S				IMERCIAL ITEMS		EQUISITION NU PR-OFS-			PAGE OF		
		R TO COMPLETE B	3. AWARD/	4. ORDER NUMBER	10	PR-OF5-		. SOLICITATION NUMBER	1	27 6. SOLICITAT	
2. contract N 2032K718	800001		EFFECTIVE D/	ATE				. SULICITATION NUMBER		ISSUE DATE	
	R SOLICITATION PRMATION CALL:	a. NAME ALETA	DUST			b. TELEPHONE	NUMBER	(No collect calls)		UE DATE/LOCAL TIME	<u> </u>
9. ISSUED BY			CODI	1-IRS NON-IT	10. THIS ACQ	UISITION IS			SET ASIDE:	% FO	R:
IRS non-	-IT (OTPS)				SMALL BU	JSINESS		N-OWNED SMALL BUSINE 3) ELIGIBLE UNDER THE V		ED	
	l Revenue S	ervice					SMALL	BUSINESS PROGRAM		IAICS:	
Procurer					BUSINES			SB			
	, Stop C7-4	30			SERVICE		🖾 8(A)		S	IZE STANDARD:	
	lin Road MD 20706				SMALL B	USINESS					
	FOR FOB DESTINA-	12. DISCOUNT TERMS	2					13b. RATING			
TION UNLES	SS BLOCK IS		5			CONTRACT IS					
MARKED	HEDULE					ED ORDER UN S (15 CFR 700)		14. METHOD OF SOLIC			
15. DELIVER TO		COE	DELOTE		16. ADMINIST	ERED BY				RFP -IRS NON-II	T (OT
			OFS		-					<u> </u>	
OFS						n-IT (0					
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WASHING	TON DC 2022	0			Procure	ement T, Stop	07-43	20			
						llin Ro		50			
						MD 207					
17a. CONTRACT	OR/ CODE	807372839	FACILI		18a. PAYMEN	T WILL BE MAD	EBY		CODE AT	RC/ASD/APB	
OFFEROR	t		COD	E	-						
тмппсолп	ED FEDERAL		TNC		ARC/ASI	ם ה / ח					
Attn: Ni		SOLUTIONS	INC.				AVEBV	36			
	BRARY ST ST	E 500			ARC/ASD/APB, AVERY 3G PO BOX 1328						
	7A 20190-62				ACCOUNTSPAYABLE@FISCAL.TREASURY.GOV						
					PARKERSBURG WV 26106-1328						
TELEPHONE NO	571 2	299 2048									
17b. CHECK II	F REMITTANCE IS DIFF	ERENT AND PUT SUCI	H ADDRESS IN OFF	ER	18b. SUBMIT I	NVOICES TO A	DDRESS SH	OWN IN BLOCK 18a UNLE	SS BLOCK BE	ELOW	
					IS CHEC		SEE ADDEN				
19. ITEM NO.			20. DULE OF SUPPLIES			21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT	
				gement office :							
		ln support Lief Progra		ts under the T	rouple						
	ASSELS KEI	LIEI FIOGIA									
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	Continued	• • •									
	(Use Re	verse and/or Attac	ch Additional Sh	eets as Necessary)			<u> </u>				
25. ACCOUNT See sche	ING AND APPROPRI edule	ATION DATA					26	. TOTAL AWARD AMOL \$768,768		t. Use Only)	
27a. SOLICI	ITATION INCORPOR	ATES BY REFEREN	CE FAR 52.212-1	, 52.212-4. FAR 52.212-3 A	AND 52.212-5	ARE ATTACH	IED. ADD	ENDA			CHED.
X 27b. CONTR	RACT/PURCHASE O	RDER INCORPORA	TES BY REFERE	NCE FAR 52.212-4. FAR 52	.212-5 IS ATT/	ACHED.	ADDENDA			🛛 ARE NOT ATTAC	CHED.
28. CONTRA	ACTOR IS REQUIRE	D TO SIGN THIS DO	CUMENT AND R	ETURN		29. AWARD		A01.	K718R0		OFFER
	ISSUING OFFICE.							2018 YOUR OFFE			i),
	SET FORTH OR OTH JBJECT TO THE TEF			ON ANY ADDITIONAL				IONS OR CHANGES V AS TO ITEMS:	VHICH ARE \$	SEIFORIH	
30a. SIGNATURE OF OFFEROR/CONTRACT					31a. UNITE			GNATURE OF CONTRACTI	NG OFFICER)		
					Aleta	J. Dust			ally signed by 2 2018.07.13 14		
	ID TITLE OF SIGNER	(Type or print)		30c. DATE SIGNED	316 NAME			FICER (Type or print)		31c. DATE SIGNED	<u></u>
	IOLAS B.		0	7-13-18	ALETA		UP DNI OF	inocity (Type of print)		07/13/2018	<u>,</u>
	FOR LOCAL REPRO		U					STANDAR	D FORM 144	9 (REV. 2/2012)	

2 of 27

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Base Year (07/14/2018 - 06/13/2019) Analyst ////////////////////////////////////		HR		768,768.00
0002	Option Year 1 (06/14/2019 - 06/13/2020) Analyst //hr Amount: \$768,768.00(Option Line Item)		HR		Option
0003	Option Year 2 (06/14/2020 - 06/13/2021) Analyst //hr Amount: \$768,768.00(Option Line Item)		HR		Option
0004	Option Year 3 (06/14/2021 - 06/13/2022) Analyst //hr Amount: \$768,768.00(Option Line Item)		HR		Option
	The total amount of award: \$3,075,072.00. The obligation for this award is shown in box 26.				

