

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 20PR-TDP-0423		PAGE OF 1 35	
2. CONTRACT NO. 2032H320A00008		3. AWARD/ EFFECTIVE DATE 06/04/2020	4. ORDER NUMBER		5. SOLICITATION NUMBER 2032H320Q00051		6. SOLICITATION ISSUE DATE 05/26/2020
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANGELA ORTIZ		b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY U.S. Department of the Treasury Internal Revenue Service DCOS/Procurement OS:OCPO:BSA:HQ:TO:P, Stop C7-430 5000 Ellin Road Lanham MD 20706			CODE 1-IRS NON-IT	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541611 SIZE STANDARD: \$16.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30 PROMPT PAY		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO As Indicated On Each Call		CODE		16. ADMINISTERED BY U.S. Department of the Treasury Internal Revenue Service DCOS/Procurement OS:OCPO:BSA:HQ:TO:P, Stop C7-430 5000 Ellin Road Lanham MD 20706		CODE 1-IRS NON-IT (OT	
17a. CONTRACTOR/OFFEROR GUIDEHOUSE LLP Attn: Rajai El-Rashed 1800 TYSONS BLVD 7TH FL MCLEAN VA 22102-4257 TELEPHONE NO. 703-504-8895		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY As Indicated On Each Call	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS-00F-045DA This is a Labor Hour (LH) BPA against GS-00F-045DA for Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Implementation Support Services. The period of performance is June 4, 2020 through June 3, 2021 plus one 12-month option period. The COR is Thomas Funkhouser, Thomas.Funkhouser@treasury.gov <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: <u>Quote</u> OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>All</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print) Dennis Chesley, Partner		30c. DATE SIGNED 6/4/2020		31b. NAME OF CONTRACTING OFFICER (Type or print) MARK C. GREEN		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The Contracting Officer is Mark Green, Mark.Green2@irs.gov</p> <p>The vendor POC is Rajai El-Rashed, relrashed@guidehouse.com</p> <p>Inv Approver/COR: FUNKHOUSER, THOMAS Inv Approver/COR Backup1: FUNKHOUSER, THOMAS Period of Performance: 06/04/2020 to 06/03/2022</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

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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

The Government estimates, but does not guarantee, that the BPA may reach a maximum of \$700,000.00. 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 from June 4, 2020 through June 3, 2022. Call orders placed under this BPA will have individual period of performances.

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.

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.

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.

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
Consulting Engagement Executive	Consulting Engagement Executive	\$322.00	\$322.00
Project Manager	Consulting Director I	\$256.00	\$256.00
Consulting Manager I	Consulting Manager I	\$138.00	\$138.00
Technical Writer	Consultant II	\$102.00	\$102.00

B.4 Invoicing and Payment Instructions

- (a) Invoices shall be submitted electronically to www.ipp.gov.
- (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.

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 <https://www.ipp.gov>. 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:

_____.

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)

SECTION III – STATEMENT OF WORK

CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (“CARES ACT”) IMPLEMENTATION SUPPORT SERVICES

C.1 Background

On March 27, 2020 the CARES Act was enacted to address the significant financial repercussions the novel COVID-19 pandemic is causing to the U.S. economy. The CARES Act resulted in the largest stimulus package ever approved by the U.S. Government. Over 2 trillion dollars of funding was appropriated to provide aid in the form of tax credits, loans, grants, and direct disbursements to the healthcare and aviation industries as well as to small businesses, large corporations, municipalities, and individual Americans that are hardest hit during these difficult times. The Treasury is responsible for implementing several provisions of the CARES Act and must also coordinate with various Departmental Offices, to include multiple federal agencies, who are responsible for, or who have a role in, implementing provisions within the CARES Act.

C.2 Description of Services

The Department of the Treasury requires urgent assistance with the operations, documentation and monitoring of the CARES Act programs and processes, leveraging existing capabilities and expertise that exist within the government wherever practicable while also leveraging the processes and mechanisms established for previous stimulus programs, such as the Troubled Asset Relief Program (TARP), and the Small Business Lending Fund (SBLF).

The Contractor shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision, and other items for non-personal services necessary to perform the support as defined in this PWS, except for those items specified as Government furnished property and services. The Contractor shall perform to the standards in this PWS.

C.3 Scope

The scope of this contract covers non-inherently governmental services associated with supporting the CARES Act implementation as required by this PWS. The Contractor shall not provide legal advice or make any representations regarding questions of legal interpretation. The Contractor shall have the expertise, capability, and resources to effectively furnish all tasks described herein. Contractor support services shall include, but not be limited to:

- Assist with the identification of control points in the CARES Act Operations through all key stages.
- Assist with the development of all policies and procedures required to document controls and support the CARES Act Operations “back end” processes.

