

# DEPARTMENT OF THE TREASURY WASHINGTON, D.C.

The attached Notice to Proceed with urgent work was issued on April 2, 2020, to Summit Consulting LLC (the Vendor).

The Vendor has an existing contract issued on September 9, 2019, by the Internal Revenue Service, Office of Procurement, on behalf of the Federal Financing Bank within the U.S. Department of the Treasury (Treasury).

The Notice to Proceed authorizes the Vendor to provide services immediately to help the Treasury process applications for payroll support payments and applications for loans pursuant to Sections 4003 and 4112 of the Coronavirus Aid, Relief, and Economic Stability Act.

The Vendor is a small business, and the contract is a 100 percent set aside for small businesses.

The Notice to Proceed is a labor hour task order.



#### DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE WASHINGTON, DC 20224

#### April 2, 2020

#### MEMORANDUM FOR THE FILE

FROM: Seraphina Hanan, Section Chief, Office of Business Solutions Acquisition

(OBSA), Treasury Operations Branch

SUBJECT: Notice to Proceed for Budget Advisory Services under Task Order

2032H319F00098

The purpose of this letter is to authorize a Notice to Proceed (NTP) under GSA Task Order 2032H319F00098 for additional Budget Advisory Services under 10.2, Advisory Services, Other Advisory Services to include tasks such as:

- Document the end-to-end process for receiving, logging, reviewing, and approving or rejecting applications, including all touch points and communications with applicants, any outside parties, and internal parties;
- Develop the form of documents for all artifacts needed in the end-to-end application process;
- Perform the technical review and evaluation of applications and produce necessary artifacts, in accordance with the approved end-to-end process, selection criteria, internal review guide, and artifacts, subject to oversight and necessary step-by-step validation of the Treasury. For the avoidance of doubt, the vendor will not be responsible for approval or denial of applications, only technical and procedural reviews;
- Provide necessary input to Frequently Asked Questions (FAQ) documents, based on information and knowledge gained in processing and reviewing applications.
- Provide input and drafting assistance to an external application guide to help applicants prepare forms accurately and completely.

Due to the urgent nature of this work, performance is authorized to begin immediately after receipt of this notice. The period of performance remains unchanged. A modification to the Task Order will follow to incorporate these changes.

Sincerely,

Seraphina S. Hanan Date: 2020.04.02 12:06:50 -04'00'

Seraphina Hanan Contracting Officer

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#### SECTION I – BLANKET PURCHASE AGREEMENT TERMS AND CONDITIONS

# 1.0 Description of Agreement

The Contractor shall furnish supplies or services, described in general terms, if and when requested by the Contracting Officer (or the authorized representative of the Contracting Officer) during a specified period and within a stipulated aggregate amount, if any.

The establishment of the BPA creates no guarantee or obligation on the part of the Government to place any orders. The Government is obligated only to the extent of authorized purchases actually ordered under the BPA. The ordering office reserves the right to issue no solicitations or no order awards under the BPA.

The Government intends to/has incorporate/d the vendor's GSA schedule into the resulting BPA. The Government reserved the right to place calls against this BPA for any labor category so long as work is within the scope of this BPA.

# 2.0 Extend of Obligation

The Government is obligated only to the extent of authorized purchases actually made under the BPA. This agreement may be terminated upon 30 days written notice by either party.

#### 3.0 Estimated Value

This BPA does not obligate any funds. Any funds will be obligated upon award of individual orders.

#### 4.0 Period of Performance

The period of performance for this BPA is for a 12-month base period and a 12-month option period for a total of 24 months. Call orders placed under this BPA will have individual period of performances. The period of performance is as follows:

Base Period: April 18, 2020 through April 17, 2021 Option Period 1: April 18, 2021 through April 17, 2022

#### 5.0 Individuals Authorized to Purchase Under the BPA

Office of Business Solutions Acquisition, Treasury Operations Branch Contracting Officers shall be the only individuals authorized to place orders under this agreement.

#### 6.0 Orders

Orders awarded pursuant to this BPA will be either Labor Hour or Firm Fixed Price orders.

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#### 7.0 BPA Communication Protocol

The CO, in conjunction with the COR and other government personnel should strive to provide a structured and integrated approach for coordinating written and oral direction to a contractor on technical and contractual matters. The CO is the only individual authorized to give direction in any format to the contractor that would bind the government. The COR is authorized to give written or oral technical direction to the contractor only if this communication is non-binding and does not constitute contract direction. Information from other government personnel should be coordinated through the CO and/or the COR. With the exception of the CO and COR, no other government individual shall provide direction to the contractor either in writing or orally.

# 8.0 Inspection and Acceptance Process

Inspection and acceptance will be performed by the COR on a monthly basis or as appropriate in order to certify the invoices for payment.

#### 9.0 Invoice Review

Invoices for each Call will be reviewed by the COR within 7 days of receipt to ensure accuracy before certifying the invoice for payment. Invoices shall be submitted by the contractor in accordance with the Electronic Submission of Payment Requests clause in the BPA Call.

# 10.0 Administrative Contracting Officer

The Contracting Officer designated for administering this BPA is:

Mark C. Green 5000 Ellin Rd Lanham, MD 20706 Phone: 703-409-7139

Email: Mark.Green2@irs.gov

The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of the BPA, and notwithstanding any clauses contained elsewhere in the BPA, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the BPA/ order price to cover any increase in cost incurred as a result thereof.

#### 11.0 Electronic Interface

The BPA holder is required to interface with Office of Procurement via electronic mail for all pre and post award contractual actions, including but not limited to access to RFQ documents, Questions and Answers, contractor submission of technical, management and price quotes, access to award, amendments, modification documents and invoice submission.