32b. SIGNATURE OF AUTHORIZED	320	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
	32f	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
				32g	g. E-MAIL OF AUT	HORIZED GOVE	RNMENT	REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMO CORREC	JNT VERIFIED T FOR	36	. PAYMENT			37. CHECK NUMBER	
PARTIAL FINAL	_					PARTIAL		FINAL	
38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY									
41a. I CERTIFY THIS ACCOUNT IS	CORRECT AND PROPER FOR PA	YMENT			42a. RECEIVED E	BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41			41c. DATE						
					42b. RECEIVED AT (Location)				
				2	42c. DATE REC'D	(YY/MM/DD)	42	d. TOTAL CONTAINERS	

STANDARD FORM 1449 (REV. 2/2012) BACK

#### 1. FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Jan 2018)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - <u>52.203-19</u>, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
  - (2) <u>52.209-10</u>, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
  - (3) <u>52.233-3</u>, Protest After Award (AUG 1996) (<u>31 U.S.C. 3553</u>).
  - (4) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (<u>19 U.S.C. 3805 note</u>)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) <u>52.203-6</u>, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (<u>41 U.S.C. 4704</u> and <u>10 U.S.C. 2402</u>).
- (2) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41 U.S.C.</u> <u>3509</u>)).
- (3) <u>52.203-15</u>, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) <u>52.204-10</u>, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (<u>31 U.S.C. 6101 note</u>).
- (5) [Reserved].
- (6) <u>52.204-14</u>, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) <u>52.204-15</u>, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) <u>52.209-6</u>, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- (9) <u>52.209-9</u>, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) [Reserved].
- (11) (i) <u>52.219-3</u>, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (<u>15</u> <u>U.S.C. 657a</u>).
- (ii) Alternate I (Nov 2011) of <u>52.219-3</u>.

- (12) (i) <u>52.219-4</u>, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (<u>15 U.S.C. 657a</u>).
  - (ii) Alternate I (JAN 2011) of <u>52.219-4</u>.
- (13) [Reserved]

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- (14) (i) <u>52.219-6</u>, Notice of Total Small Business Set-Aside (Nov 2011) (<u>15 U.S.C. 644</u>).
  - (ii) Alternate I (Nov 2011).
  - (iii) Alternate II (Nov 2011).
- (15)(i) <u>52.219-7</u>, Notice of Partial Small Business Set-Aside (June 2003) (<u>15 U.S.C. 644</u>). (ii) Alternate I (Oct 1995) of <u>52.219-7</u>.
  - (iii) Alternate II (Mar 2004) of <u>52.219-7</u>.
- (16) <u>52.219-8</u>, Utilization of Small Business Concerns (Nov 2016) (<u>15 U.S.C. 637(d)(2)</u> and (3)).
  - (17)(i) <u>52.219-9</u>, Small Business Subcontracting Plan (Jan 2017) (<u>15 U.S.C. 637(d)(4)</u>).
    - (ii) Alternate I (Nov 2016) of <u>52.219-9</u>.
    - (iii) Alternate II (Nov 2016) of <u>52.219-9</u>.
    - (iv) Alternate III (Nov 2016) of <u>52.219-9</u>.
    - (v) Alternate IV (Nov 2016) of <u>52.219-9</u>.
- (18) <u>52.219-13</u>, Notice of Set-Aside of Orders (Nov 2011) (<u>15 U.S.C. 644(r)</u>).
- (19) <u>52.219-14</u>, Limitations on Subcontracting (Jan 2017) (<u>15 U.S.C. 637(a)(14)</u>).
- (20) <u>52.219-16</u>, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (<u>15 U.S.C.</u> <u>637(d)(4)(F)(i)</u>).
- (21) <u>52.219-27</u>, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (<u>15 U.S.C. 657 f</u>).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) <u>52.219-29</u>, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (<u>15 U.S.C.</u> <u>637(m)</u>).
- (24) <u>52.219-30</u>, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (<u>15 U.S.C. 637(m)</u>).
- (25) <u>52.222-3</u>, Convict Labor (June 2003) (E.O. 11755).
- (26) <u>52.222-19</u>, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- $\boxtimes$  (27) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015).
- (28) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246).
- (29) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015)(<u>38 U.S.C. 4212</u>).
- (30) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (Jul 2014) (<u>29 U.S.C. 793</u>).
- (31) <u>52.222-37</u>, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(32) <u>52.222-40</u> , Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
(33) (i) $52.222-50$ , Combating Trafficking in Persons (Mar 2015) ( $22$ U.S.C. chapter 78 and
E.O. 13627). (ii) Alternate I (Mar 2015) of <u>52.222-50</u> ( <u>22 U.S.C. chapter 78</u> and E.O. 13627).
(34) <u>52.222-54</u> , Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in <u>22.1803</u> .)
(35) (i) <u>52.223-9</u> , Estimate of Percentage of Recovered Material Content for EPA– Designated Items (May 2008) ( <u>42 U.S.C. 6962(c)(3)(A)(ii)</u> ). (Not applicable to the acquisition of commercially available off-the-shelf items.)
<ul> <li>(ii) Alternate I (May 2008) of <u>52.223-9</u> (<u>42 U.S.C. 6962(i)(2)(C)</u>). (Not applicable to the acquisition of commercially available off-the-shelf items.)</li> </ul>
(36) <u>52.223-11</u> , Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
(37) <u>52.223-12</u> , Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
<ul> <li>(38) (i) <u>52.223-13</u>, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).</li> <li>(ii) Alternate I (Oct 2015) of <u>52.223-13</u>.</li> </ul>
<ul> <li>(39) (i) <u>52.223-14</u>, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).</li> <li>(ii) Alternate I (Jun 2014) of <u>52.223-14</u>.</li> </ul>
(40) <u>52.223-15</u> , Energy Efficiency in Energy-Consuming Products (DEC 2007) ( <u>42 U.S.C.</u> <u>8259b</u> ).
<ul> <li>(41) (i) <u>52.223-16</u>, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).</li> <li>(ii) Alternate I (Jun 2014) of <u>52.223-16</u>.</li> </ul>
(42) <u>52.223-18</u> , Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
(43) <u>52.223-20</u> , Aerosols (JUN 2016) (E.O. 13693).
(44) <u>52.223-21</u> , Foams (JUN 2016) (E.O. 13693).
<ul> <li>(45) (i) <u>52.224-3</u>, Privacy Training (JAN 2017) (5 U.S.C. 552a).</li> <li>(ii) Alternate I (JAN 2017) of 52.224-3.</li> </ul>
(46) <u>52.225-1</u> , Buy American—Supplies (May 2014) ( <u>41 U.S.C. chapter 83</u> ).
<ul> <li>(47) (i) <u>52.225-3</u>, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (<u>41 U.S.C. chapter 83</u>, <u>19 U.S.C. 3301</u> note, <u>19 U.S.C. 2112</u> note, <u>19 U.S.C. 3805</u> note, <u>19 U.S.C. 4001</u> note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109- 53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.</li> </ul>
<ul> <li>(ii) Alternate I (May 2014) of <u>52.225-3</u>.</li> <li>(iii) Alternate II (May 2014) of <u>52.225-3</u>.</li> <li>(iv) Alternate III (May 2014) of <u>52.225-3</u>.</li> </ul>

