

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER 3356-19-1001		PAGE OF 1 178	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 28321319R00000004		6. SOLICITATION ISSUE DATE 10/04/2018
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME MELISSA KLOMAN			b. TELEPHONE NUMBER (No collect calls) 410-965-9515		8. OFFER DUE DATE/LOCAL TIME 11/13/2018 1200 ET
9. ISSUED BY CODE 00600  Social Security Administration Office of Acquisition and Grants 1540 Robert M. Ball Building 6401 Security Blvd Baltimore MD 21235				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" 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 <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541519 SIZE STANDARD: \$27.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE 0013  Social Security Administration After 4pm-Call First 410-965-4070 Rcvg Hrs: 7:30a-6:00p Robert M. Ball Bldg Loading Dock 6401 Security Blvd Baltimore MD 21235-0001		16. ADMINISTERED BY CODE MKLOMAN  MELISSA KLOMAN (410) 965-9515		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
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
0001	Solicitation #: 28321319R00000004  This is a Request for Proposal for Enterprise Small Business Information Technology Support Services (ESBITSS).  ESBITSS - Base Year Services  Period of Performance: 03/01/2019 to 02/29/2020 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" 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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input 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 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 type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				MELISSA KLOMAN			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	ESBITSS - Option Period 1 Services (Option Line Item)  Period of Performance: 03/01/2020 to 03/28/2021				
0003	ESBITSS - Option Period 2 Services (Option Line Item)  Period of Performance: 03/01/2021 to 02/28/2022				
0004	ESBITSS - Option Period 3 Services (Option Line Item)  Period of Performance: 03/01/2022 to 02/28/2023				
0005	ESBITSS - Option Period 4 Services (Option Line Item)  Period of Performance: 03/01/2023 to 02/29/2024				
0006	ESBITSS - 6 Month Option to Extend Services Period (Option Line Item)  Period of Performance: 03/01/2024 to 08/31/2024  . ***** * ATTACHMENTS * ***** Continued ...				

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	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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 (YY/MM/DD)	42d. TOTAL CONTAINERS

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	A01 - SSA Accessibility Requirements A02 - Acronyms A03 - Statement of Work A04 - Labor Pricing Matrixes A05 - Labor Categories and Qualifications A06 - Phase 2 Relevant Experience Worksheet A07 - Phase 3 Detailed Corporate Experience Worksheet A08 - Proposal Accompaniment Sheet A09 - Representations and Certifications A10 - CPARS Template A11 - FedConnect Vendor Guide  ***** * SSA OAG Point of Contact * ***** Melissa Kloman Melissa.Kloman@ssa.gov				

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## **SECTION B - Schedule of Supplies/Services and Prices**

### **B-1 Addendum to Standard Form 1449**

In accordance with Federal Acquisition Regulation (FAR) 12.302 and 12.303, this addendum to the Standard Form 1449 provides for continuation of the schedule and description of the supplies/services to be acquired.

### **B-2 Section 508 and SSA's Accessibility Requirements**

Requirements for accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) and additional agency specific accessibility requirements, hereafter referred in total as "SSA Accessibility Requirements," are incorporated into this contract. See Section D, Attachment 1 for the SSA Accessibility Requirements.

### **B-3 Task Ordering Procedures**

#### **B-3(a) General**

(1) During the ordering Period of Performance (POP) (see Section B-4) of this contract, the Government may issue written task orders in accordance with the procedures set forth herein to support requirements associated with the Statement of Work (SOW) in Section D, Attachment 3. This is an indefinite-delivery indefinite-quantity (IDIQ) contract that allows individual task orders to be awarded using the following pricing arrangements under FAR Part 16: firm-fixed-price (FFP), time-and-materials (T&M), and labor-hour (LH). Task order prices for each labor category identified in Section D Attachment 5, Labor Categories and Qualifications (see Section B-7) must be based on the fixed hourly rates identified in Section D Attachment 4, Labor Pricing Matrixes (see Section B-6). Although the hourly rates are fixed hourly rates, the Contractors may elect to propose lower hourly rates when responding to a request for task order proposal (RFTOP). Note: The Government reserves the right to use the pricing arrangements authorized for use under this contract in conjunction with an award fee, and performance or delivery incentives when the award fee or incentive is based solely on factors other than cost. In these cases, the award fee and incentive(s) will be determined at the task order level by the Contracting Officer (CO).

(2) The Contractor will not be reimbursed for any expenses incurred that do not comply with the task order or expenses that exceed the task order award (or ceiling amount if T&M, or LH pricing) without the express written consent of the CO.

(3) No individual task order may authorize the Contractor to incur expenses that are not in accordance with the limitations set forth elsewhere in the contract.

(4) The Government is obligated only to the extent of authorized task orders awarded under the contract. The Government will identify the period of performance for services (to include option periods, if applicable, and any incentives, if applicable) in each task order.

- (5) The Government will reimburse other direct costs (ODC) per Section B-3(c)(1)(ii).
- (6) This contract authorizes orders to be issued by electronic commerce methods only.

### **B-3(b) Ordering**

(1) The CO will issue a RFTOP electronically to the multiple awardee Contractors following the ordering procedures of FAR 16.505(b), unless an exception applies (see FAR 16.505(b)(2)). In response, the Contractor must provide a task order proposal (TOP) that contains the Contractor's proposed total price to perform the services outlined in the SOW, along with any other information (e.g., information related to the cited evaluation criteria) the Government requires to assist with making a best value award decision. In addition, the Government may specify "key personnel" other than those identified under Section C3-4 2352.209-1 Key Personnel of the contract, that are considered "key" to an individual task order. In those cases, the task order will specify which personnel assigned to "key" positions or labor categories are essential to the work performed therein in accordance with Section C3-5, Task Order Key Personnel.

Note: The Government reserves the right to use streamlined procedures, including oral presentations as allowed by FAR 16.505(b)(1). In these cases, the Government will follow the guidance at FAR 15.102 and provide each multiple awardee, unless an exception applies, with sufficient information to prepare a response.

(2) Hardware/Software Acquisition: Although the IDIQ contract is *primarily* for services in support of the task areas identified within the SOW in Section D of this contract, in *limited* situations, inclusion of hardware/software items on a task order is within the purview of the Government. Any hardware/software procured under this IDIQ contract via task order must be considered critical and related to the services being acquired under the task order. For example, cases where proposed hardware/software results from task order requirement for a "solutions based" proposal. In these cases, the proposal may address task order requirements in a manner that encompasses everything from the analysis of hardware/software implementation to ongoing operational support of the IT solution to the task order requirements.