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#### 12.0 BPA Termination

The IRS Office of Procurement Contracting Officer may terminate for convenience the BPA at any time by providing at least 30 days written notice to the contractor. The parties understand that termination of the BPA does not constitute termination of any impending order (order in which the contractor has submitted an otherwise acceptable quote and selected for award) or active order issued prior to the termination notice. Pending or active orders can only be terminated in accordance with termination provisions set forth in the FSS contract.

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#### **SECTION II – SUPPLIES OR SERVICES**

## **B.1 Labor Categories and Accompanying Rates**

The Contractor's Federal Supply Schedule is hereby incorporated into this final BPA; however, rates billed by the Contractor under this BPA shall not exceed those set forth in their proposed rates, see B.4 below.

#### **B.2** Travel

The Government does not anticipate travel on the part of the Contractors.

#### **B.3 BPA Pricing**

Pricing for this BPA is set forth in the following:

#### **BPA Schedule of Services**

BPA Labor Category	GSA Schedule Category	Hourly Rate Base Period	Hourly Rate Option Period 1
Project Directors (FABS)*	Project Directors (FABS)*	\$284.82	\$284.82
Statistician	Statistician	\$172.62	\$172.62
Economist	Economist	\$138.09	\$138.09
Junior Analyst	Data Analyst I	\$82.86	\$82.86

<sup>\*</sup> Key Personnel.

# **B.4 Invoicing and Payment Instructions**

- (a) Invoices shall be submitted electronically to <u>www.ipp.gov</u>.
- (b) An electronic copy shall also simultaneously be submitted to the COR and the Contracting Officer.
- (c) Submission of proper invoices shall be rendered on a percentage complete basis in an amount equal to the value of the work performed.
- (d) Each invoice submitted shall be supported by appropriate documentation. Documentation necessary to substantiate an invoice shall include, but is not limited to project name and number, invoice number, percent complete, original contract amount, modification amounts, retainage amount and percent cumulative), cost of materials used this invoice, value of work in place, contractor name, and contract number. Such documentation shall meet the approval of the Contracting Officer.

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#### 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 electronically 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.

(End of clause)

# Electronic Invoicing and Payment Requirements for the Invoice Processing Platform (IPP)

Invoice Processing Platform (IPP) is a secure web-based electronic invoicing and payment information service available to all Federal agencies and their suppliers. The preferred method for invoicing through September 30, 2012 is through IPP. Effective October 1, 2012 invoicing through IPP will be mandatory for all new contract awards. Additional information regarding IPP may be found at the IPP website address <a href="https://www.ipp.gov">https://www.ipp.gov</a>. Contractor assistance with enrollment can be obtained by contacting the Bureau of the Public Debt's IPP Team at 304-480-8000, Option 7 or the IPP Help desk via e-mail at ippgroup@bos.frb.org or via phone at (866) 973-3131.

#### **Electronic Invoicing and Payment Requirements**

Vendor invoices submitted electronically through IPP should be in the proper format and contain
the required information for payment processing. A "proper invoice" must meet the minimum
standards specified in FAR 32.905(b) in order to be approved for payment.
Under this contract, the following documents are required to be submitted as an attachment to the
invoice:

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#### **Payment and Invoice Questions**

For payment and invoice questions, contact the Accounting Services Division at (304) 480-8000 option 7 or via e-mail at AccountsPayable@bpd.treas.gov.

#### **Waivers**

If the Contractor is unable to utilize IPP for submitting payment requests starting on October 1, 2012 then a waiver form must be completed in advance and submitted via mail or e-mail for review and approval by the Contracting Officer (see Attachment 1). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats for submitting waivers electronically. The vendor will be notified in a reasonable number of days as to whether their waiver has been approved or rejected. If the waiver is granted, then a copy of the waiver must be submitted with each invoice that the vendor submits to the payment office.

(End of Clause)

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#### SECTION III – STATEMENT OF WORK

# ADVISORY AND PROGRAM SUPPORT SERVICES FOR IMPLEMENTATION OF CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT ('CARES ACT') PROGRAMS AND BUDGET ADVISORY SUPPORT SERVICES

#### C.1 Background

The Federal Financing Bank (FFB) is a government corporation created by the Federal Financing Bank Act of 1973. The mission of the FFB is to reduce the costs of Federal and federally-assisted borrowings, to coordinate such borrowings with the Government's overall fiscal policy, and to ensure that such borrowings are done in ways that least disrupt private markets. To accomplish this mission, the FFB exercises its broad statutory authority to purchase obligations issued, sold, or guaranteed by Federal agencies.

The FFB is responsible for emergency and mission critical tasks related to the Coronavirus Aid, Relief, and Economic Security Act ('CARES Act'), a law recently passed by Congress. Specifically, the FFB is responsible for assisting with the time-sensitive implementation of two programs mandated by the CARES Act: the Air Carrier Payroll Support Program and the Air Carrier Loan Guarantee Program, in addition to ensuring their compliance with Office of Management and Budget (OMB) and other regulatory guidelines.

In addition, the FFB is responsible for preparing, formulating, and submitting budget and apportionment information to the Office of Management and Budget (OMB) annually in compliance with OMB Circular No. A-11.

Further, the FFB uses a proprietary loan management system referred to as the Loan Management Control System (LMCS) to manage the full life-cycle of its multi-billion dollar portfolio of loans; the LMCS will be utilized to support CARES Act implementation.