- (48) <u>52.225-5</u>, Trade Agreements (OCT 2016) (<u>19 U.S.C. 2501</u>, et seq., <u>19 U.S.C. 3301</u> note).
- (49) <u>52.225-13</u>, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (50) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; <u>10 U.S.C. 2302 Note</u>).
- (51) <u>52.226-4</u>, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (<u>42 U.S.C.</u> <u>5150</u>).
- (52) <u>52.226-5</u>, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (<u>42 U.S.C. 5150</u>).
- (53) <u>52.232-29</u>, Terms for Financing of Purchases of Commercial Items (Feb 2002) (<u>41</u> <u>U.S.C. 4505</u>, <u>10 U.S.C. 2307(f)</u>).
- (54) <u>52.232-30</u>, Installment Payments for Commercial Items (Jan 2017) (<u>41 U.S.C. 4505</u>, <u>10 U.S.C. 2307(f)</u>).
- (55) <u>52.232-33</u>, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).
- (56) <u>52.232-34</u>, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).
- (57) <u>52.232-36</u>, Payment by Third Party (May 2014) (<u>31 U.S.C. 3332</u>).
- (58) <u>52.239-1</u>, Privacy or Security Safeguards (Aug 1996) (<u>5 U.S.C. 552a</u>).
- (59) <u>52.242-5</u>, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
- (60) (i) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>).
- (ii) Alternate I (Apr 2003) of <u>52.247-64</u>.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- (2) (2) <u>52.222-41</u>, Service Contract Labor Standards (May 2014) (<u>41 U.S.C. chapter 67</u>).
- (3) <u>52.222-42</u>, Statement of Equivalent Rates for Federal Hires (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
- (4) <u>52.222-43</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (<u>29 U.S.C. 206</u> and <u>41</u> <u>U.S.C. chapter 67</u>).
- (5) <u>52.222-44</u>, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).

- (6) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- (7) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- $\boxtimes$  (8) <u>52.222-55</u>, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (9) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (10) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42</u> <u>U.S.C. 1792</u>).
- (11) <u>52.237-11</u>, Accepting and Dispensing of \$1 Coin (Sept 2008) (<u>31 U.S.C. 5112(p)(1)</u>).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at <u>52.215-2</u>, Audit and Records—Negotiation.
  - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
  - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR <u>subpart 4.7</u>, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
  - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
  - (i) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Oct 2015) (<u>41 U.S.C.</u> <u>3509</u>).
  - (ii) <u>52.203-19</u>, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
  - (iii) <u>52.219-8</u>, Utilization of Small Business Concerns (Nov 2016) (<u>15 U.S.C. 637(d)(2)</u> and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.

- (iv) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause <u>52.222-17</u>.
- (v) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015)
- (vi) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vii) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015) (<u>38 U.S.C. 4212</u>).
- (viii) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (Jul 2014) (<u>29 U.S.C.</u> <u>793</u>).
- (ix) <u>52.222-37</u>, Employment Reports on Veterans (Feb 2016) (<u>38 U.S.C. 4212</u>)
- (x) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause <u>52.222-40</u>.
- (xi) <u>52.222-41</u>, Service Contract Labor Standards (May 2014) (<u>41 U.S.C. chapter 67</u>).
- (xii) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O 13627). Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78 and</u> <u>E.O 13627</u>).
- (xiii) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- (xiv) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- (xv) <u>52.222-54</u>, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvi) <u>52.222-55</u>, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
  (B) Alternate I (JAN 2017) of 52.224-3.
- (xix) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; <u>10 U.S.C. 2302 Note</u>).
- (xx) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C. 1792</u>). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.
- (xxi) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