Note: Any proposed hardware/software procured under this contract via task order in support of the task areas identified within the SOW in Section D of this contract, and where supplemented by the individual task order SOW, must comply with the 508 Accessibility Standards applicable to the task order requirements. In these cases, the 508 Accessibility Standards will be specified at the task order level. In addition, the Government reserves the right to ensure any commercial computer software, or commercial computer software documentation acquired under licenses customarily provided to the public, is consistent with Federal law and otherwise satisfies the Government's needs. (See Section C1-6 52.227-17 Rights in Data – Special Works)

(3) All SSA COs may place orders against this contract up to their individual delegated purchase authority.



(4) Funds will be obligated at the time the CO places a task order; but see Agency Specific clauses under Sections C3-13 2352.232-4 Contract Funding During a Continuing Resolution, and C3-14 2352.232-5 Option Period Funding During a Continuing Resolution. Note: The minimum contract guarantee will be obligated at the contract level upon award of the IDIQ contract. Subsequent task orders will not obligate additional funds until the initial funding has been depleted. Additional task orders above the minimum quantity will be issued as appropriate using current funds available. The IDIQ contract will not be modified to add funds.

(5) Frequency of ordering: Services will be ordered on an as needed basis and as funds are available (but see Section B-3(b)(4)).

### **B-3(c) Task Order Proposal (TOP)**

(1) The Contractor's Task Order Proposal must contain the Contractor's proposed price to perform the work detailed in the RFTOP's SOW. Below is a list of areas that the TOP must address:

(i) General: Include a detailed pricing table/matrix, with the labor hours by skill category needed for completion of the task. Propose task order prices using only those labor categories and fixed hourly rates (less applicable discounts) contained in Section D Attachment 4, Labor Pricing Matrixes (see Section B-6) of the Contractor's awarded Contract; supplemented by any proposed ODC as applicable. The Government will award each task order using rates that do not exceed the contract fixed hourly rates for each labor category identified in the contract, and where applicable, supplemented by allowable ODC. The Contractor's proposed price must represent the price for furnishing all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth herein as furnished by the Government) and otherwise perform all work necessary for, or incidental to, the performance of the effort as set forth in the SOW for the task order.

In addition, the Government will use the fixed hourly rates current at the start of performance and not necessarily current at time of placing the order. For example, if the Government issues a task order in one contract period, with performance not to start until the next contract period, and the next contract period has an increase in the fixed hourly rate(s), the fixed hourly rates will be those in effect at the start of performance in the next contract period. However, if the Government issues an order in one contract period, with performance starting in that period, but crosses into the next contract period, the fixed hourly rates will be those in effect at the start of performance even though performance crosses into the next contract period. In these cases, the fixed hourly rates at the start of performance will be used for the duration of the base performance period for that task order; task order option periods may include rates current at the start of the next contract period, if applicable. The Government will not accept TOPs, nor issue task orders, with dual rates.

(ii) ODC Requirements: Other direct costs (e.g. specified computing platform, software and hardware resources required by the Government to perform under the contract (see Section B-3(b)(2)), non-routine travel costs, and Government approved training and seminars) that

cannot be attributed to the fully loaded rate will not be included in the fully loaded rates contained in Section D Attachment 4, Labor Pricing Matrixes. Therefore, the Contractor must propose all ODC costs, including documentation supporting the ODC costs, necessary in the performance of the task order. The Government will reimburse ODC costs on an actual cost basis *or* a fixed price basis depending upon the requirements of the individual task orders. (See Section C1-4)

The Government will reimburse travel costs for task orders issued for services in accordance with Section C3-12 2352.232-3 Contractor Travel Expense Reimbursement. The agency will not pay travel costs for Contractor personnel's (to include subcontractor personnel) normal commute or travel costs and work time for them to travel to or from agency headquarters locations for routine meetings and work sessions. No indirect costs or fee is applicable to travel costs. To assist the Government in making timely payments, the Contractor must provide the Task Order Number, applicable sub-tasks (if identified on task order), and Tax Identification Number (TIN) on each invoice submitted.

(iii) Organizational Conflict of Interest: Address whether the Contractor believes an Organizational Conflict of Interest (OCI) might exist. In the case of a potential OCI, the Contractor must identify the potential OCI, and how it will mitigate or avoid the OCI during performance of the task order. Refer to Sections C3-22 Organizational Conflicts of Interest – Restrictions applicable to Future Acquisitions, and C3-23 Identification and Mitigation of Potential Organizational Conflicts of Interest Arising Under Task Orders for more information. Note: The guidelines and procedures of FAR 9.5, and where applicable, supplemented by Sections C3-22 and C3-23, will be used in identifying and resolving any issues of organizational conflicts of interest at the contract and task order level.

(iv) Assumptions: The TOP may include any assumptions on the Contractor's part used in developing the TOP and costs but will not be included into the task order.

Note: The labor categories under this IDIQ contract are considered *bona fide* executive, administrative, professional labor and are generally exempt from the Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act of 1965. To the extent that any labor is subject to the SCLS and is within scope of a task order and the IDIQ contract, the CO will identify such work under a separate line item on the task order. In doing so, the CO will apply wages as required under FAR 22.10, Service Contract Act Wage Determinations, and incorporate by reference into the task order the applicable FAR clauses in paragraph (c) of FAR clause 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.

(2) Firm-Fixed-Price Task Orders: For RFTOPs requesting FFP arrangement, the Contractor must multiply the quantity of hours required under each labor category by the rate listed in the pricing schedule (see Section D Attachment 4, Labor Pricing Matrixes) or as negotiated (such as when the Contractor elects to propose lower rates) for the task, and the cumulative extended total of all services ordered will define the FFP for the task.

ODCs, if applicable, may be priced for each task order. Any amount negotiated for ODCs, will be added to the extended price of all ordered items to arrive at the total FFP for the task order.

The CO will determine fair and reasonable pricing for all fixed-price task orders in accordance with FAR 15.4, Contract Pricing.

(3) Time and Materials (T&M) and Labor-hour (LH) Task Orders: For RFTOPs requesting a T&M or LH pricing arrangement, the Contractor must multiply the quantity of hours required under each labor category by the rate listed in their price schedule (see Section D Attachment 4, Labor Pricing Matrixes) or as negotiated (such as when the Contractor elects to propose lower rates) for the task order.

The cumulative extended total of all labor categories for services ordered will define the *not-to-exceed ceiling* price for the LH task order (see FAR 12.207(b) and (c) respectively) that the Contractor exceeds at its own risk.

Any amount negotiated for ODCs will be added to the extended price of all ordered services to arrive at the total *not-to-exceed ceiling* price for the T&M task order (see FAR 12.207(b) and (c) respectively) that the Contractor exceeds at its own risk.

The Government will reimburse the Contractor as provided under Section C1-4, FAR clause 52.212-4, Contract Terms and Conditions -Commercial Items.