A qualified management consulting firm is required to provide the following support services:

- a. Advisory and programmatic support services to assist the implementation of programs mandated by the Coronavirus Aid, Relief, and. Economic Security Act ('CARES Act'), including, but not limited to supporting the Air Carrier Payroll Support Program and the Air Carrier Loan Guarantee Program;
- b. Ad hoc advisory, programmatic, compliance, and internal controls support services regarding CARES Act programs, including assisting with program compliance to applicable OMB guidelines, laws and regulations, oversight bodies, and other relevant regulatory requirements;
- d. Advisory services to support and improve the FFB's annual budget submission and apportionment, including the FFB's preparation of budget submissions to OMB;

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e. Ad hoc advisory services regarding the federal budgetary and apportionment process including responding to OMB recommendations regarding the FFB's budget presentation, and other related support;

- f. Advisory support services to improve the FFB's proprietary loan management system for the purpose of CARES Act program implementation and compliance.
- g. Training services for Treasury employees regarding the subject matter enumerated above.

## **C.2** Objectives

The objective of this requirement is to provide expert advisory services to assist with the time-sensitive implementation of programs mandated by the CARES Act, including but not limited to the Air Carrier Payroll Support Program and Air Carrier the Loan Guarantee Program, in compliance with the CARES Act law, applicable OMB guidance, and other relevant regulations, and to support the Federal Financing Bank's annual budget submission and apportionment process to ensure compliance with OMB Circular No. A-11, in addition to supporting and improving the FFB's proprietary loan management system for the purpose of CARES Act program implementation and compliance.

#### **C.3 Place of Performance**

The Contractor shall perform work remotely and on-site during Treasury FFB working hours located at the FFB, 1801 L St. NW, 8th floor, Washington, D.C. 20036.

# C.3.1 Hours of Operation

The Contractor is responsible for conducting business, between the hours of 9am and 5pm Monday thru Friday, or as otherwise required for or requested by the Government at no additional cost, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the Contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

#### C.3.2 Type of Contract

The government anticipates award of a Labor Hour with fixed hourly rates or Firm-Fixed Price (FFP) Call Orders against this BPA. Contractor employees shall be paid at the labor rate(s) designated by the labor category to which he or she is assigned according to the specific Call Order. In no event shall an individual be assigned or billed at a labor rate higher than that for which he/she has been contractually approved. The labor rates herein shall not be adjusted without the written approval of the contracting officer.

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#### C.3.3 Recognized Holidays

The Contractor is not required to perform services on the following holidays; however, the Government reserves the right to require performance on any day of the year at no additional cost if the circumstances require:

Ten Federal holidays are set by law (USC Title 5 Section 6103). Under current definitions, four are set by date:

New Year's Day
Independence Day
Veterans Day
Christmas Day
January 1
July 4
November 11
December 25

The following six Federal holidays are set by a day of the week and month:

Martin Luther King's Birthday
Washington's Birthday
Third Monday in January
Third Monday in February
Last Monday in May
Labor Day
First Monday in September
Columbus Day
Second Monday in October
Thanksgiving
Fourth Thursday in November

#### C.4 Travel

Travel is not required for this BPA. Local travel to and in the Metro DC area is not reimbursable.

#### **C.5 Key Personnel**

Key personnel may be identified in the individual Call Orders against this BPA.

#### **C.6 Inspection**

Inspection of all work performance, reports and other deliverables under this task order shall be performed by the Contracting Officer's Representative (COR) and the FFB Technical Point of Contact (TPOC). Inspection will take at the Government site. The Contractor's performance and the services provided hereunder shall be subject to final inspection and acceptance by the COR in conjunction with the TPOC. (See Performance Requirements Summary)

#### **C.7 Organizational Conflict of Interest**

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements,

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etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

# C.8 Scope of Work and Description of Tasks

The Contractor will be responsible for providing support for the following task areas:

# C.8.1 Task One – Project Management

The Contractor shall perform project management for the work completed for this requirement. Project management includes, but is not limited to quality control, monthly status reporting, and meeting facilitation and/or attendance with Treasury senior management, the TPOC, COR, and other relevant government personnel.

## C.8.2 Task Two – CARES Act Advisory Services

The Contractor shall provide expert advisory and programmatic support services to support the implementation of programs mandated by the Coronavirus Aid, Relief, and Economic Security Act ('CARES Act'), including, but not limited to supporting the Air Carrier Payroll Support Program and the Air Carrier Loan Guarantee Program.

#### C.8.3 Task Three – Budgetary Advisory Services

The Contractor shall provide expert advisory services (analysis and recommendations) to support the FFB's annual budget submission and apportionment process. Services include analysis of, support and improvement of the FFB's Federal Budget and Apportionment process and other Ad Hoc advisory services.

#### C.8.4 Task Four – Advisory Services for CARES Act Loan Management

The Contractor shall provide expert advisory support services to support and improve the FFB's proprietary loan management system for the purpose of CARES Act program implementation and compliance, and for improvement of FFB business and operations.

#### C.8.5 Task Five – Training Services

The Contractor shall provide training services to educate Treasury employees regarding any of the scope material enumerated above, to include, but not limited to: the annual apportionment

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process to include budget formulation and budget submission to OMB, other topics may include OMB Circular A-11, the Federal Credit Reform Act of 1990 (FCRA), the Anti-deficiency Act, and other related laws and regulations pertinent to the annual budgetary process, including CARES Act related programs and developments.