# 2. FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the expiration of the contract.

## 3. FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 47 months.

(End of clause)

## 4. FAR 52.237-3 Continuity of Services (Jan 1991)

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—
  - (1) Furnish phase-in training; and
  - (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

# 5. DTAR 1052.201-70 Contracting Officer's Representative (COR) Appointment and Authority (Apr 2015)

- (a) The COR is Starlene Simons, starlene.simons@treasury.gov.
- (b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:
  - Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;
  - (2) Constitutes a change as defined in the clause entitled "Changes";
  - (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
  - (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
  - (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
  - (6) Directs, supervises or otherwise controls the actions of the Contractor's employees.
- (d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.
- (e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(End of clause)

# 6. DTAR 1052.210-70 Contractor Publicity (Apr 2015)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the supplies or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such supplies or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this clause may be considered as part of the evaluation of past performance.

## 7. DTAR 1052.219-72 8(a) Business Development Program Awards (JUN 2003)

(a) This purchase/delivery/task order or contract is issued by the contracting activity directly to the 8(a) program participant/contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of the Treasury. However, the Small Business Administration is the prime contractor and retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and provides counseling and assistance to the 8(a) contractor under the 8(a) Business Development program. The cognizant SBA district office is:

U.S. Small Business Administration Washington Metropolitan Area District Office 409 3<sup>rd</sup> Street SW, 2<sup>nd</sup> Floor Washington, DC 20416

- (b) The contracting officer is responsible for administering the purchase/delivery/task order or contract and taking any action on behalf of the Government under the terms and conditions of the purchase/delivery/task order or contract, to include providing the cognizant SBA district office with a signed copy of the purchase/delivery/task order or contract award within 15 days of the award. However, the contracting officer shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the purchase order or contract. The contracting officer shall also coordinate with SBA prior to processing any novation agreement. The contracting officer may assign contract administration functions to a contract administration office.
- (c) The contractor agrees:
  - to notify the contracting officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based, plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of control; and,
  - (2) to adhere to the requirements of FAR 52.219-14, Limitations on Subcontracting.

(End of clause)

## 8. DTAR 1052.222-70 Minority and Women Inclusion (Jan 2016)

(a) Contractor confirms its commitment to equal opportunity in employment and contracting. To implement this commitment, the Contractor shall ensure, to the maximum extent possible consistent with applicable law, the fair inclusion of minorities and women in its workforce. The Contractor shall insert the substance of this clause in all subcontracts awarded under this contract whose dollar value exceeds \$150,000. Within ten business days of a written request from the Contracting Officer, or such longer time as the Contracting Officer determines, and without any additional consideration required from the Agency, the Contractor shall provide documentation, satisfactory to the Agency, of the actions it (and as applicable, its subcontractors) has undertaken to demonstrate its good faith effort to comply with the aforementioned provisions. For purposes of this contract, "good faith effort" may include actions by the Contractor intended to identify and, if present, remove barriers to minority and women employment or expansion of employment opportunities for minorities and women within its workforce. Efforts to remove such barriers may include, but are not

limited to, recruiting minorities and women, providing job-related training, or other activity that could lead to those results.

- (b) The documentation requested by the Contracting Officer to demonstrate "good faith effort" may include, but is not limited to, one or more of the following—
  - (1) The total number of Contractor's employees, and the number of minority and women employees, by race, ethnicity, and gender (*e.g.*, an EEO-1);
  - (2) A list of subcontract awards under the contract that includes: Dollar amount, date of award, and subcontractor's race, ethnicity, and/or gender ownership status;
  - (3) Information similar to that required in paragraph (b)(1) of this clause, with respect to each subcontractor; and/or
  - (4) The Contractor's plan to ensure that minorities and women have appropriate opportunities to enter and advance within its workforce, including outreach efforts.
- (c) Consistent with Section 342(c)(3) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203) (Dodd-Frank Act), a failure to demonstrate to the Director of the Agency's Office of Minority and Women Inclusion such good faith efforts to include minorities and women in the Contractor's workforce (and as applicable, the workforce of its subcontractors), may result in termination of the contract for default, other contractual remedies, or referral to the Office of Federal Contract Compliance Programs (OFCCP). Compliance with this clause does not, however, necessarily satisfy the requirements of Executive Order 11246, as amended, nor does it preclude OFCCP compliance evaluations and/or enforcement actions undertaken pursuant to that Executive Order.
- (d) For purposes of this clause, the terms "minority," "minority-owned business," and "womenowned business" shall have the meanings set forth in Section 342(g) of the Dodd-Frank Act.

(End of clause)

## 9. DTAR 1052.232-7003 Electronic Submission Of Payment Requests (Apr 2015)

- (a) Definitions. As used in this clause-
  - (1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electroanically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at *www.ipp.gov* or any successor site.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

## 10. Key Personnel

- (a) The Contractor agrees that a partial basis for award of this contract is the list of personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the offer necessary to fulfill the requirements of the contract. The Contractor shall not remove key personnel without advance approval by the Contracting Officer, unless necessitated by illness, death, or end of employment. The resume of all replacements must be approved by the Government in advance of starting work.
- (b) All proposed substitutes must meet or exceed the qualifications of the person to be replaced. The Contractor must notify the Contracting Officer in writing of any proposed substitution at least fifteen days in advance of the change (if substitution can be reasonably foreseen). Such notification shall include:
  - (1) An explanation of the circumstances necessitating the substitution;
  - (2) A resume containing at a minimum the name, proposed position, and relevant experience and education of the candidate; and
  - (3) Any other information needed by the Contracting Officer to approve or disapprove the substitution.