The CO will determine fair and reasonable pricing for all T&M and LH task orders in accordance with FAR 15.4, Contract Pricing.

(4) Incentives: The CO reserves the right to use the pricing arrangements (i.e., FFP, T&M, and LH) authorized for use under this IDIQ contract, in conjunction with an award fee and performance or delivery incentives when the award fee or incentive is based solely on factors other than cost (see FAR 16.202-1). In these cases, the CO will determine the applicable award fee and incentive(s) at the task order level.

### **B-3(d) Task Order Proposal Response Time**

Unless otherwise specified, the Contractor must respond to the Government's RFTOP within 10 business days after receipt of the request. The Contractor may request additional response time; the Government may or may not grant an extension.

### **B-3(e) Task Order Evaluation - Fair Opportunity Award Procedures**

In accordance with FAR 16.505(b)(1)(i), each multiple awardee under this IDIQ contract will be given a fair opportunity to be considered for each order issued over the micro-purchase threshold, unless circumstances exist that would allow for restricting competition under FAR 16.505(b)(2). The Government will consider, in part, the labor mix and the level of effort proposed to perform the specific task being ordered to determine if the proposed total task order price is reasonable. The RFTOP will specify the performance period for services (to include

any proposed option period(s) to extend the term of the task order, and any incentives, if applicable), and the selection criteria the Government will use to obtain best value.

The Government reserves the right to use any one or a combination of the following source selection approaches when competing task orders under this IDIQ contract: tradeoff process, and/or lowest-price-technically-acceptable source selection process.

### **B-3(f) Task Order Modifications**

(1) Changes within the scope of the task order will require a modification. Modifications may include, but are not limited to, the SOW, the duration of a task order, and/or funding.

(2) The Contracting Officer's Technical Representative (COTR), SSA task manager (if applicable), and the Contractor must discuss the changes. The CO will then request that the Contractor provide a revised price proposal based on the recommended changes. The COTR will then review the modification proposal and send a recommendation to the CO. Once approved by the CO, the CO will issue a task order modification to the Contractor. The Contractor may not begin performance in accordance with the modified task order until the CO provides approval.

### **B-4 Period of Performance**

This contract includes multiple periods of performance applicable to either the contract level, or individual task order level. (See Section C for FAR clause 52.216-18, Ordering, FAR 52.216-22, Indefinite Quantity, FAR 52.217-8, Option to Extend Services, and FAR 52.217-9, Option to Extend the Term of the Contract.)

The following periods of performance are established:

Ordering Period: The IDIQ *ordering* period of performance establishes the timeframe in which the CO may issue task orders against this contract. The ordering period is up to 66 months from the effective date of this contract (if all options are exercised). The Government's effective dates for the *ordering* period of performance (inclusive of all options, if exercised) under the contract are:

<b>Ordering Period</b>	<b>Period of Performance</b>	<b>Contract Year*</b>
Base Period	03/01/2019 – 02/29/2020	Contract Year 1
Option Period 1	03/01/2020 – 02/28/2021	Contract Year 2
Option Period 2	03/01/2021 – 02/28/2022	Contract Year 3
Option Period 3	03/01/2022 – 02/28/2023	Contract Year 4
Option Period 4	03/01/2023 – 02/29/2024	Contract Year 5
Option to Extend Services per FAR 52.216-8	03/01/2024 – 08/31/2024	6 month extension

\*Contract Year represents the timeframe in which a Contractor's fixed hourly rate(s) *may* be subject to change based upon the Contractor's negotiated fixed hourly rate(s) under Section B-6. (See Section B-3(c)(1)(i))

Task Order Period of Performance for services: The task order period of performance for services establishes the timeframe for services for each individual task order placed under this contract during the *ordering* period stated above. In addition, task orders may include option periods to continue services for the timeframe specified within the order. Note: Task Orders placed under this contract may be for services defined as “severable<sup>1</sup>,” or “non-severable<sup>2</sup>.”

### **B-5 Maximum Contract Ceiling and Minimum Contract Guarantee**

The maximum contract ceiling amount that may potentially be awarded under this IDIQ contract is [\\$To Be Determined \(TBD\) at Time of Award](#) inclusive of all option periods identified under Section B-4.

The minimum guaranteed dollar value ordered by the Government from *each* individual contract awardee is \$100,000.00.

Note: There are no minimum or maximum amounts for option periods identified under Section B-4. Upon contract award, the minimum guaranteed dollar amount will be obligated and fully funded.

(See Sections C2-2 52.216-18 Ordering, and C2-3 52.216-19 Order Limitations)

### **B-6 Labor Pricing Matrixes**

The Contractor must provide all labor and services necessary to fulfill requirements described in the SOW of this IDIQ contract (and where supplemented by the individual SOWs incorporated at the task order level) at the pricing agreed upon at Contract award (see Section D Attachment 4, Labor Pricing Matrixes for this pricing), or otherwise negotiated based on the provisions herein.

Rate Refresher: The CO *may* periodically reassess the fixed hourly rates that have been negotiated and agreed upon in Section B-6, Labor Pricing Matrixes during the contract ordering period of performance, given the dynamic nature of IT services, potential changes in market conditions, and the possible changing agency landscape. At his or her discretion, the CO *may* seek to renegotiate the fixed hourly rates with the multiple awardee contractors. Renegotiation of rates may occur when the Government considers whether to exercise an option period per FAR 17.207 as outlined under Section B-4 of this contract. The CO must be able to determine any renegotiated rates fair and reasonable. Renegotiated rates only apply to *new* task orders issued on or after the effective date of a bilateral modification changing the rate(s) (i.e., not retroactive). Note: If the CO and the multiple awardee contractor(s) cannot reach agreement on renegotiated rate(s), the contract’s existing fixed hourly rates *will continue to apply*.

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<sup>1</sup> “Severable” services as used here mean services that are continuing or recurring in nature, are funded incrementally for a period that may not exceed one year. (2008, Published: 13th February, Download, [Http://bit.ly/1N8Vjcf](http://bit.ly/1N8Vjcf), and [Http://goo.gl/rgtc2](http://goo.gl/rgtc2). *Principles of Federal Appropriations Law, Volume 1, 2004, Office of the General Counsel, U.S. General Accounting Office, 2004* (n.d.): n. pag. Web.)

<sup>2</sup> “Non-severable” (or “entire”) services as used herein mean services that constitute a specific, entire job or single undertaking with a defined end-product that cannot feasibly be subdivided for separate performance. (See citation for “Severable.”)

