awarded. The CO will provide the Contractor with a written explanation to support any request to remove an employee.

4.7.2. Authorization Required to Replace Key Personnel. No replacement of key personnel shall be made by the Contractor without the written consent of the CO.

4.7.3. Notification of Intent to Change Key Personnel. Prior to any key personnel reassignment, removal, or resignation, the Contractor shall provide written notification at least 30 calendar days in advance to the CO and shall submit justification (including proposed substitutions and their résumés) in sufficient detail to permit evaluation of the impact of the proposed change on the program and its schedule.

4.7.4. Qualifications of Key Personnel Replacement. Any replacement candidate must have the same or better qualifications as the key personnel being released. Résumés of replacement key personnel must be provided to the CO for review and concurrence prior to performance of work by the individual under consideration.

4.7.5. Substitution of Contractor Non-Key Personnel. In the event that a non-key personnel (e.g., a non-primary and non-critical employee, such as a junior-level research assistant) assigned to this contract is terminated or quits, the Contractor shall immediately notify the COR of the personnel change. The Contractor shall coordinate any changes in personnel with the COR prior to assigning a new individual to the PWS project.

4.8. Conflict of Interest (COI)

4.8.1. A COI occurs when an individual or organization is involved in multiple interests, one of which could possibly corrupt the motivation for an act in the other. The Contractor shall ensure no individual performing under this PWS presents a potential or actual conflict of interest.

4.8.2. If at any time during performance of the contract, the Contractor discovers an organizational conflict of interest, with respect to this contract, it will make an immediate and full disclosure in writing to the CO. The disclosure will include identification of the conflict, the manner in which it arose, and a description of the action the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract.

4.9. Data Rights - Works Produced for ILAB under the Contract. DOL and the Contractor's Rights in Data, as defined by this FAR clause, shall be governed by FAR Rights in Data - Special Works 52.227-17.

4.9.1. Pursuant to this provision, the Contractor shall assign to DOL the copyright in all works produced for ILAB in performance of the contract, which includes all deliverables produced under the contract.

4.9.2. In addition, pursuant to this provision, except as otherwise specifically provided for in the contract, the Contractor shall not use, release, reproduce, distribute, or publish any Data first produced in the performance of this contract, nor authorize others to do so, without written permission of the CO.

4.10. Patents. DOL and the Contractor's rights in inventions that are or may be patentable or otherwise protectable under title 35 of the U.S. Code and made by the Contractor in the performance of work under the contract shall be governed by FAR Patent Rights – Ownership by Contractor 52.227-11.

4.10.1. Pursuant to this provision, if the Contractor elects to retain ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

4.11. Confidential Data Provided by ILAB to Contractor. Data obtained by the Contractor from DOL/ILAB in performance of the contract and identified by DOL/ILAB as confidential shall be governed by a non-disclosure agreement, included with the contract solicitation and incorporated by reference in the contract, and signed by the Contractor. Data identified as confidential may include Data required to be protected from disclosure under the Privacy Act of 1974 and/or other federal laws. The Contractor shall not divulge or release data or information developed or obtained in performance of this PWS except as authorized by DOL personnel or upon written approval of the CO. The Contractor shall refrain from using the information for any purpose other than that for which it was furnished.

4.12. Performance of Services during Crisis Declared by the National Command Authority. Upon notification by the CO, the Contractor may be required to perform emergency or special event services. Special and emergency situations (i.e., accident and rescue operations, civil disturbances, natural disasters and military contingency operations) may necessitate that the Contractor provide increased or reduced support. In the event any of these situations occur, the government will negotiate an equitable adjustment.

4.13. Government Performance of Service during Labor Strikes. Because the services called for under this contract are of critical importance to the DOL, the Government reserves the right to take over performance of this contract in the event of a labor strike by the Contractor's employees. Under such circumstances and at the direction of the CO, the Contractor agrees to remove his/her non-striking work force from the DOL performance site and not interfere in any way with Government performance.

5.0. ATTACHMENTS

Appendix A – Workload Estimate
Technical Exhibit I – Performance Requirement Summary
Technical Exhibit II – Deliverables Payment Schedule
Technical Exhibit III – Timeframe Summary

APPENDIX A –Workload Estimate

Description	Estimated Quantity
Part-Time-Equivalents (PTEs)	2 (e.g., one senior and one junior personnel)
Federal Work Year	1920 hours total
Source Documents	Est. 800-1,100 total pages
Travel	Est. minimum of 2, maximum of 4 trips to DOL

The above data are estimates provided for informational purposes only and do not represent the Government's actual quantity requirements. Offerors should propose and justify an amount of work they believe sufficient to complete the tasks described in this PWS.