#### (c) All personnel performing under this contract are key. Those personnel are:

Labor Category	 Name	
_		

## 11. Conflicts of Interest – Contract Clause

- The Treasury HAS NOT WAIVED any potential conflicts of interest as defined by the Federal Acquisition Regulation (FAR) or 31 C.F.R. Part 31. Further, the Contractor agrees that its future relationship with the Treasury will be governed by the FAR, 31 C.F.R. Part 31, and this contract. The Contractor agrees to negotiate in good faith concerning the inclusion of any different or additional conflict of interest policies and procedures that may be issued by the Treasury pursuant to Section 108(b) of the Emergency Economic Stabilization Act (EESA) of 2008.
- 2. Prior to the execution of the contract or the issuance of any major revision to the contract, the Contractor shall prepare a detailed written explanation of all actual conflicts, potential conflicts, or matters that may present the appearance of a conflict under the FAR or 31 C.F.R. Part 31, and shall provide a detailed written plan explaining any and all steps the Contractor will undertake to avoid or mitigate such conflicts. The Contractor's disclosure submission shall include but is not limited to the information specified in 31 C.F.R. §31.211(b)(1) (b)(6), and shall include at a minimum the following:
  - The Contractor's and any proposed or actual subcontractor's or consultant's relationship to any related entities as such term is defined in 31 C.F.R. §31.201;
  - The categories of troubled assets owned or controlled by the Contractor, its related entities, or its proposed or actual subcontractors or consultants if the arrangement relates to the acquisition, valuation, disposition, or management of troubled assets;

- Information concerning all other business or financial interests of the Contractor, its
  related entities, or its proposed or actual subcontractors or consultants that could conflict
  with the Contractor's obligations under this award;
- A description of all organizational conflicts of interest and potential conflicts of interest;
- A written detailed plan to mitigate all organizational conflicts of interest, along with supporting documents; and
- A written detailed plan to mitigate all personal conflicts of interest, along with supporting documents; and
- A certification that the information provided to the Treasury in response to the above items is complete and accurate in all materials respects. Only after receiving this information will the Treasury determine whether organizational conflicts of interest prevent the Contractor from supporting the Treasury in the specific matter.
- 3. Failure to make full and timely disclosure of actual or potential conflicts of interest, or matters that may present the appearance of a conflict, as well as failure to comply with 31 C.F.R. Part 31 or Treasury conflicts of interest policies and procedures are extremely serious matters. Such failures may subject the Contractor to corrective action including but not limited to: (i) refusal to waive a conflict; (ii) termination for default; (iii) debarment of the contractor from federal contracting; (iv) referral to the appropriate state licensing authorities; and/or in appropriate cases (v) civil or criminal actions.
- 4. It is solely within the discretion of the Treasury to determine whether or not a conflict of interest exists and whether any mitigation plan submitted by the Contractor avoids or mitigates a conflict. Even the appearance of a conflict may result in the denial of a waiver or other appropriate actions. In the event that matters are transferred to another contractor or entity pursuant to the corrective actions listed above, the Contractor is expected to follow Treasury policies and procedures and to cooperate fully in the orderly transfer of such matters.
- 5. In addition to complying with 31 C.F.R. Part 31 and any other applicable restrictions, the Contractor will: (1) not represent or advise any parties against the United States in any matter that is the subject of or related to this work during the term of the contract and after the end of performance; and (2) have all professional staff assigned to work under this contract receive conflicts training in consultation with the OFS Compliance Office. Individuals assigned to work under this contract shall not provide any services related to the Troubled Asset Relief Program (TARP) to any party during the time the individual is performing work for Treasury.
- 6. No later than 10 business days after the effective date of this award or any revision to this statement of work, the Contractor shall (i) obtain and review the submissions required by 31 C.F.R. §31.212 for personal conflicts of interest, and (ii) certify in writing to the Treasury that all such individuals have no personal conflicts of interest, or are subject to a mitigation plan or waiver approved by the Treasury. The Contractor agrees not to permit any such individual to perform work under this contract with respect to any institution or related entities of such institution with which such individual has disclosed a personal conflict of interest pursuant to 31 C.F.R. §31.212, absent obtaining the Treasury's prior consent. In making this determination, the Contractor may rely on the information obtained pursuant to

31 C.F.R. §31.212(b), unless the Contractor knows or should have known that the information provided is false or inaccurate.

7. Pursuant to 31 C.F.R. § 31.216(b), before entering into this contract, or a modification to this contract, the Contractor shall certify to the following:

(1) The Contractor is aware of the prohibitions or paragraph (a) of 31 C.F.R. § 31.216 and, to the best of its knowledge after making reasonable inquiry, the Contractor has no information concerning a violation or possible violation of paragraph (a) of 31C.F.R. § 31.216; and

(2) Each officer, employee, and representative of the Contractor who participated personally and substantially in preparing a bid, offer, proposal, or request for modification of this contract after the date hereof, has certified that he or she:

(a) Is familiar with and will comply with the requirements of paragraph (a) of 31 C.F.R. § 31.216; and

- (b) Has no information of any violations or possible violations of paragraph (a) of 31 C.F.R. § 31.216, and will report immediately to the Contractor any subsequently gained information concerning a violation or possible violation of paragraph (a) of 31 C.F.R. § 31.216.
- (3) The Contractor shall use Attachment 4 of the contract to comply with this requirement.
- 8. The Contractor shall include this clause in all subcontracts, consultant agreements, and lower tier subcontractors unless a waiver is requested from, and granted by, the CO.