Unique Professional Skills – Task Order Level: Per Section D Attachment 5, Labor Categories and Qualifications (see Section B-7), in *rare* limited situations, certain unique skills sets that are not defined in the labor categories referenced therein may be required under specific task orders. The CO, in conjunction with the COTR, will determine whether circumstances warrant the use of unique professional skills. In these cases, the CO will negotiate the fixed hourly rate with the Contractor. The CO must be able to determine any negotiated rate fair and reasonable. Note: If the CO and the multiple awardee contractor(s) cannot reach agreement on a negotiated rate, the unique skill sets must be procured outside of this contract, or otherwise be negotiated under an existing labor category as referenced herein, for which the Contractor’s existing fixed hourly rates *will apply*.

Note: All labor rates in the contract are provided on a “fully loaded” per productive hour pricing basis. All fully loaded rates include all labor burdens, including: base labor rate and fringe benefits; Contractor facilities costs, including “other facilities costs” such as utilities, office supplies, equipment other than workstations, etc.; routine/non-customer directed and/or non-Government approved travel to SSA headquarters facilities; routine/non-customer directed and/or non-Government approved training/seminars; overhead; G&A; and profit. In addition, for T&M and LH task orders, actual hours worked, and any allowable ODC costs, will be verified by the Government before each invoice is approved.

### **B-7 Labor Categories and Qualifications**

See Section D Attachment 5, for Labor Categories and Qualifications.

## **SECTION C - Contract Clauses and Terms and Conditions**

Note: This contract includes one or more clauses (FAR and Agency Specific) that apply at the contract level, and flow down to individual task orders. In addition, there may be a need to incorporate additional FAR and Agency Specific clauses at the task order level given the nature of the requirement(s). In these cases, the task order will specify the additional FAR and Agency Specific clause(s).

## **SECTION C1 - FAR Clauses Incorporated by Reference (IBR)**

**C1-1 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)**

**C1-2 52.204-13 System for Award Management Maintenance (OCT 2016)**

**C1-3 52.204-18 Commercial and Government Entity Code Maintenance (JUL 2016)**

**C1-4 52.212-4 Contract Terms and Conditions - Commercial Items (JAN 2017)**

Note: FAR clause at Section C1-4 applies to all fixed price task orders issued against this contract.

**C1-5 52.212-4 Contract Terms and Conditions – Commercial Items - Alternate I (JAN 2017)**

Note: FAR clause at Section C1-5 applies to all time-and-materials and labor-hour task orders issued against this contract. The applicable fill-ins are as follows:

Paragraph (a)(4) - The portion of the labor rate attributable to profit is 10%.

Paragraph (e)(1)(iii)(D) – The following subcontracts for services which are specifically excluded from the hourly rate: NONE

Paragraph (i)(1)(ii)(D)(1) - Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: Each order must list separately the elements of other direct charge(s) for that order.

Paragraph (i)(1)(ii)(D)(2) – Indirect Costs. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: NONE

**C1-6 52.227-14 Rights in Data (MAY 2014)– General – Alternate III (DEC 2007)**

**C1-7 52.227-19 Commercial Computer Software License (DEC 2007)**

**C1-8 52.232-18 Availability of Funds (APR 1984)**

**C1-9 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)**

**C1-10 52.237-3 Continuity of Services (JAN 1991)**

**C1-11 52.245-1 Government Property (JAN 2017)**



## SECTION C2 - Federal Acquisition Regulation Full Text Clauses

### C2-1 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (JUL 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (3) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (4) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (5) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (5) [Reserved].
- (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).
- (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).
- (10) [Reserved].
- (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (Nov 2011) of [52.219-3](#).

- (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (JAN 2011) of [52.219-4](#).
- (13) [Reserved]
- (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Oct 1995) of [52.219-7](#).
- (iii) Alternate II (Mar 2004) of [52.219-7](#).
- (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2017) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Nov 2016) of [52.219-9](#).
- (iii) Alternate II (Nov 2016) of [52.219-9](#).
- (iv) Alternate III (Nov 2016) of [52.219-9](#).
- (v) Alternate IV (Nov 2016) of [52.219-9](#).
- (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- (22) [52.219-28](#), Post Award Small Business Program Re-representation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) ([38 U.S.C. 4212](#)).
- (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

- X (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_\_ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - \_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- \_\_\_ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- \_\_\_ (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
  - \_\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- \_\_\_ (39)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
  - \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- \_\_\_ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- \_\_\_ (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
  - \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- X (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_\_ (43) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- \_\_\_ (44) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
- X (45)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
  - \_\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- \_\_\_ (46) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- \_\_\_ (47)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
  - \_\_\_ (ii) Alternate I (May 2014) of [52.225-3](#).
  - \_\_\_ (iii) Alternate II (May 2014) of [52.225-3](#).
  - \_\_\_ (iv) Alternate III (May 2014) of [52.225-3](#).
- \_\_\_ (48) [52.225-5](#), Trade Agreements (OCT 2016) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (50) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- \_\_\_ (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

- \_\_\_ (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_\_ (54) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- X (55) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_\_ (56) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_\_ (57) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- X (58) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- X (59) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
- \_\_\_ (60)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- \_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

- X (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- \_\_\_ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- \_\_\_ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- \_\_\_ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- \_\_\_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- \_\_\_ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- \_\_\_ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).
- \_\_\_ (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in

excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
  - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
  - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).
  - (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
  - (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
  - (iv) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
  - (v) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
  - (vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
  - (vii) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
  - (viii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
  - (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
  - (x) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))



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

## **C2-2 52.216-18 Ordering (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract will be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 3/1/2019 through 8/31/2024.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract will control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### **C2-3 52.216-19 Order Limitations (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for services in a single labor category in excess of \$10,000,000.00;

(2) Any order for services in a combination of labor categories in excess of \$100,000,000.00;  
or

(3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor must honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **C2-4 52.216-22 Indefinite Quantity (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance will be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor will furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government will order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period will be completed by the Contractor within the time specified in the order. The contract will govern the Contractor's and Government's rights and obligations with respect to that order to

the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor will not be required to make any deliveries under this contract after 365 days after the end of the last option period.

**C2-5 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 will not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days of the current contract ordering period of performance expiration date.

**C2-6 52.217-9 Option to Extend the Term of the Contract (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract will be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, will not exceed 115 months.

**C2-7 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/?q=browsefar>.

**C2-8 52.252-6 Authorized Deviations in Clauses (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.



## **SECTION C3 - Agency Specific Clauses**

### **C3-1 0002 Agency Specific Clauses**

This contract includes one or more Social Security Administration acquisition clauses, which are provided in full text.

### **C3-2 2352.204-1 – Security and Suitability Requirements (MAR 2018)**

(a) Acronyms and Definitions – As used in this clause –

“Access to a facility, site, system, or information” means physical access to any SSA facility or site, logical access to any SSA information system, or access to programmatic or sensitive information.

“CO” means contracting officer.