C.4 Tasks

The Contractor shall provide efficient and cost-effective support services for the tasks described as follows:

C.4.1 Design & Development

Contractor shall provide advice and support the identification of CARES Operations critical control points as well as the design and development of CARES Operations policy and procedural documents. The design could leverage approaches, capabilities, documents and structures from previous programs (e.g., SBLF, TARP), while incorporating lessons learned and the specific requirements of the CARES Act. Support shall include, but is not limited to, the following:

- Identify key control points throughout the entire scope of the CARES Operations portfolio of functions
- Define and document these control points;
- Draft committee structures and document charters;
- Facilitate mechanics/requirements meetings;
- Design and document CARES Operations policies and processes, including developing process flows and risk and control matrices (RCM)

C.4.2 Operations & Monitoring/Compliance

The Contractor shall provide advice and support throughout the development of the processes and documentation necessary to implement the CARES Operations team, including capturing appropriate documentation and internal control evidence. Support for the Operations and Monitoring/Compliance functions shall include, but is not limited to, the following:

- Capture and organize control evidence and other documentation.
- Document issues and develop and document remediation plans.
- Draft and update policy and process documentation, including process flows and RCMs, as appropriate.
- Liaise with financial agents, custodians, legal counsel, and other offices to enable effective and timely communication, oversight, and coordination.
- Support reporting to leadership and oversight.

C.5 Deliverables

All deliverables and reports will be reviewed to ensure Contractor accuracy, functionality, completeness, professional quality and overall compliance with contract requirements. The Government will consider errors, misleading statements, incomplete, irrelevant information, excessive rhetoric, or repetition as deficiencies and the Contractor shall make corrections at no additional cost. All deliverables must be formatted using Microsoft Word, Microsoft Visio, Microsoft Excel and/or PowerPoint and shall be submitted electronically, unless otherwise specified by the COR.

C.5.1 Deliverable Table

Deliverables and Reports	Due Date
QASP	1 week after award
Design & Development Briefing	In accordance with the COR/POC
Operation & Monitoring	In accordance with the COR/POC
Program Management Reports	As directed by the COR/POC
Status Report	No later than the 15 th of each month
Electronic Expenditure Report	No later than the 15 th of each month

C.5.2 Status Reports

In addition to the specific deliverables and reports identified in Section 5.1 above, the Contractor shall provide a Status Report to the COR with a copy to the Contracting Officer (CO). The report shall be submitted via email and is due by the 15th day of each month that the contract is in effect. The first Status Report is due by the 15th day of the second month of the contract award. At a minimum, the report shall contain the following information:

- Contract number
- Contractor name
- Period covered by status report
- Hours expended for the status report period
- List of requested policy/procedure documents to be drafted and the status of each document
- Description of problems and issues encountered during the report period
- Status of open problems or issues identified in previous monthly report(s)

C.6 Travel

The Government does not anticipate any travel performed under this contract.

C.7 Government Furnished Property

The Government will provide the Contractor with office space, computer, printer, facsimile service, reproduction capability, unclassified Internet access, logistical and administrative support for the project as required, while working on-site at Treasury. Telephone service for official use and local calls only will be provided to the Contractor; all other calls shall be made at the Contractor's expense. The Contractor shall not use Government furnished material or equipment to work on projects other than those directed by this performance work statement. Government furnished equipment provided to the Contractor shall be returned to the Government in good working order.

C.8 Place of Performance

The Contractor shall perform tasks under this contract on-site at the contractor's facility as well as the Department of the Treasury, Washington, D.C. In the event of an offsite location due to exercise drills or emergency operations, the Contractor shall be informed prior to relocation at no cost to the Government.

C.8.1 Hours of Operation

The Contractor is responsible for conducting business, between the hours of 8am 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.8.2 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.

C.8.3 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	January 1
Independence Day	July 4
Veterans Day	November 11
Christmas Day	December 25

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

Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February

Memorial Day	Last Monday in May
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving	Fourth Thursday in November

The Contractor shall also follow any other holiday as declared by the President.

C.8.4 Telework Readiness

When Contractor personnel are telework-ready, they are expected to perform work at his/her telework location for the entire tour of duty in accordance with the contract hours of operation. All contractor personnel must provide emergency contact information and the place of telework location to the COR.

C.8.5 After-hours Support

The Contractor may be required to assist in emergent support services after the normal hours of operation, which may include weekends and holiday at no additional cost to the Government. The Contractor may be given advanced notification by the COR, or Contractor may provide an advance request for COR approval.

C.9 Quality Control Plan

The Contractor shall develop and maintain an effective quality assurance control plan, including but not limited to a complete QCP to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which it assures itself that the work performed under the contract complies with the requirement 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" below. Contractor shall provide QCP prior to contract performance. The Contractor shall comply with the QCP during the period of performance of this contract.

