

Statement of Work Appendix-1 - Information Technology (IT) Staff Augmentation Services dated November 11, 2020

I. Background and Definitions

A. Statement of Work - Revision Prior to Award

This Statement of Work (SOW) Appendix reflects the Company's minimum requirements for the solicitation phase. The SOW will be revised prior to award of the Agreement to include the required items below, the Seller's proposed solutions, systems, programs, commitments, etc., at which point this Appendix section will be deleted.

B. Definitions:

1. BOA Program Manager – The Company employee assigned to manage the Contingent Worker Program at Oak Ridge National Laboratory (ORNL).
2. Client – The UT-Battelle employee who is the recipient of work under a task order and is the customer of the Contracts Division and the Seller. The Client will typically be a Group Leader or Division Director.
3. Contingent Worker – An employee of the Seller who receives daily task assignments from the Company via the Client or their representative.
4. Onsite Work – Work performed at a DOE-owned or DOE-leased facility within the control of Oak Ridge National Laboratory. Examples include the Oak Ridge National Laboratory proper, but also commercial leased facilities such as the Hardin Valley Campus in Knox County, 1055 Commerce Park in Anderson County, or the Carbon Fiber Facility in Roane County.
5. Remote Work – A type of engagement where the Seller's employees use Government-furnished computing equipment to work at a personal offsite location other than Seller-furnished office space, such as their personal home, either full time or part time.

C. Engagement Types and Definitions

1. This Agreement includes the following Engagement Types:
 - a) Company-recruited worker with benefits
 - b) Company-recruited worker with no benefits, including ORNL retirees and short-term engagements (90 days or less)
 - c) Seller-recruited worker with benefits
 - d) Seller-recruited worker without benefits, primarily short-term engagements (90 days or less)
2. Seller-recruited means the Company has not identified the candidate and Seller will use its resources to recruit for the position.
3. Company-recruited means the Company has identified the candidate (for example, an ORNL retiree).
4. Workers who transition to this Agreement from current Company agreements will transition as Company-recruited.

II. Description of Service

The Seller shall provide Information Technology Staff Augmentation services in the form of labor, generally in the categories to support the work listed in the document entitled “Description of Services Statement of Work”. Under this Agreement the Seller’s employees will receive assignments from the Company within the scope of the position description and as identified in the task order. For Onsite Work the Company will provide a workstation, computing resources, and other typical office supplies and equipment. For Remote Work the Company will provide computing equipment only.

A. Position Descriptions

Within thirty (30) business days after award of the Agreement, the Seller shall submit a catalog of standard position descriptions that align with the Information Technology scope of this Agreement. Position descriptions will include required education, skills, abilities, and experience. The catalog will be reviewed by the Company, revised as necessary, and accepted. The catalog may be expanded within the Information Technology scope under written amendment to this Agreement as needs arise throughout the period of performance. Positions outside of the Information Technology scope will not be added to the Agreement under any circumstances.

B. Salary Ranges

Within thirty (30) business days after award of the Agreement, the Seller shall establish a Salary Range Process Description (“Salary Process”) for defining a salary range for each position and an escalation approach. The Salary Process shall define the low and high ends of the range and shall reflect market salary conditions. The Seller is required to demonstrate how the salary ranges were established. The Salary Process will be reviewed by the Company, revised as necessary with Seller, and accepted. As salaries are defined for each position, the Seller shall assign the range to the Position Description. Except for escalation as defined in this Agreement, once established, the salary range for a position may not be revised by the Seller without written approval from the BOA Program Manager.

C. Engagement Duration Limits (aka “term limits”)

1. In conjunction with the startup of this Agreement, the Company is implementing term limits for Contingent Workers. Each Contingent Worker, identified by their ORNL badge number, may not exceed a maximum term of eighteen (18) continuous months under any agreement / task order. The Seller may not propose a Contingent Worker who has met this maximum for further work under this Agreement who has not met a six (6) month “non-working period.” The Seller shall notify the Company including the TPO, the Client, and the BOA Program Manager of all Contingent Workers approaching their 18-month term limit at the following intervals:

- a) 6 months prior to the end date
- b) 3 months prior to the end date
- c) 1 month prior to the end date

2. Continuation of a task order using a different Contingent Worker where a Contingent Worker's 18-month term limit has elapsed requires internal justification and approval. The Seller may proactively advise the Client of possible replacement candidates as the end of an 18-month assignment approaches, however, continued services by another Contingent Worker are not guaranteed and will be evaluated by the Company to determine if continuing aligns with the Company's workforce strategy. *Note:* All workers who transition to this Agreement from existing Company agreements will start with a "new" 18-month term.
3. Seller's employees who work on an assignment that is less than 18 months must be approved by the BOA Program Manager prior to being proposed on another engagement. The Company and the Seller shall partner to identify instances of "short-cutting" the intent of the 18-month term limit (e.g., if an Company organizations ends an engagement at 17 months and then attempts to start a new engagement with the same person prior to the expiration of the non-working period).
4. Any employee of Seller who works under an assignment at Company can only work a maximum of two (2) 18-month term limits. Any Seller employee for consideration of a third or subsequent 18-month term limit requires internal justification and approval by Company.