“Contractor” means any entity having a relationship with SSA because of this contract. This term includes, but is not limited to, corporations, limited liability partnerships, and sole proprietorships.

“Contractor personnel” means employees of the contractor, employees of the subcontractor, any consultant retained by the contractor or subcontractor, any volunteer or intern of the contractor or subcontractor, and if the contractor or subcontractor is a sole proprietorship, it refers to the sole proprietorship.

“COR-COTR” means contracting officer’s representative-contracting officer’s technical representative.

“CPOC” means company point of contact as specified by the contract.

“CSPS” means Center for Suitability and Personnel Security.

“e-QIP” means Electronic Questionnaire for Investigations Processing.

“PIV” means Personal Identity Verification.

“Subcontractor” means any entity having a relationship with SSA’s contractor because of this contract. This term includes, but is not limited to, corporations, limited liability partnerships, and sole proprietorships.

(b) Purpose

This clause provides SSA’s policies and procedures concerning the conduct of background investigations (i.e. suitability determinations) of contractor personnel. A background investigation is required any time contractor personnel requires any type of

access to a facility, site, system, or information, whether or not a PIV credential is required. Contractor personnel may be subject to periodic reinvestigation per SSA policy. The purpose of these investigations is to determine the suitability of contractor personnel needing access to a SSA facility, site, system, or information. If applicable, the clause also describes the process to obtain a PIV credential.

(c) PIV Credentials

- (1) A PIV credential is required for contractor personnel requiring access to a SSA information system or routine, unescorted access to a SSA facility or site for a period of six months or more. (See paragraph (k) for more information.)
- (2) A PIV credential is not required for:
  - (i) Contractor personnel requiring escorted access to a SSA facility or site for less than six months; or
  - (ii) Contractor personnel requiring infrequent escorted access to a SSA facility or site, even if the access may be longer than six months (e.g., contractor personnel who provide infrequent facilities or equipment maintenance or repair, or who conduct onsite shredding, etc.).

(d) Authorities

- (1) Homeland Security Presidential Directive 12  
(<http://www.dhs.gov/homeland-security-presidential-directive-12>).
- (2) Office of Management and Budget Memorandum M-05-24  
(<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-24.pdf>).
- (3) The Crime Control Act of 1990, Public Law 101-647, subtitle E, as amended by Public Law 102-190 (for childcare center security requirements)  
(<http://www.gpo.gov/fdsys/pkg/USCODE-2010-title42/pdf/USCODE-2010-title42-chap132-subchapV-sec13041.pdf>).
- (4) Executive Orders 13764 and 12968  
(<https://www.hsdl.org/?abstract&did=798174>) and  
<https://www.gpo.gov/fdsys/pkg/FR-1995-08-07/pdf/95-19654.pdf>)
- (5) Title 5, CFR, Parts 731, 736, and 1400 (for positions assigned a “National Security” designation)  
([http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title05/5cfr731\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title05/5cfr731_main_02.tpl), [http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title05/5cfr736\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title05/5cfr736_main_02.tpl), and  
<http://www.ecfr.gov/cgi-bin/text-idx?SID=ea8d9b7f129b58c4b512ea9d68a44761&mc=true&node=pt5.3.1400&rgn=>

[div5%23se5.3.1400\\_1201](#)

(e) Suitability Process

The background investigation and adjudication processes are compliant with 5 CFR 731 or equivalent. Any new contractor personnel (i.e. those who have not previously received a suitability determination under this contract) requiring access to a SSA facility, site, information, or system, must complete and submit, through the COR-COTR, the documents listed in (e)(1) at least 30 business days prior to the date contractor personnel are to begin work. The suitability process cannot begin until the contractor submits, and SSA receives, accurate and complete documents.

(1) Suitability Document Submission

- a. Immediately upon award, the CPOC must provide to the COR-COTR for all contractor personnel requesting a suitability determination:
  - (i) An e-QIP Applicant Listing including the names of all contractor personnel requesting suitability;
  - (ii) Completed Optional Form (OF) 306, Declaration for Federal Employment;
  - (iii) Fair Credit Reporting Act Authorizations (FCRA); and
  - (iv) Work authorization for non-United States (U.S.) born applicants, if applicable.
- b. The e-QIP Applicant Listing must include the contractor's name, the contract number, the CPOC's name, the CPOC's contact information, the COR-COTR's name, the COR-COTR's contact information, and the full name, Social Security Number, date of birth, place of birth (must show city and state if born in the U.S. OR city and country if born outside of the U.S.), and a valid email address for all contractor personnel requesting suitability. All spelling of names, email addresses, places, and numbers must be accurate and legible.
- c. The required suitability forms, and a sample of properly completed forms, are available on [SSA's Office of Acquisition and Grants \(OAG\) website](#) ("Information About Acquisitions" tab, "Security Information" section [[https://www.ssa.gov/oag/acq/ASC\\_2352\\_204-1\\_Security\\_and\\_Suit\\_Reqrmts\\_Post\\_10012017/Links%20for%20Agency%20Specific%20Clause%202352\\_204-1%20Post%2010012017.htm](https://www.ssa.gov/oag/acq/ASC_2352_204-1_Security_and_Suit_Reqrmts_Post_10012017/Links%20for%20Agency%20Specific%20Clause%202352_204-1%20Post%2010012017.htm)]).

(2) e-QIP Application

- a. Once SSA receives all completed documents, listed in (e)(1), CSPS will initiate the e-QIP process using the e-QIP Applicant Listing. CSPS will email the e-QIP notification to the CPOC and COR-COTR inviting contractor personnel to the e-QIP website to electronically complete the background

investigation form (Standard Form (SF) 85, Questionnaire for Non-Sensitive Positions; SF 85P, Questionnaire for Public Trust Positions; or SF 86, Questionnaire for National Security Positions).

- b. Contractor personnel will have up to 10 business days to complete the e-QIP application. The 10-day timeframe begins the day CSPA sends the invitation to the CPOC and COR-COTR. Contractor personnel must electronically sign the signature pages before releasing the application in e-QIP. Signature pages include the Certification and Release pages for SF 85 and the Certification, Release, and Medical Release pages for both the SF 85P and SF 86.
- c. Find information about the e-QIP process in the e-QIP Quick Reference Guide for e-QIP Applicants at <https://nbib.opm.gov/e-qip-background-investigations/>.
- d. [If contractor personnel need assistance with e-QIP logon and navigation, call 1-844-874-9940.](https://nbib.opm.gov/e-qip-background-investigations/)

### (3) Fingerprinting

- a. The e-QIP notification email also provides contractor personnel with instructions to obtain electronic fingerprinting services. Contractor personnel must report for fingerprint services immediately upon completion and release of the e-QIP application and within 10 business days from the day CSPA sends the invitation.
- b. If contractor personnel cannot report to the designated fingerprint locations (in the notification email), CSPA will accept completed Field Division (FD) 258 fingerprint cards. The CO can provide the FD 258, if required. Contractor personnel must complete all fields on the FD 258. Incomplete fields may delay suitability processing.
- c. If you need to mail completed FD 258 fingerprint cards, send them, via certified mail along with a completed Contractor Personnel Suitability Cover Sheet-Fingerprint Cards (found on the [OAG website](#)), to:

Social Security Administration  
Center for Suitability and Personnel Security  
Attn: Suitability Program Officer  
6401 Security Boulevard  
2246 Annex Building  
Baltimore, MD 21235

### (4) Status Check

If contractor personnel have completed each of the steps in (e) in their entirety and do not receive a suitability determination within 15 business days of their last submission, call 1-844-874-9940 to determine suitability status.