#### **C.9 Desired Outcomes**

The desired outcomes of this requirement include the following:

- a. The Contractor shall deliver to the government advisory services in accordance with applicable Federal law and regulations sufficient to support the successful implementation of programs mandated by the Coronavirus Aid, Relief, and. Economic Security Act ('CARES Act'), including, but not limited to supporting the Air Carrier Payroll Support Program and the Air Carrier Loan Guarantee Program.
- b. The Contractor shall deliver to the government ad hoc advisory, programmatic, compliance, and internal controls support services to support Treasury's implementation of CARES Act programs including assisting with program compliance to applicable OMB guidelines, laws and regulations, oversight bodies, and other relevant Federal regulations.
- c. The Contractor shall deliver to the government advisory services in accordance with applicable federal accounting and financial management standards sufficient for the FFB to secure technically robust, accurate, and timely annual apportionments.
- d. The Contractor shall provide actionable recommendations to improve the FFB's budget formulation and presentation, and to streamline the FFB's apportionment process with OMB.
- e. The Contractor shall provide expert advisory support services to support and improve the FFB's proprietary loan management system.
- f. The Contractor shall provide high quality training services to improve Treasury and FFB employee knowledge regarding the subjects enumerated in this SOW.
- g. The Contractor shall support all and only the scope defined in this SOW.

#### C.10 Section 508 Compliance

All electronic and information technology (EIT) changes recommended as a result of any performance through this BPA must adhere to the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <a href="http://www.section508.gov">http://www.section508.gov</a>.

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#### **C.11 Security Requirements**

The clauses listed below apply to the Prime Contractor and any of its subcontractors employed during the course of this contract. The clauses below also apply to tasks, work requests or other identified method of requesting work be performed that flow from this document. No Contractor personnel may perform any work under this Contract until the Government grants specific permission to do so, regardless of existing clearance or investigation.

This Contract is categorized as unclassified at the Moderate (Tier 2/MBI) Level. This Contract does not have Tasks that require different levels of investigations.

Contractors are required to comply with the Treasury Directive P 15-71, Treasury Security Manual in the handling, protection, and safeguarding of government information in their possession. The TD P 15-71 will be followed as it specifies Treasury-specific personnel, physical, industrial and information security policy, processes and requirements that apply to this contract.

### **General Security:**

Department of Treasury, otherwise known as the Department, retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interest of the Government. Lack of the ability to obtain or maintain the required investigation level is included in the reasons the Department may remove a contractor employee. The reason for removal shall be documented in writing by the Contracting Officer. Additionally, the Contractor must notify the OSP of all terminations/resignations within 24 hours of occurrence. When and if such removal occurs, the Contractor is responsible for assigning qualified replacement personnel in a timely manner or ensuring that performance of the contract is not adversely affected. The Contractor shall return all Departmentally issued identification cards, building passes, keys, and any other government issued material of those terminated employees to the COR. If government issued material is not available to be returned, a report must be submitted to the COR referencing the number, name of individual to whom it was issued, the last known location, and disposition of the items. Failure to return government materials may result in remedial actions against the contractor. Contractor personnel shall visibly wear Departmentally issued identification badges when working in Government facilities. If any current or prospective employee is found to be ineligible for access to Government facilities or information by the Department, the COR will notify the contractor that the employee shall not continue to work or to be assigned to work under the contract. The Department may require drug screening for probable cause at any time. The contractor must also ensure that, prior to the end of the contract, all Departmental information, systems and equipment is returned to the appropriate Department personnel. All contractors must be vetted and approved by OSP prior to beginning work on any portion of this contract.

Any employee assigned to support the Department shall comply with Personal Identity Verification One and Two (PIV-1, PIV-2) requirements as described in Homeland Security Presidential Directive 12 (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors," and "Federal Information Processing Standard 201, Personal

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Identity Verification Standards for Federal Employees and Contractors," dated August 2013. T2/Moderate Risk contract employees must be a U.S. Citizen or Lawful Permanent Resident Alien with at least three or more years of U.S. residency from the legal entry date in the U.S.. Contractor personnel will have access to Department facilities, information and equipment limited to that which is needed to perform contract scope.

The Contractor shall provide the CO the name of all entities to be used as subcontractors for each type of work to be performed prior to performing any work under this contract in accordance with the FAR Subpart 44.2. The Government reserves the right to accept or reject any subcontractors proposed. Contractors should not serve as the escort for their subcontractors or for any other contractor; escorts used should be Departmental Federal employees.

The Contractor is responsible for obtaining the approval of the CO prior to release of any information received or generated under the contract per 48 CFR 252.204-7000. The CO should complete this item as required by internal agency directives to direct the prime contractor to the appropriate office that has public release authority. Prime contractors should serve as focal point for their subcontractors' public release requests and refer them to the CO. SBU (also known as Controlled Unclassified Information (CUI)) must be protected in accordance with EO 13556, 32 CFR 2002 (full implementation expected to be reached in November 2018), and Treasury Security Manual (TD P 15-71). For Official Use Only must be protected in accordance with the providing Agency's directives. Data contained within all Department computer systems are governed by Agency Security Regulations as well as the Federal Privacy Act of 1974. Contractor personnel assigned to this project will be held accountable for adherence to these regulations. If the security classification or security requirements are changed by the Government subsequent to the date of this Contract, and if the changes cause an increase or decrease in security costs or otherwise affects any other term or condition of this Contract, any resulting financial burden will be the sole responsibility of the Contractor.

Contractors and their subcontractors must perform all initial, annual, contemporaneous, specialized and termination training required per Department guidance and TD P 15-71 as appropriate for their position. This is in addition to any training their company requires them to have.

Per the TD P 15-71, the Contractor shall report to the COR within 24 hours any adverse information coming to its attention concerning employees working under this contract, to include loss or suspension of favorable adjudication, or security issues involving the scope being completed for the contract. Reports based on rumor or innuendo should not be made. The subsequent termination of an employee does not obviate the requirement of the contractor to submit this report. The report shall include each employee's name, social security number, and the adverse information. The Contractor shall also report within 24 hours any event the Contractor becomes aware of that would be deemed a potential security incident, violation or any compromise involving Treasury systems, material, or data or systems with Treasury material or data on them. The Contractor shall comply with all Federal laws and regulations regarding computer security, information security and privacy.