Services will be accepted by Treasury on a monthly basis by certification of the monthly invoice. All required reports, deliverables and performance objectives must be fulfilled in order to obtain acceptance. Acceptance will constitute 100% payment. Non-acceptance may result in negotiation of a credit commensurate with the negative impact on the Treasury mission resulting from the reduced level of performance. The amount of the credit will be negotiated at the time of non-acceptance. Failure to agree on a credit amount will be considered a dispute in accordance with the Disputes Clause. To assure quality standards are met, the Contractor shall meet with the COR, or designee, at least on a monthly basis to discuss all performance issues.

C.9.1 Performance Requirements Summary (PRS) Matrix

Performance Objective	Standard Performance	Acceptable Quality Levels	Government Surveillance	Incentives / Disincentives
Design & Development	Contractor shall perform activity within the timeframe directed by the Government; deliver completed plan timely as addressed in the PWS; and address questions or requests from the Government within 5 business days.	100% Accuracy – The Government will consider errors; misleading statements; and incomplete, irrelevant information, excessive rhetoric, or repetition as deficiencies.	100% review	Government will provide comments and Contractor will reconcile or incorporate all comments until deliverable is acceptable to include producing additional draft deliverables at no additional cost to the Government. Adverse past performance history.
Operation & Monitoring	Contractor shall perform activity within the timeframe directed by the Government; deliver completed plan timely as addressed in the PWS; and address questions or requests from the Government within 5 business days.	100% Accuracy – The Government will consider errors; misleading statements; and incomplete, irrelevant information, excessive rhetoric, or repetition as deficiencies.	100% review	Government will provide comments and Contractor will reconcile or incorporate all comments until deliverable is acceptable to include producing additional draft deliverables at no additional cost to the Government. Adverse past performance history.

C.10 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.

C.11 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, 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.12 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 <http://www.section508.gov>.

C.13 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 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.

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.

SECTION IV – CONTRACT CLAUSES

The following clauses are incorporated by full text:

NOTE: TERMS AND CONDITIONS ARE NOT FULLY LISTED IN THIS BPA. PLEASE REFERENCE 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 24 months.

(End of clause)

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

(a) The COR is Thomas Funkhouser, 202-622-1496, Thomas.Funkhouser@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:

- (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 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 2.101 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-

(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.

(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.

(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.

(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.

(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.

(d) For purposes of this clause, the terms “minority,” “minority-owned business,” and “women-owned 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.

(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

601 General

601.1

602 Support Documentation

602.1 602.2 602.3 602.4

603 Support Services

603.1 603.2 603.3

(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 have been determined to be applicable to this contract:

___ Chapter 4: Hardware

___ 401 General

___ 401.1

___ 402 Closed Functionality

___ 402.1 ___ 402.2(1-6) ___ 402.3 ___ 402.4 ___ 402.5

___ 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

___ 407.1 ___ 407.2 ___ 407.3 ___ 407.4 ___ 407.5 ___ 407.6 ___ 407.7 ___ 407.8

___ 408 Display Screens

___ 408.1 ___ 408.2 ___ 408.3

___ 409 Status Indicators

___ 409.1

___ 410 Color Coding

___ 410.1

___ 411 Audible Signals

___ 411.1

___ 412 ICT with Two-Way Communication

___ 412.1 ___ 412.2 ___ 412.3 ___ 412.4 ___ 412.5 ___ 412.6 ___ 412.7

___ 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

X 701.1

X 702 Incorporation by Reference

X 702.1 ___ 702.2 ___ 702.3 ___ 702.4 ___ 702.5 ___ 702.6 ___ 702.7 ___ 702.8 ___ 702.9
X 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 CriteriaX 301 GeneralX 301.1X 302 Functional Performance CriteriaX 302.1 X 302.2 X 302.3 X 302.4 X 302.5 X 302.6 X 302.7 X 302.8 X 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 402.1 402.2(1-6) 402.3 402.4 402.5 403 Biometrics 403.1 404 Preservation of Information Provided for Accessibility 404.1 405 Privacy 405.1

___ 406 Standard Connections

___ 406.1

___ 407 Operable Parts

___ 407.1 ___ 407.2 ___ 407.3 ___ 407.4 ___ 407.5 ___ 407.6 ___ 407.7 ___ 407.8

___ 408 Display Screens

___ 408.1 ___ 408.2 ___ 408.3

___ 409 Status Indicators

___ 409.1

___ 410 Color Coding

___ 410.1

___ 411 Audible Signals

___ 411.1

___ 412 ICT with Two-Way Communication

___ 412.1 ___ 412.2 ___ 412.3 ___ 412.4 ___ 412.5 ___ 412.6 ___ 412.7

___ 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

Chapter 7: Referenced Standards

701 General

701.1

702 Incorporation by Reference

702.1 702.2 702.3 702.4 702.5 702.6 702.7 702.8 702.9

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.

Chapter 3: Functional Performance Criteria

301 General

301.1

302 Functional Performance Criteria

302.1 302.2 302.3 302.4 302.5 302.6 302.7 302.8 302.9

(End of clause)

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)