(f) Suitability Determination

- (1) CSPS uses a Federal Bureau of Investigation fingerprint check as part of the basis for making a suitability determination. This determination is final unless information obtained during the remainder of the full background investigation, conducted by the Office of Personnel Management, is such that SSA would find the contractor personnel unsuitable to continue performing under this contract. CSPS will notify the CPOC and the COR-COTR of the results of these determinations.
- (2) SSA will not allow contractor personnel access to a facility, site, information, or system until CSPS issues a favorable suitability determination. A suitability determination letter issued by CSPS is valid only for performance on the contract specified in the letter.
- (3) If current contractor personnel are to perform work under a new contract, the CPOC must submit a fully completed, legible Contractor Personnel Rollover Request Form to the COR-COTR of the new contract. CSPS will notify the CPOC and the COR-COTR CO of suitability to work on the new contract. The Contractor Personnel Rollover Request Form is on [OAG's website](#).

(g) Contractor Personnel Previously Cleared by SSA or Another Federal Agency

If contractor personnel previously received a suitability determination from SSA or another Federal agency, the CPOC should include this information next to the contractor personnel's name on the initial e-QIP Applicant Listing (see paragraph (e)(1)(b)) along with the OF 306. CSPS will review the information. If CSPS determines another suitability determination is not required, it will provide a letter to the CPOC and the COR-COTR indicating the contractor personnel was previously cleared under another Federal contract and does not need to go through the suitability determination process again.

- (h) A contractor is not entitled to an equitable adjustment of the contract because of an unfavorable suitability determination(s). Additionally, if SSA determines that the number or percentage of unfavorable determinations make successful contract performance unlikely, SSA may terminate the contract for cause or default.

(i) Unsuitable Determinations

- (1) The contractor must notify the contractor personnel of any unsuitable determinations as soon as possible after receipt of such a determination.

- (2) The contractor must submit requests for clarification for unsuitable determinations in writing within 30 days of the date of the unsuitable determination to the email mailbox or address listed below. Contractor personnel must file their own requests; contractors may not file requests on behalf of contractor personnel.

[dchr.ope.hspd12appeals@ssa.gov](mailto:dchr.ope.hspd12appeals@ssa.gov) OR  
Social Security Administration  
Center for Suitability and Personnel Security  
Attn: Suitability Program Officer  
6401 Security Boulevard  
2246 Annex Building  
Baltimore, MD 21235

(j) Contractor Notification to Government

The contractor shall notify the COR-COTR and CSPS within one business day if any contractor personnel is arrested or charged with a crime during the term of this contract, or if there is any other change in the status of contractor personnel (e.g. leaves the company, no longer works under the contract, the alien status changes, etc.) that could affect their suitability determination. The contractor must provide in the notification as much detail as possible, including, but not limited to: name(s) of contractor personnel whose status has changed, contract number, the type of charge(s), if applicable, date of arrest, the court date, jurisdiction, and, if available, the disposition of the charge(s).

(k) Obtaining a Credential

- (1) This section applies only if contractor personnel will have access to a SSA information system or routine or unescorted access to a SSA facility or site for a period of six months or more as described in paragraph (c)(1).
- (2) Once the contractor personnel receive notification of an acceptable suitability determination, but prior to beginning work under the contract, the contractor personnel must appear at the respective Regional Security Office or SSA Headquarters Parking and Credentialing Office to begin the credentialing process. The contractor must contact the COR-COTR to arrange for credentialing. Once the COR-COTR makes the appointment, the COR-COTR must contact the contractor to inform the contractor of the credentialing appointment(s). The COR-COTR will also arrange for the contractor personnel to be escorted (by either the COR-COTR or a COR-COTR's representative) to the appropriate credentialing office at the time of this appointment. The contractor personnel must present the suitability determination letter and two forms of identification at this meeting. At least one of the forms of identification must be a Government-issued photo identification (ID) (for acceptable forms of ID see List of Acceptable Documents on OAG's [website](#)). For SSA Headquarters access, a completed Form SSA-4395, Application for Access to SSA Facilities, signed by the contractor personnel and the COR-COTR is also

required. The COR-COTR will provide the SSA-4395 Form to the contractor personnel when applicable.

- (3) Credentialing appointments last approximately 15 minutes. Depending on a contractor's scheduling needs and availabilities, contractor personnel may be scheduled for credentialing all in one day (this process may take a few hours to complete, depending on the number of contractor personnel that need to be credentialed) or they may come in at separate times convenient to the contractor personnel's and the COR-COTR's schedules.

(4) Contacts

- a. SSA Headquarters' Parking and Credentialing Office representatives can be reached at [Parking.and.Credentialing@ssa.gov](mailto:Parking.and.Credentialing@ssa.gov) or 410-965-5910.
- b. Research Triangle Park Parking and Credentialing Office representatives can be reached at [SSC.Parking.and.Credentialing@ssa.gov](mailto:SSC.Parking.and.Credentialing@ssa.gov) or 877-586-6650, extensions 25206 or 25207.
- c. Regional Security Office contact information is in the Appendix at the end of this clause.

(l) Contractor Return of PIV Credential

The contractor must account for and ensure that all forms of Government-provided identification (PIV credential) issued to contractor personnel under this contract are returned to SSA's Headquarters' Parking and Credentialing Office or Regional Security Office, as appropriate, as soon as any of the following occur: when no longer needed for contract performance; upon completion of any contractor personnel employment; or upon contract completion or termination.

(m) Government Control

The Government has full control over and may grant, deny, or withhold access to a facility, site, system, or information and may remove contractor personnel, or require the contractor to remove contractor personnel from performing under the contract for reasons related to conduct even after contractor personnel are found suitable to work on the contract (see paragraph (n) below).