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While the Contractor's personnel are at the government facility, the Contractor is responsible for compliance with all laws, rules, and regulations governing conduct with respect to security – not only as they relate to its employees and agents, but also to other personnel who are government employees or agents of the government and to property at the site regardless of ownership. While on government premises and in possession of government property, the Contractor is responsible for such property and any damages or compromise thereto by Contractor's employees. The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions, and in the safeguarding of pre-decisional or sensitive information (privacy, etc.) from inadvertent release. At the completion of the contract vehicle, the Contractor shall send a written notice from the authorized principle of the company attesting that all file records pertaining to this contract in possession of the Contractor was destroyed.

The Contractor will avoid any improprieties located in FAR Part 3 and 52.203-16 regarding gratuities, kickbacks, conflicts of interest and other ethics issues.

Work on this contract may require personnel to have access to private information covered by the Privacy Act, Title 5 of the U.S. Code, Section 552a (in addition to other types of non-public information). All Contractor personnel shall adhere to the requirements of the Privacy Act as well as any applicable Department or Federal rule/regulation regarding private information or other types of non-public information.

As a condition for access for Government-Owned Systems and data, all Contractor personnel must pass background investigations in accordance with OMB Circular A-130 which requires screening of all individuals involved with sensitive applications or data in Federal automated information systems.

Contractor will abide by requirements set forth in the applicable guidance for the protection of unclassified information. If Contractor fails to follow requirements above, this may result in revocation of favorable public trust adjudication for offending employees and potential negative actions against the contract vehicle itself.

Per FAR 52.222-54, the contractor is required to comply with enrollment and verification requirements for all contractors except those previously verified by acceptable means.

The Contractor agrees and understands that the latest version (if superseded) of the U.S.C., CFRs, Executive Orders, Treasury policies and all other government issued documents that are referenced above will be followed.

#### **C.12** Government Furnished Property (GFP)

The Contractor is allowed access to the government's facilities as required to achieve the requirements of this SOW.

The Government will provide workstations, computers, phones, supplies and system access required by the contractors as necessary to perform the work described in this SOW.

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Upon completion of this requirement, disposition of GFP shall be in accordance with FAR 52.245.1.

# **C.13 Government Furnished Information (GFI)**

The Government will provide manuals, notes, memos, instruction materials, and other information required by the contractors to perform the work described in this PWS.

Upon completion of this requirement, disposition of GFI shall be in accordance with FAR 52.245.5.

#### **C.14 Deliverables**

#### C.14.1 Deliverable and Work Products

Individual tasks and specific submission timeframes for the required deliverables will be discussed and mutually agreed upon by the Contractor and the FFB COR and TPOC. The FFB may be required to change the deliverables due to task specifics however changes to deliverables will be discussed and mutually agreed upon between the Contractor, TPOC and COR. Additional deliverables may be specified in individual task orders.

The Contractor may propose additional work products and/or deliverables that will be required to achieve the requirement objectives. The timeframes for the requested deliverables will be mutually agreed upon by the Government and the Contractor.

All acquisition related deliverables shall be identified as PROCUREMENT SENSITIVE - OFFICIAL USE ONLY and contain the statement "Procurement Sensitive - Official Use Only". All deliverables become property of the United States Government upon acceptance by the COR. Final deliverables shall not have any contractor markings. Deliverables required under this task shall be produced using Microsoft Office, Microsoft Visio, and/or Adobe PDF or a pre-approved, alternate software product.

ID #	Deliverables	Expected Format	<b>Due Date</b> Business days from Task Order award
1	Kick-Off Meeting	PPT & WORD	3 days
2	Monthly Status Report	WORD	By 5 <sup>th</sup> day of next month
3	Advisory Services (Analysis and Recommendations)		Ongoing
4	Memorandum: Technical Recommendations and Suggested Improvements	WORD or PDF	As agreed
5	Training Guides and other Supporting Material	WORD or PDF	As agreed

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## C.14.2 Specific Deliverable Requirements

For each specific deliverable, the FFB Project Manager will contact the Contractor to discuss the deliverable details as well as the submission date. Once the requirement is discussed and mutually agreed upon, an email will be created to confirm the required level of detail, specific tasking, format (template), deliverables and deliverable timeframes.

Any additional information to help clarify the requirement should be included. The Contractor shall send the confirmation email to the FFB TPOC and COR. If a response is not received from the FFB TPOC or COR within five (5) business days of the requesting email, it will be deemed as acceptance for the Contractor to begin work.

All deliverables will be stored in FFB document repository with appropriate access restrictions defined by the FFB.

#### C.14.3 Acceptance Criteria

Acceptance for deliverables will be given in writing (email) by the COR. Acceptance for documents, reports, briefings and meeting minutes shall be given once the deliverable has been confirmed to be accurate and within the format agreed upon between the Government and the Contractor.

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#### SECTION IV – CONTRACT CLAUSES

The following clauses are incorporated by full text:

# NOTE: TERMS AND CONDITIONS ARE NOT FULLY LISTED IN THIS REQUEST FOR QUOTE. PLEASE REFERNCE THE RESPONDING VENDOR'S FSS SCHEDULE FOR APPLICABLE CLAUSES

#### 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 within 10 days of contract expiration.

(End of Clause)

# 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 within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 30 months.

(End of clause)

# DTAR 1052.201-70 – Contracting Officer's Representative (COR) Designation and Authority (Apr 2015)

(a) The COR is

Austin Crittendon

Address: U.S. Department of the Treasury

1801 L St. NW

Washington, DC 20036

Phone: 202-622-1307

Email: Austin.Crittendon@treasury.gov

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(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:
- (1) 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.
- (f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled ``Disputes."