D. Placement Restrictions

Once a Contingent Worker is placed on a task order, the Seller shall not propose that worker to another Company Client without the current Client's written agreement (e.g., via email). If agreed, the Contingent Worker's time period shall be considered continuous between the two (2) separate task orders and the working time under the subsequent task order shall expire at 18-months.

III. Ordering Process

A. Subcontract Type Selection

The Company prefers to issue Firm Fixed Price (FFP) task orders. The Procurement Officer and Seller will work together to identify opportunities for FFP as new tasks are identified. Where FFP task orders are not possible, Time and Material (T&M) task orders shall be used. Generally, FFP task orders will involve two or more workers and T&M task orders will involve one worker. The Seller shall analyze the portfolio of engagements quarterly and provide an analysis to the BOA Program Manager regarding opportunities to transition T&M tasks to FFP tasks.

B. Task Order Process

1. Once authorized internally, through the Company's staffing process for Contingent Workers, the Client will contact the Seller to discuss the needs of the position. The Client and Seller will agree on the Engagement Type. If the Engagement Type is unclear or if the Seller and Client disagree, the BOA Program Manager and the Seller's lead key personnel will work together to reach agreement.

2. If the candidate is Company-recruited, the Client will provide the name and contact information for the individual. If the position is Seller-recruited the Seller will provide resumes to the Client. Interviews, if required, will be scheduled by the Seller at a time mutually agreeable to the Client and candidates. When a candidate is selected, the Seller will propose a price using the Pricing Worksheet. The information will include:
 - a) The Engagement Type;
 - b) The proposed salary, including a rationale for how the salary was established in accordance with the Salary Process Description;
 - c) The multiplier for the type of engagement;
 - d) The total proposed billing rate and/or fixed price; and
 - e) The Seller shall submit the Pricing Worksheet information to the Procurement Officer, TPO and Client.

IV. Post-Award Requirements

A. Timekeeping and Invoicing

1. The Seller shall implement and maintain its own timekeeping system for its employees. The Seller's timekeeping system will be the system of record for generating invoices. The Seller's timekeeping system and practices will be subject to audit by the Company.
2. Seller's employees may be required to enter time in the Company's time keeping system of record for project cost allocation purposes. Company timekeeping requirements, if any, will be identified in the task order.
3. In the event of a conflict between the Seller's timekeeping system and the Company's time keeping system, the Seller's system will be used.

B. Identification of Seller's Employees in Written Communication

Seller's employees shall clearly identify themselves as an employee of the Seller by using the following signature line on all emails and other written communication when using the Company's systems:

- First Name and Last Name | Name of Seller's Company
- Position Title (Without position level; for example, Project Manager vs. Project Manager 2)
- ORNL group or division where assigned
- Subcontractor to UT-Battelle, LLC.
- Oak Ridge National Laboratory
- Phone number
- Email address
- The signature line shall not include any additional information, including quotes, personal observations, photos, drawings, etc.

Example:

Jane Doe | XYZ, LLC
Project Manager
Fusion Energy Division
Subcontractor to UT-Battelle, LLC.

Oak Ridge National Laboratory
555-555-5555
jmdoe@ornl.gov

V. Information and Reporting

A. Records Maintenance

1. The Seller shall maintain placement details for its staff. The Seller shall provide a Placement Report to the BOA Program Manager within 30 minutes of such a request. The Seller shall also provide the information to Clients for their own organization (group, division, or directorate) as requested. Placement information shall be submitted in Excel format and at a minimum shall include the following for each Seller employee:
 - Company Task Order Number
 - Name of Seller Employee
 - Seller Employee's ORNL badge number
 - Name of Client
 - ORNL division name
 - Task Order start date
 - Task Order end date
 - Term limit expiration date

B. Service Levels, Customer Service, and Customer Satisfaction

1. The Seller shall engage with Company staff in a prompt and professional manner. Each request shall be fulfilled according to the Service Levels proposed by the Seller.
2. The Seller shall track its performance against Service Levels and submit a quarterly report to the BOA Program Manager. A Corrective Action Plan shall be submitted for any Service Level that does not meet the standard.
3. The Seller shall conduct Client surveys to obtain feedback for its performance. The periodicity, audience and content of the survey shall be approved by the BOA Program Manager. A Corrective Action Plan shall be submitted for any area that does not meet agreed upon standards.