(n) Removal From Duty

The CO, in coordination with the COR-COTR and CSPS, may remove a contractor, or request the contractor immediately remove any contractor personnel from working under the contract based on conduct that occurs after a favorable suitability determination. This includes temporarily removing contractor personnel arrested for a violation of law pending the outcome of any judicial proceedings. The contractor must comply with

these requests to remove any contractor personnel. The Government's determination may be made based on, but not limited to, these incidents involving the misconduct or delinquency:

- (1) Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes any local credentialing requirements.
- (2) Neglect of duty, including sleeping while on duty; unreasonable delays or failure to carry out assigned tasks; conducting personal affairs while on duty; and refusing to cooperate in upholding the integrity of SSA's security program.
- (3) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents, records, or Government property or concealment of material facts by willful omissions from official documents or records.
- (4) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participating in disruptive activities that interfere with the normal and efficient operations of the Government.
- (5) Theft, vandalism, or any other criminal actions.
- (6) Selling, consuming, possessing, or being under the influence of intoxicants, drugs, or substances that produce similar effects.
- (7) Improper use of official authority or credentials.
- (8) Unauthorized use of communications equipment or Government property.
- (9) Misuse of weapon(s) or tools used in the performance of the contract.
- (10) Unauthorized access to areas not required for the performance of the contract.
- (11) Unauthorized access to SSA's employees' personal property.
- (12) Violation of security procedures or regulations.
- (13) Prior contractor personnel unsuitability determination by SSA or another Federal agency.
- (14) Unauthorized access to, or disclosure of, agency programmatic or sensitive information, or Internal Revenue Service Tax Return information.
- (15) Failure to ensure the confidentiality of or failure to protect from disclosure, agency information entrusted to them. Certain provisions of these statutes and regulations apply to Federal employees, and apply equally to contractor personnel: The Privacy Act of 1974, The Tax Reform Act of 1976 and the Taxpayer Browsing



Protection Act of 1997, SSA regulation 1, The Computer Fraud and Abuse Act of 1986, and Section 1106 of the Social Security Act.

(16) Being under investigation by an appropriate authority for violating any of the above.

(o) The contractor is required to include the substance of this clause in any subcontract requiring the subcontractor to access a SSA facility, site, system, or information. However, the contractor must obtain, review, and submit to SSA all of the completed and required forms (see paragraph (e) from the subcontractor. SSA will not accept completed forms from anyone other than the contractor.

**Appendix to AS Clause 2352.201-4:**

Regional Security Offices  
Regional Credentialing Contacts for Contractor Personnel

*Region 1 – Boston*

Management and Operations Support, Wilson Osorio, 617-565-2840

*Region 2 – New York*

Center for Materiel Resources, Physical Security and Safety Team, Emmanuel Fernandez, 212-264-2603

*Region 3 – Philadelphia*

For Mid-Atlantic Social Security Center occupants: Center for Materiel Resources, Kevin Wiley, 215-597-1627

For all others: Center for Automation, Security and Integrity, 215-597-5100

*Region 4 – Atlanta*

Center for Security and Integrity  
Willie Martin, 404-562-1761  
Charlene C. Jones, 404-562-1432  
Glen Gaston, 404-562-1871  
Dennis Loewer, 404-562-1340

*Region 5 – Chicago*

Management and Operations Support, Building Services Unit  
Sharon Young, 312-575-4150  
Evelyn Principe, 312-575-6342  
Sofia Luna, 312-575-5762  
Carlton Brown, 312-575-5957  
Colleen Carrington, 312-575-5242

*Region 6 – Dallas*

Center for Materiel Resources, Employee Relations, Veronica Drake, 214-767-2221

*Region 7 – Kansas City*

Center for Automation Security Integrity, General Office Line, 816-936-5555

*Region 8 – Denver*

Center for Security and Integrity, Phil Mocon, 303-844-4016

*Region 9 – San Francisco*

Center for Security and Integrity, Cassandra Howard, 510-970-4124

*Region 10 - Seattle*

Center for Security and Integrity  
Mary Bates, 206-615-2105  
Lisa Steepleton, 206-615-2183

**C3-3 2352.204-2 Federal Information Security Management Act (FISMA) and Agency Privacy Management (DEC 2014)**

(a) Definitions

Terms defined for this clause:

“Agency” means the Social Security Administration (SSA).

“OAG” means the Office of Acquisition and Grants at SSA.

“PIV Credential” means personal identity verification credentials required for Contractor personnel requiring access to an SSA information system or routine, unescorted access to a SSA facility or site for a period of six months or more.

(b) Agency Responsibility Related to FISMA Training Requirements

(1) The FISMA of 2002 (Title III, Pub. L. No. 107-347) (<http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>) and the Office of Management and Budget policy (through Circular A-130, Appendix III, [http://www.whitehouse.gov/omb/circulars\\_a130\\_a130appendix\\_iii](http://www.whitehouse.gov/omb/circulars_a130_a130appendix_iii)) require all agency employees, and Contractor and Subcontractor personnel working under agency contracts who will have access to any kind of SSA information, receive periodic training in computer security awareness and accepted computer security practice. This includes training for Contractor personnel who do not have access to electronic information systems. The training level is tailored to the risk and magnitude of harm related to the required activities.

(2) SSA’s Security Awareness Contractor Personnel Security Certification (CPSC) form, SSA-222, adequately covers the required information technology security and privacy awareness training for this contract. The SSA-222 is on OAG’s internet site (see paragraph (c)(3)(i) below). This training does not preclude any additional role-based training specified elsewhere in this contract.

(c) Contractor Responsibilities Related to FISMA Training Requirements

(1) Contractor Personnel Requiring an SSA-issued PIV Credential and Access to SSA’s Network

(i) Following contract award, the agency mandates Contractor personnel requiring a PIV credential to take security awareness training by reading and electronically signing the CPSC

form, SSA-222, during the PIV credentialing process. This requirement also applies to Contractor personnel requiring a PIV credential subsequently added to the contract. If Contractor personnel receive a PIV credential, Contractors are not required to send an email per paragraph (c)(3)(iii).

(ii) For each successive year the contract is in operation, Contractor personnel must take annual security awareness training via a video on demand on SSA's intranet website. Contractor personnel with a valid SSA email address will receive an email to take this training at the appropriate time.

(2) Contractor Personnel Requiring an SSA-issued PIV Credential but Not Access to SSA's Network:

(i) Following contract award, the agency mandates Contractor personnel requiring a PIV credential to take security awareness training by reading and electronically signing the CPSC form, SSA-222, during the PIV credentialing process. This requirement also applies to Contractor personnel subsequently added to the contract and requiring a PIV credential. For Contractor personnel receiving a PIV credential, contractors are not required to send an email per paragraph (c)(3)(iii) for the first year of the contract.