(End of clause)

#### 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

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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.

#### (End of clause)

# DTAR 1052.212-4 - Contract Terms and Conditions-Commercial Items (Alternate II) (Deviation 2016-00001) (Apr 2018)

- (e) Definitions.
- (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (2) As used in this clause, "Commercial supplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of commercial item set forth in FAR 2.101and intended to create a binding legal obligation on the end user. Commercial supplier agreements (CSA) are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The term applies-
- (i) Regardless of the format or style of the document. For example, a CSA may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of an offer or quotation responding to a solicitation;
- (ii) Regardless of the media or delivery mechanism used. For example, a CSA may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements-Unenforceable Clauses paragraphs of this clause,
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.

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- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (u) Unauthorized Obligations
- (1) Except as stated in paragraph (e) of this clause, when any supply or service acquired under this contract is subject to any CSA as defined in DTAP 1002.101, that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
- (i) Any such language, provision, or clause is unenforceable against the Government.
- (iii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the CSA. If the CSA is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iv) Any such language, provision, or clause is deemed to be stricken from the CSA.
- (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (w) Commercial supplier agreements -unenforceable clauses. When any supply or service acquired under this contract is subject to a CSA, the following language shall be deemed incorporated into the CSA. As used herein, "this agreement" means the CSA:
- (1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the Government, the following shall apply:
- (i) Applicability. This agreement is a part of a contract between the commercial supplier and the Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR part 12).
- (ii) End user. This agreement shall bind the Government as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.
- (iii) Law and disputes. This agreement is governed by Federal law.

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(A) Any language purporting to subject the Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

- (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.
- (C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.
- (iv) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the Government to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in paragraph (d) of this clause.
- (v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).
- (vi) Updating terms.
- (A) After award, the contractor may unilaterally revise terms if they are not material. A material change is defined as:
- (1) Terms that change Government rights or obligations;
- (2) Terms that increase Government prices;
- (3) Terms that decrease overall level of service; or
- (4) Terms that limit any other Government right addressed elsewhere in this contract.
- (5) Terms do not limit any other Government rights addressed elsewhere in this contract.
- (B) For revision that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.
- (C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

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(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

- (viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C.516.
- (ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:
- (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.
- (B) This charge, if disputed by the Government, will be resolved through paragraph (d) of this clause; no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.
- (C) Any audit requested by the commercial supplier or licensor will be performed at the commercial supplier's or licensor's expense, without reimbursement by the Government and must be performed within the parameters of the Government's security procedures.
- (D) The Contractor must notify the Contracting Officer of any audit request.
- (x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the underlying contract.
- (xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under paragraph (b) of this clause.
- (xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing "will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

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(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1) of this clause, the language, provisions, or clause of paragraph (w)(1) of this clause shall prevail to the extent of such inconsistency.

#### (End of Clause)

# 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.

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(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)

# DTAR 1052.232-39 Unenforceability of Unauthorized Obligations. (Deviation 00002)(April 2018)

(a) Definition. As used in this clause-

"Commercial supplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of commercial item set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercial supplier agreements (CSA) are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The term applies-

- (1) Regardless of the format or style of the document. For example, a CSA may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of an offer or quotation responding to a solicitation;
- (2) Regardless of the media or delivery mechanism used. For example, a CSA may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.
- (b) Except as stated in paragraph (c) of this clause, when any supply or service acquired under this contract is subject to any CSA, that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
- (1) Any such language, provision, or clause is unenforceable against the Government.
- (2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the CSA. If the CSA is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

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- (3) Any such language, provision, or clause is deemed to be stricken from the CSA.
- (c) Paragraph (b) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

# IR 1052.239-9000 - Section 508 Information, Documentation and Support (Dec 2019)

In accordance with 36 CFR, Appendix C to Part 1194, the information and communication technology (ICT) products and product support services documentation furnished in performance of this contract shall be provided at no additional cost. The contractor shall provide information, documentation, and support relative to the supplies and services as described in the statement of work, performance work statement or statement of objectives (select one). The following technical standards and provisions have been determined to be applicable to this contract:

Chapter 6: Support Documentation and Services

X 601 General

X 601.1

X 602 Support Documentation

X 602.1 X 602.2 X 602.3 X 602.4

X 603 Support Services

X 603.1 X 603.2 X 603.3

(End of clause)

#### IR 1052.239-9001 - Section 508 Conformance (Dec 2019)

Each information and communication technology (ICT) product and/or product related service delivered under the terms of this contract, at a minimum, shall conform to the applicable accessibility standards at 36 CFR, Appendix C to Part 1194 at the level of conformance as specified in the Attachment entitled, (Please state where attachment may be found).

The following technical	standards ha	ve been d	determined t	to be appli	icable to this	contract:
Chapter 4: Hardwar	e					

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401 Gen	er	al	

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401.1
402 Closed Functionality
402.1402.2(1-6)402.3402.4402.5
403 Biometrics
403.1
 404 Preservation of Information Provided for Accessibility
404.1
405 Privacy
405.1
406 Standard Connections
406.1
 407 Operable Parts
407.1407.2407.3407.4407.5407.6407.7407.8
 408 Display Screens
408.1408.2408.3
 409 Status Indictors
409.1
 410 Color Coding
410.1
411 Audible Signals
411.1
 412 ICT with Two-Way Communication
412.1412.2412.3412.4412.5412.6412.7

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413 Closed Caption Processing Technologies
413.1
414 Audio Description Processing Technologies
414.1
415 User Controls for Captions and Audio Descriptions
415.1
Chapter 5: Software
501 General
501.1
502 Interoperability with Assistive Technology
502.1 502.2 502.3 502.4(A-G)
503 Applications
503.1 503.2 503.3 503.4
504 Authoring Tools
504.1 504.2 504.3 504.4
X Chapter 7: Referenced Standards
$\underline{X}$ 701 General
<u>X</u> 701.1
$\underline{X}$ 702 Incorporation by Reference
<u>X</u> 702.1 702.2 702.3 702.4 702.5 702.6 702.7 702.8 702.9 <u>X</u> 702.10

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the ICT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

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The following functional performance criteria (36 CFR Chapter 3) apply to this contract.