## PERFORMANCE WORK STATEMENT (PWS)

## Acquisition and Program Management Office Support Services

## 1.0 Background

The U.S. Department of the Treasury (Treasury) is responsible for the management and administration of the Troubled Assets Relief Program (TARP), which was established under the Emergency Economic Stabilization Act of 2008 (the Act) to restore and maintain the stability of America's financial system. The Act required the Secretary to establish the Office of Financial Stability (OFS) within the Treasury to implement the TARP and other programs under the Act. This acquisition will further the Treasury's mission of ensuring the stability of the U.S. financial system and support the implementation of TARP programs and initiatives through the procurement of supplies and services from private institutions. Financial institutions, law firms, accounting firms, consulting firms, and other entities continue to support Treasury's efforts under the TARP to ensure America's financial stability. Treasury retains these businesses through procurement contracts and agreements issued pursuant to the Federal Acquisition Regulation (FAR) and the Department of the Treasury Acquisition Regulation supplement. The Treasury requires a contract to satisfy repetitive requirements in an efficient and streamlined manner while furthering its goals of contracting with small, disadvantaged businesses within the Small Business Administration's 8(a) Business Development Program. The OFS reports to various oversight bodies, such as the Special Inspector General for TARP (SIGTARP), the Government Accountability Office (GAO), and Congress, which creates a need to maintain the most current information to report and respond to requests made by these authorities.

# 2.0 Objective and Scope of Work

Treasury requires the Contractor to provide acquisition and program management office support services in support of programs under the TARP and OFS processes. This includes, but is not limited to, assisting with the procurement of professional services, acquisition planning and contract administration as required by the Office of Treasury Procurement Services (OTPS), contract data reporting, and implementing and executing business process improvement. Additionally, acquisition and program management office support services include data entry into OFS' Acquisition Management System (AMS), tracking, reviewing, updating, researching, and analyzing contract and program requirements, and evaluating, reengineering, and documenting any changes to the OFS acquisition processes.

The scope of work in its entirety equates to two (2) or less full-time mid-level analysts and one (1) part-time mid-level analyst with program manager oversight experience.

## 3.0 Task Areas

Contractor shall support the following tasks or task areas under this PWS:

## 3.1 Acquisition Support

- Acquisition planning for the primary procurement of professional services.
- Provide advice, recommendations, and documentation support in all areas of the acquisition requirements phase to include requirements documentation development (e.g., Statement of Work, Performance Work Statements) and evaluation criteria development.
- Provide advice and recommendations for all elements in acquisition plans, including approaches, options, strategies, risks, contracting methods, competition, sources, costs, and milestone schedules.
- Provide advice on the Federal Acquisition Regulation (FAR).
- Research existing Government-wide contracts for available products and services.
- Evaluate different approaches to and sources for acquisition support.
- Research available suppliers and compare services and costs of obtaining support from different providers.
- Assist the program offices in preparing Independent Government Cost Estimates (IGCEs).
- Assist in evaluation process and assure written documentation supports formal source selection procedures to include assisting with preparing source selection plans and drafting source selection decision memorandum.
- Assist with the contract administration of large, complex professional services contracts to include collaborating with the customer to identify upcoming contract milestones. Contract administration shall include the development of all related written documentation.
- Assure solicitations include all appropriate terms and conditions. Recommend and prepare unique terms and conditions as required.
- Work with technical evaluators and Contracting Officer (CO) to identify pre-negotiation objectives and assist the CO with discussions with Offerors. Prepare final contract award documents for the contract file.
- Support weekly contract pre-award pipeline meetings.

- Provide ad-hoc training on contracting acquisition topics (e.g., statements of work, cost estimates, small business contracting) to Contracting Officer's Representatives (COR) or other agency personnel.
- Respond to contract related data calls and enter data in contract workload tracker tools.

# 3.2 Program Management Office Support

- Assist with the development of the Acquisition Management Solution (AMS) database structure and customized executive dashboards.
- Develop, refine, or adapt templates and reports to work within OFS, AMS, or other systems used by OFS.
- Review data in AMS for accuracy and discuss issues with CORs.
- Assist CORs with AMS functionality questions and AMS ad hoc training.
- Assist federal staff in entering acquisition data into AMS.
- Establish, implement, and maintain a management control system that provides timely, reliable, and verifiable information to OFS.
- Track the status of all contracts and orders from planning to completion, estimate time to complete activities, provide associated milestones, and record projected and actual costs.
- Provide technical and functional activities as required for integration of all tasks specified within this PWS, and include productivity and management methods such as quality assurance, progress/status reporting, baseline reporting, and program reviews.
- Assist with facilitating, routing, and tracking documentation and packages ensuring completion and appropriate reviews and approvals for processing.
- Acquisition data analysis and reporting to include contract data certifications.
- Assist with producing monthly, quarterly, and ad hoc contract data reports.
- Document framework for current contracting processes, including analysis using current processes and reports to develop automation requirements and other efficiency savings, and assist with defining future contract process and report automation requirements.
- Assist with testing automation and providing formal documentation of results and recommended solutions.
- Assist with creating workflow designs utilizing the acquisition life cycle to track current

and pending procurement actions.