TECHNICAL EXHIBIT I -- Performance Requirements Summary

PERFORMANCE OBJECTIVE	PWS REFERENCE	PERFORMANCE STANDARD	METHOD OF SURVEILLANCE
Service Provision & Management	PWS Overall	The CL and contract personnel demonstrate professionalism and acceptable quality of work in performance of the PWS and are responsive to recommendations provided by ILAB with rare exception. Personnel ensure that all submittals are well-written in English, well-organized and of a professional research caliber.	COR review of submittals, periodic observation, customer feedback
Task 1 – Needs Assessment & Report (incl. Work Plan)	1.2.2	All deliverables are to be submitted as required and acceptable to ILAB with no more than one (1) major revision required of each. Overall, the needs assessment is conducted efficiently for collecting and analyzing the necessary information. The Needs Assessment Report demonstrates understanding of ILAB’s needs, constraints, and lessons from past research and staff efforts; it clearly outlines methodical procedures and measures to achieve program objectives in collaboration with ILAB; the Work Plan demonstrates a grasp of the workload required of the Contractor and a realistic timeline for completion within the performance period.	COR review of submittals
Task 2 – Prioritized & refined indicators, list of countries, Report	1.2.3	Deliverables are submitted as required with no more than one (1) major revision required of each. Deliverables demonstrate a rigorous, methodical, and insightful approach. Final indicators meet ILAB’s in-house needs and enable staff to: 1) produce objective, accurate reports for program and policy purposes, and 2) further adapt the indicators during country-specific and worksite visits.	COR review of submittals
Task 3 – Facilitation of ILAB Application of Indicators, Report, Presentation	1.2.4	Deliverables are submitted as required with no more than one (1) major revision required of each. Assistance to ILAB staff and the Presentation demonstrate preparation, expertise and a collaborative approach. Indicator Application Report demonstrates thorough analysis of ILAB’s comments on its application of indicators, and frank and realistic recommendations for further improvements. Final indicators and methodology can be easily explained, supported or defended by ILAB staff.	COR review of submittals, customer feedback
Task 4 – Familiarization session, Handbook of instructions	1.2.5	Deliverables are submitted as required. Familiarization session is presented to DOL personnel in a clear manner that is easy to follow and understand. The session and handbook (and support materials) enable ILAB staff to effectively apply the indicators, use the data generated, orient future staff, and easily explain/demonstrate the approach to the public in understandable terms. After ILAB’s application of indicators during performance period, few (if any) changes are needed to the handbook.	COR review of submittals, customer feedback
Quality Control Plan	1.4	The Contractor’s quality assurance procedures are effective in ensuring quality and timely submission of deliverables with rare exception.	COR review of submittals, periodic observation during performance, customer feedback

TECHNICAL EXHIBIT II -- Deliverables/Payment Schedule

Deliverable (by Submittal #)	Ref	# of Copies	Estimated Submission Due Date * (in calendar days)	Submit via Email** To	Payment % of Task	Payment Amount
Conference Call with CO or as authorized	1.2.2.1	1 call	Within 7 days after effective date of contract	by phone	0%	
1. Needs Assessment	1.2.2.2	1 visit	Within 7 days after conference call	COR	0%	
2. Needs Assessment Report with Work Plan	1.2.2.3	1	Draft due within 28 days after needs assessment	COR	100%	\$
Sub-Total Task 1					100%	
3. Prioritized Indicators & Countries List	1.2.3.1	1	Within 42 days of ILAB approval of final Needs Assessment Report & Work Plan	COR	35%	\$
4. Feasibility Report	1.2.3.2	1	Draft within 42 days after ILAB approval of prioritized indicators	COR	65%	
Sub-Total Task 2					100%	
5. Familiarization Session, Handbook of Instructions	1.2.5	1	Session and draft Handbook within 9 days of ILAB approval of Feasibility Report	In person	100%	\$
Sub-Total Task 4 (optional)					100%	
6. Facilitation of ILAB application of indicators	1.2.4.1	As needed	TBD with ILAB	As needed	0%	
7. Indicator Application Report	1.2.4.2	1	Draft within 21 days after ILAB application of indicators	COR	40%	\$
8. Presentation (and possible meetings)	1.2.4.3	1 (plus handouts as needed)	No less than 42 days before end of performance period	In person (electronic copy emailed to COR)	10%	\$
9. Project Report	1.2.4.4	1	Draft within 14 days after Presentation	COR	50%	\$
Sub-Total Task 3 (optional)					100%	
Quality Control Plan	1.4	1	Submitted with Proposal	CO	0%	\$
Total Contract Amount					100%	\$

* The Contractor shall allow ILAB approximately two to three weeks to review each draft report submitted for this PWS; revised, final versions of the reports shall be submitted as soon as possible after ILAB has provided comments to the Contractor (see Technical Exhibit III).

**The Contractor shall provide all reports in Microsoft 2003 or higher versions and all data collected for this project in Microsoft Excel 2003 or higher (unless agreed to otherwise by ILAB).

TECHNICAL EXHIBIT III – Timeframe Summary

The following depicts the estimated window of time within which each task and submittal of the Scope of Work should be able to be completed (assuming that all draft reports will require revised, final versions). It reflects the number of CALENDAR DAYS and weeks for the Contractor’s and ILAB’s work responsibilities, and indicates that completion of this PWS may require the full performance period of the contract.

However, this is *not* a workload estimate. The Contractor’s time requirements may differ depending on the personnel assigned to this Contract. **Each Offeror shall propose its own initial work plan in its application for this Contract. Major proposed changes to the Contractor’s allotted times below shall be accompanied by a brief written explanation. The Offeror’s work plan, however, shall accommodate each of ILAB’s time allotments as listed** (specifically, two to three weeks to review each report, and 42 days to apply the indicators in-house with possible facilitation from the Contractor during that time).