X Chapter 3: Functional Performance Criteria

X 301 General

X 301.1

X 302 Functional Performance Criteria

<u>X</u> 302.1 <u>X</u> 302.2 <u>X</u> 302.3 <u>X</u> 302.4 <u>X</u> 302.5 <u>X</u> 302.6 <u>X</u> 302.7 <u>X</u> 302.8 <u>X</u> 302.9

(End of clause)

## IR 1052.239.9002 Section 508 Services (Dec 2019)

All contracts, solicitations, purchase orders, delivery orders and interagency agreements that contain a requirement of services which will result in the delivery of a new or updated information and communication technology (ICT) item/product must conform to the applicable provisions of the appropriate technical standards in 36 CFR, Appendix C to Part 1194, and functional performance criteria in 36 CFR Chapter 3, unless an agency exception to this requirement exists at E202 General Exceptions.

The following technical standards and provisions have been determined to be applicable to this contract:

_ Chapter 4: Hardware
_401 General
401.1
_402 Closed Functionality
402.1402.2(1-6)402.3402.4402.5
_403 Biometrics
403.1
_404 Preservation of Information Provided for Accessibility
404.1
405 Privacy

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405.1
406 Standard Connections
406.1
407 Operable Parts
407.1407.2407.3407.4407.5407.6407.7407.8
408 Display Screens
408.1408.2408.3
409 Status Indictors
409.1
410 Color Coding
410.1
411 Audible Signals
411.1
412 ICT with Two-Way Communication
412.1412.2412.3412.4412.5412.6412.7
413 Closed Caption Processing Technologies
413.1
414 Audio Description Processing Technologies
414.1
415 User Controls for Captions and Audio Descriptions
415.1
Chapter 5: Software
501 General

501.1 502 Interoperability with Assistive Technology \_\_\_ 502.1 \_\_\_ 502.2 \_\_\_ 502.3 \_\_\_ 502.4(A-G) 503 Applications \_\_\_ 503.1 \_\_\_ 503.2 \_\_\_ 503.3 \_\_\_ 503.4 504 Authoring Tools \_\_\_ 504.1 \_\_\_ 504.2 \_\_\_ 504.3 \_\_\_ 504.4 X Chapter 7: Referenced Standards X 701 General <u>X</u> 701.1 X 702 Incorporation by Reference <u>X</u> 702.1 \_\_ 702.2 \_\_ 702.3 \_\_ 702.4 \_\_ 702.5 \_\_ 702.6 \_\_ 702.7 \_\_ 702.8 \_\_ 702.9 <u>X</u> 702.10 The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the ICT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future. The following functional performance criteria (36 CFR Chapter 3) apply to this contract. X Chapter 3: Functional Performance Criteria X 301 General <u>X</u> 301.1 X 302 Functional Performance Criteria <u>X</u> 302.1 <u>X</u> 302.2 <u>X</u> 302.3 <u>X</u> 302.4 <u>X</u> 302.5 <u>X</u> 302.6 <u>X</u> 302.7 <u>X</u> 302.8 <u>X</u> 302.9

(End of clause)

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#### **Order Administration**

In no event shall any understanding or agreement, order modification, change order, or other matter in deviation from the terms of this order between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government.

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this order and, notwithstanding any provisions contained elsewhere in this order, the said authority remains solely with the Contracting Officer.

In the event the Contractor makes any changes at the discretion of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the order price to cover any increase in the costs incurred as a result thereof.

(End of Clause)

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## **TECHNICAL EXHIBIT 1**

# **Performance Requirements Summary**

The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
PRS # 1. The contractor shall successfully complete Section 15, subtask one: project management services.	The contractor performed quality control on all work product delivered, contractor achieves low turnover rate, and all reoccurring status reports are submitted on time.  Deliverables shall be submitted with less than 5% error in format or	Must conform to 95% of standard.	100% inspection
PRS # 2 The contractor shall successfully complete Section 15, subtask two: CARES Act advisory services.	substance.  The contractor assisted provided expert advisory and programmatic support services to support the implementation of programs mandated by the Coronavirus Aid, Relief, and Economic Security Act ('CARES Act').  Deliverables shall be submitted with less than 5% error in format or substance.	Must conform to 95% of standard.	100% inspection

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PRS # 3 The contractor shall successfully complete Section 15, subtask three: budget advisory services.	The contractor assisted the FFB with improving the FFB's budget presentation; ensuring that that the FFB's unique business operations are accurately reflected in the FFB's federal budget presentation.  Deliverables shall be submitted with	Must conform to 95% of standard.	100% inspection
	less than 5% error in format or substance.		
PRS # 4 The contractor shall successfully complete Section 15, subtask four: advisory services for CARES Act Loan Management.	The contractor provided expert advisory support services to support and improve the FFB's proprietary loan management system for the purpose of CARES Act program implementation and compliance, and for improvement of FFB business and operations.	Must conform to 95% of standard.	100% inspection
	Deliverables shall be submitted with less than 5% error in format or substance.		
PRS # 5 The contractor shall successfully complete Section 15, subtask three: training services.	The contractor provided in-person training services for employees regarding the federal budgetary submission process, including providing training materials.  Deliverables shall be submitted with less than 5% error in format or substance.	Must conform to 95% of standard.	100% inspection