- Acquisition data verification and validation of reconciling OFS obligation dollars to Oracle on a monthly basis.
- Develop and update acquisition documentation, provide analyses, assessment, and recommendations, conduct studies and analyses of required, current, and future acquisition requirements and track, validate, and report requirements activities using existing programs and databases.
- Attend informational meetings, and work with Treasury personnel to gain a more in-depth knowledge of AMS.
- Provide accurate and complete data for records management.
- Document and revise existing processes, procedures, controls, user support materials, and other supporting documentation.
- Work with Treasury personnel to conduct other work product related duties, as required.

# 4.0 Place of Performance

The Contractor shall perform this contract's activities at OFS, 1801 L Street, NW, Washington, DC or the Contractor's facility, unless otherwise directed by the CO or COR.

# 5.0 Period of Performance

Base Period: 07/14/2018 – 06/13/2019 Option Period 1: 06/14/2019 – 06/13/2020 Option Period 2: 06/14/2020 – 06/13/2021 Option Period 3: 06/14/2021 – 06/13/2022

# 6.0 Travel

Travel is not required for performance under this contract.

# 7.0 Performance/Deliverables

- Monthly Status Report shall be submitted to the COR and Program Office Representative (POR), current with submission of Contractor's invoice, and the status for all tasks as of the end of the previous month. Such report shall describe, but is not limited to the:
  - Hours and dollars spent during the reporting period (month), including cumulative totals of each, a forecast of future costs through the next month, total estimated cost at completion;
  - o Current contractor personnel engaged;
  - Subcontracts, including socioeconomic category of subcontractor and dollar value;

- Any contract issues; and
- Monthly transactions and accomplishments.
- Socio-Economic Report shall be submitted to the POR as requested. Said report shall detail socio-economic data for all OFS contracts.
- Contract Matrix shall be submitted to the POR by the third business day of each month. Said report shall provide detail for all OFS procurement actions and highlight changes for the most recent month.
- EESA Report shall be submitted to the POR by the fourth of each month. Said report shall include all new contracts awarded each month as of the end of the previous month.
- AMS Break Report shall be submitted to the POR by the sixth day of each month. Said report shall include any discrepancies between AMS and Oracle, the accounting system of record.
- SIGTARP Report shall be submitted to the POR quarterly by the twelfth day of the month from the previous quarter. Said report shall include all contract actions with current changes highlighted.
- Expiring Contracts Dashboard shall be submitted to the POR by the last business day of each month. Said report shall include the procurement action lead times and current status for all actions expiring within six (6) months.
- Ad hoc reporting shall be submitted to the POR or COR as requested.
- Contractor shall submit contract deliverables to the Treasury's LAN data repository, all documents in its original and final format (e.g., Word, Excel, PowerPoint, Project, Visio, etc.).

DESCRIPTION	FREQUENCY
Contractor Monthly Status Report	By the 20 <sup>th</sup> day of each month
Monthly Invoice	By the 20 <sup>th</sup> day of each month
Socio-Economic Report	As requested
Contract Matrix	By the 3 <sup>rd</sup> day of each month
EESA Report	By the 4 <sup>th</sup> day of each month
AMS Break Report	By the 6 <sup>th</sup> day of each month
SIGTARP Report	By the 12 <sup>th</sup> of each quarter
Expiring Contract Dashboard	By the last business day of each month
Ad hoc Reporting	As requested
Other Acquisition or Project	As requested
Management related Reports or	
Documents	

# 8.0 Quality Control

The Contractor shall develop and maintain an effective quality assurance control program, including but not limited to a written Quality Control Plan, 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 quality control program is the means by which it assures itself that the work performed under the PWS complies with the requirements of the contract. At a minimum, the Contractor shall develop written quality control procedures that address the areas identified in the "Performance Requirements Summary Matrix" set forth herein. Once the Quality Control Plan has been approved by the CO in writing, changes to the Quality Control Plan can only be made after coordination with and written approval of the CO.

# 9.0 Quality Assurance

Treasury shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP), attached as Attachment 1. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. Among other things, it defines how the performance standards will be applied and the frequency of surveillance.

# **10.0** Performance Requirements

The Performance Requirements Summary (PRS) Matrix below states the minimum acceptable qualify levels (AQLs) for the Monthly Contract Status Report and other work products as identified in the deliverables section of the PWS.

Performance	Standard	Acceptable Quality	Government	Remedy
Objective	Performance	Levels	Surveillance	
Provide status updates on contract actions on Dashboard workload tracker report.	Contractor shall make updates to the Dashboard on a weekly basis.	Accuracy – No more than 5% of submitted reports require re- submission following Government review. Completeness – No more than 5% omission rate. Timeliness – 98% of reports submitted by the required due date.	100% review	Government will provide comments and questions to the Contractor. Contractor will address comments and questions until deliverable is acceptable.

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# **11.0 Government-Furnished Property:**

For on-site Contractor personnel, OFS will provide laptops and access to the local area network for email and the document management necessary to perform the activities outlined in the contract. Contractor personnel issued Treasury laptops and/or access to the Treasury network must comply with Treasury's Federal Information Security Management Act (FISMA). All Contractor personnel must comply with the Privacy Act training requirements. In addition, printer access, software, support, and facilities will be provided by the Government for on-site personnel. For off-site Contractor personnel, the issuance of Treasury laptops will be determined on a case by case basis and would include remote access to the Treasury network as applicable.