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The Vend	dor Point of C	ontact	(POC) is	Anthony Cur	cio	0, 202-407-8300,			
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15A. NAME AN	ND TITLE OF SIGNER <i>(Typ</i> e	e or print)			F	A NAME AND TITLE OF CONTRACTING OFFICE RAMONA L. HANSON PEL: (240)6139385 EMAI		or print) ONA.L.HANSON@IRS	3.GOV
15B. CONTRA	CTOR/OFFEROR		Ži.	15C. DATE SIGNED		B. UNITED STATES OF AMERICA  Ramona L. Hanson Digitally signed by Ramona L. Hanson Date: 2021.03.30 12:59:55-0410		16C. DATE SIGNED	30-5015-00-05-

 CONTINUATION SHEET
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TEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE			
(A)	(B)	(C)	(D)	(E)	(F)		
		+	+				
	Discount Terms: NET 30 PROMPT PAY						
	Payment:						
	ARC/ASD/IPP						
	Submit invoices via the						
	Invoice Processing Platform						
	at www.ipp.gov						
	Inquiries call 304-480-8000 #7						
	Period of Performance: 04/18/2021 to 04/17/2022						
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5000 Ellin Road Lanham MD 20706							
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WASHINGTON DC 20001				x 2	A. MODIFICATION OF CONTRACT/ORDER N 032H320A00005	O.	
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OFFER. If by virtue of this amendment you each letter or electronic communication ma  12. ACCOUNTING AND APPROPRIATION DO See Schedule	desire to o kes referer ATA (If requ	change an offer nce to the solicit uired)	already submitted , such ation and this amendmer	change nt, and is	AND DATE SPECIFIED MAY RESULT IN REJE may be made by letter or electronic communics received prior to the opening hour and date sp  ODIFIES THE CONTRACT/ORDER NO. AS DES	ation, pr ecified.	rovided
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A. The purpose of Modi	ficat	ion P000	04 is to inc	reas	e the GSA BPA value from	m \$2	.5M, by
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six-month extension; an	d, to	incorpo	rate additio	nal	labor categories.		
See SF30 Continuation P	age f	or a Sum	mary of Chan	ges.			
The Contracting Officer Austin.Crittendon@treas		=	tive (COR) i	s Au	stin Crittendon, 202-62	2-13	07,
The Contracting Officer	(CO)	is Ramo	na L. Hanson	, 24	0-613-9385, Ramona.L.Ha	nson	@irs.gov
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15B. CONTRACTOR/OFFEROR	AA		15C. DATE SIGNED		UNITED STATES OF AMERICA		16C. DATE SIGNED
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(Signature of person authorized to	ign)	×~		-	(Signature of Contracting Officer)	_	20210503

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NAME OF OFFEROR OR CONTRACTOR

TEM NO.	SUPPLIES/SERVICES	QUANTITY UNIT UNIT PRICE			AMOUNT		
(A)	(B)	(C)	(D)	(E)	(F)		
	The Vendor Point of Contact (POC) is Anthony						
	Curcio, 202-407-8300, Anthony.Curcio@summitllc.us						
	Discount Terms: NET 30 PROMPT PAY						
	Payment:						
	ARC/ASD/IPP						
	Submit invoices via the						
	Invoice Processing Platform						
	at www.ipp.gov						
	Inquiries call 304-480-8000 #7						
	Period of Performance: 04/18/2021 to 10/17/2022						
		1					

# 2032H320A00005 P00004 SF30 Summary of Changes:

A. Modification P00004 increases the GSA BPA value from \$2.5M by \$15M; for a new value of \$17.5M. This change supports pandemic relief programs under the CARES Act, the Consolidated Appropriations Act of 2021, and the American Rescue Plan Act (ARPA) of 2021—and related legislation.

- B. IAW FAR 52.217-8, Option to Extend Services, the Government will extend the current ordering period from 4/18/2021-4/17/2022, to 4/18/2021-10/17/2022; an extension of six months.
- C. Based on a review of forecasted requirements, there is a need to incorporate additional labor categories specific to Option I period. Therefore, Para B.3 BPA Pricing is revised **FROM**:

BPA Labor Category	GSA Schedule Category	Hourly Rate Option Period 1
Project Directors (FABS)*	Project Directors (FABS)*	\$284.82
Senior Economist	Senior Economist	\$220.96
Statistician	Statistician	\$172.62
Economist	Economist	\$138.09
Junior Analyst	Data Analyst I	\$82.86
Market Researcher	Market Researcher	\$70.45

#### TO:

BPA Labor Category	GSA Schedule Category	*GSA Hourly Rate	Discount %	Hourly Rate (Option Period 1)
Partner (FABS)	Project Directors (FABS)	\$379.76	25%	\$284.82
Senior Economist	Senior Economist	\$276.20	20%	\$220.96
Project Manager	Project Manager	\$206.00	5%	\$195.70
Subject Matter Expert III	Statistician	\$172.62	0%	\$172.62
Senior Consultant	Senior Consultant	\$166.92	0%	\$150.23
Economist	Economist	\$138.09	0%	\$138.09
Consultant	Consultant II	\$136.14	20%	\$108.91
Junior Analyst	Data Analyst II	\$82.86	0%	\$82.86
Market Researcher	Market Researcher	\$70.45	0%	\$70.45

D. All other terms and conditions remain the same.

## **End P00004 Summary of Changes.**