The Government furnished property (e.g., equipment, badges, etc.) will be provided in conjunction with required performance under this contract. At the written request of the Government, the Contractor will immediately return any property provided by the Government for the Contractor's use to complete the assigned tasks under this contract. If not requested, the

Contractor will continue to abide by FAR Part 45 until completion of the contract.

# **12.0** Government-Furnished Information:

Government furnished information (e.g., documents, materials, reports, etc.) may be provided in conjunction with required performance under this contract as determined by OFS. At the written request of the Government, the Contractor will immediately return any documents provided by the Government for the Contractor's use to complete the assigned tasks under this contract. If not requested, the Contractor will continue to abide by FAR Part 45 until completion of the contract.

## **13.0** Ownership of Data

OFS will retain ownership of all documents, and any other products or software generated while performing services under this contract. Any data provided by OFS to the Contractor shall remain the property of OFS. Any data generated shall become the property of OFS and may not be released by the Contractor to any non-OFS office, or to any OFS oversight body without consent from Office of Finance and Operations (OFO). A data repository covering the contract deliverables should be established on Treasury's LAN (e.g., AMS and/or SharePoint) to house, in an easy to retrieve structure, all documents in its original and final formats (e.g., Word, Excel, PowerPoint, Project, etc.).

## ATTACHMENT 1

# QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

## 1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the Performance Work Statement (PWS). This performance-based plan sets forth the procedures and guidelines the U.S. Department of the Treasury (Treasury) will use in evaluating the technical performance of the Contractor.

#### 1.1 PURPOSE

1.1 The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards identified in the PWS.

1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the Contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

#### 2.0 ROLES AND RESPONSIBILITIES

2.1 The Contracting Officer (CO) is responsible for monitoring contract compliance, contract administration, and cost control; and resolving any differences between the observations documented by the user/customer (hereinafter the Program Officer Representative (POR)) and submitted to the Contracting Officer's Representative (COR) regarding the Contractor's performance.

2.2 The CO will designate one full-time COR as the Government authority for performance management.

2.3 The COR is responsible for monitoring, assessing, and communicating the technical performance of the Contractor.

## 3.0 IDENTIFICATION OF SERVICES TO BE PERFORMED

The Contractor shall provide acquisition and program management office support services in accordance with the PWS. The performance standards are established in the PRS section of this contract. The acceptable level of performance is set in the acceptable quality level related to that section.

## 4.0 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate Contractor performance. The primary methods of surveillance are reports and customer input/feedback. The Government will use appointed representatives, as well as reports and input from users/customers as sources of comments on the Contractor's performance.

4.2 The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of professional communication between employees and customers is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints. Performance management drives the Contractor to be customer focused through initially addressing user/customer complaints and investigating the issues and/or problems.

**NOTE**: The user/customer (POR) always has the option to communicate complaints to the COR as opposed to the Contractor. The COR will investigate the customer's complaints.

4.3 The acceptable quality levels (AQL) located in the PRS Matrix of this contract for Contractor performance are structured to allow the Contractor to manage how the work is performed. Specific tasks subject to surveillance are identified in the PRS Matrix.

## 5.0 QUALITY ASSURANCE REPORTING

Performance standards and measurements are outlined in the PWS. The POR will monitor and document the Contractor's performance and will submit written reports to the COR to retain in the contract file.

## 6.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS

6.1 At the end of each quarter, the POR will prepare a written report for the CO and COR summarizing the overall results of the quality assurance monitoring of the Contractor's performance. This written report consists of the Contractor's submitted monthly status reports and POR's performance evaluations/records, and will become part of the Quality Assurance (QA) documentation.

6.2 The CO may require the Contractor's project manager, or a designated alternate, to meet with the CO and other Government personnel as deemed necessary to discuss performance evaluation. The COR will define a frequency of in-depth reviews with the Contractor, however if the need arises, the Contractor will meet with the CO as often as required or per the Contractor's request. The agenda of the reviews may discuss, among other things, the following:

- Monthly performance measured by the metrics and trends;
- Issues and concerns of both parties;
- Projected outlook for upcoming months and progress against expected trend;
- Recommendations made by the COR based on Contractor information; and
- Issues arising from independent reviews and inspections.

6.3 The COR will use the information contained in the POR's QA reports and Contractor's monthly reports to assess the Contractor's level of performance for each objective measured in this QASP. The COR must coordinate and communicate with the Contractor to resolve issues and concerns of marginal or unacceptable performance. The Contractor will discuss with the CO/COR satisfaction ratings receiving a "less than acceptable" rating. Note, "less than acceptable" ratings will result when the Contractor fails to meet the AQLs for each performance objective as set forth in the PRS Matrix section of the PWS. For such cases, the Contractor should highlight its perspective on factors driving customer satisfaction and present plans to adjust service levels accordingly to bring the satisfaction rating up to an acceptable level.

6.4 The CO/COR and Contractor should jointly formulate tactical and long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the CO.

#### 7.0 FAILURE TO PERFORM

7.1 In cases where the Contractor fails to meet an AQL, the Contractor shall perform the applicable remedy set forth in the Performance Requirements Summary section of the PWS.

7.2 The Contractor may be terminated based on failure to perform. The following criteria apply for determining appropriate action:

- Notifications. Consistent with FAR Part 49, the CO shall notify the service provider of failure to meet standards through QA monitoring records, cure notices, or show cause notices and shall inform the service provider project manager or designated alternate of such notices.
- Termination. If the CO determines that the Contractor has failed to perform to the extent that a termination for default is justified, the CO shall issue a notice of termination, consistent with FAR Part 49.