(ii) If applicable, for each successive year of the contract, the Contractor will repeat the processes described in paragraphs (c)(3)(i)-(iii), below, on an annual basis. The Contractor must submit the information in paragraph (c)(3)(iii), below, within 45 days of: the date the option was renewed, or the anniversary of the contract award date, whichever comes first.

(3) Contractor Personnel Not Requiring an SSA-issued PIV Credential and Not Access to SSA's Network:

(i) Following contract award, the Contractor must ensure that all Contractor personnel performing under this contract take the security awareness training by reading and signing the CPSC form, SSA-222. This requirement also applies to Contractor personnel subsequently added to the contract. A copy of this form is on OAG's Internet website (<http://www.socialsecurity.gov/oag/acq/SSA-222.pdf>).

(ii) The Contractor must receive signed copies of the form from each Contractor personnel working under the contract within 30 days following contract award, or within 30 days after a contractor personnel begins working under the contract, whichever comes first.

(iii) The Contractor will send an email to [security.awareness.training@ssa.gov](mailto:security.awareness.training@ssa.gov), with a copy to the Contracting Officer and the Contracting Officer's Technical Representative, within 45 days following contract award. Similarly, the Contractor will send such email notification 45 days of when new Contractor personnel are added to perform work under the contract. The Contractor will attach each signed form, completed per paragraph (c)(3)(ii), above, to the email along with a list of the names (first, middle initial, and last) of the Contractor personnel who signed the form and the contract number they are working under.

(iv) For each successive year the contract is in operation, the Contractor will repeat the processes described in paragraphs (c)(3)(i)-(iii), above, on an annual basis. The Contractor must submit the information in paragraph (c)(3)(iii), above, within 45 days of: the date the option was renewed, or the anniversary of the contract award date, whichever comes first.

(4) The Contractor must retain copies of signed SSA-222 forms mentioned in paragraphs (c)(2) and (3) above for potential future SSA audits for a period of three years after final payment (per Federal Acquisition Regulation Section 4.703).

(d) Applicability of this Clause to Subcontractor Personnel. The Contractor is required to include a clause substantially the same as this in all subcontracts awarded under the prime contract. This clause will require the Subcontractors to follow the instructions in paragraph (c) of this clause. For Subcontractor personnel following paragraphs (c)(2) and (3), the Subcontractor must submit the signed forms to the Contractor and the Contractor will be responsible for submitting this information to SSA per paragraph (c)(3)(iii). The Subcontractor will be responsible for maintaining its signed forms as detailed in paragraph (c)(4).

**C3-4 2352.209-1 Key Personnel (FEB 2016)**

(a) Key personnel designated under this contract are those personnel assigned to Key positions or labor categories and are essential to the work performed herein. The CO will modify the contract during the course of the contract to either add or delete Key personnel, as appropriate.

(b) Key Personnel of this contract are individuals assigned to the following positions or labor categories:

<u>Key Personnel</u>	<u>Position or Labor Category</u>
TBD	TBD

(c) SSA has determined that continuity through the retention of highly qualified Contractor personnel is a major factor for success in achieving high quality products and efficient performance of the contract. If it becomes necessary for the Contractor to replace Key personnel after contract award, the Contractor must provide a written evaluation of the impact on the progress and continuity of the relevant work that might result by replacing these personnel. The Contractor will submit this evaluation along with the names and resumes of replacement personnel to the CO and the COR-COTR for review and approval not later than two calendar weeks 30 thirty calendar days if security clearance is needed) prior to their replacement, or as soon as known. All replacements must possess qualifications equal to or higher than the qualifications of the person replaced. The CO and COR-COTR will evaluate such requests and the CO will promptly notify the Contractor of approval or disapproval of the replacement key personnel.

(d) The Contractor further agrees to include the substance of this clause in any subcontract awarded under this contract.

### **C3-5 Task Order Key Personnel**

Where applicable, the following clause would be included for the designation of key personnel in task order award.

The named personnel listed below are considered essential to the work being performed under a Task Order. Prior to substituting, removing, replacing, or diverting any of the specified individuals, the Contractor must notify the designated COTR 15 working days in advance, or as soon as known, and will submit a written request and justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract. The proposed substitution of task order essential personnel must meet or exceed the education, experience, and other technical requirements of the personnel being replaced. The Contractor must make no changes to the named task order essential personnel without the prior written consent of the COTR.

<b>Name of Key Person</b>	<b>Position/Labor Category</b>
TBD at time of Task Order award	

### **C3-6 2352.219-3 eSRS Electronic Subcontracting Reporting System (SEP 2013)**

You are required to report your subcontracting activity via the Electronic Subcontracting Reporting System (eSRS). eSRS allows Contractors to enter both Subcontracting Reports for Individual Contracts and Summary Subcontract Reports into a single Government-wide system. You may access eSRS at [www.esrs.gov](http://www.esrs.gov). If you have any questions about eSRS please contact your nearest Small Business Administration Commercial Market Representative at <http://www.sba.gov/content/commercial-market-representatives> or go to the Federal Service Desk at [http://www.esrs.gov/help\\_desk](http://www.esrs.gov/help_desk).

### **C3-7 2352.224-1 Protection of Confidential Information (DEC 2008)**

(a) "Confidential information," as used in this clause, means information or data, or copies or extracts of information or data, that is: (1) provided by the Social Security Administration (SSA) to the Contractor for, or otherwise obtained by the Contractor in, the performance of this contract; and (2) of a personal nature about an individual, such as name, home address, and social security number, or proprietary information or data submitted by or pertaining to an institution or organization, such as employee pay scales and indirect cost rates.

(b) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in

this contract specific information or categories of information that the Government will furnish to the Contractor or that the Contractor is expected to generate which are confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. The confidential information will be used only for purposes delineated in the contract; any other use of the confidential information will require the Contracting Officer's express written authorization. The Contracting Officer and the Contractor will settle any disagreements regarding the identification pursuant to the "Disputes" clause.

(c) The Contractor must restrict access to all confidential information to the minimum number of employees and officials who need it to perform the contract. Employees and officials who need access to confidential information for performance of the contract will be determined in conference between SSA's Contracting Officer, Contracting Officer's Technical Representative, and the responsible Contractor official. Upon request, the Contractor will provide SSA with a list of "authorized personnel," that is, all persons who have or will have access to confidential information covered by this clause.

(d) The Contractor must process all confidential information under the immediate supervision and control of authorized personnel in a manner that will: protect the confidentiality of the records; prevent the unauthorized use of confidential information; and prevent access to the records by unauthorized persons.

(e) The Contractor must inform all authorized personnel with access to confidential information of the confidential nature of the information and the administrative, technical and physical safeguards required to protect the information from improper disclosure. All confidential information must, at all times, be stored in an area that is physically safe from unauthorized access. See paragraph (f) below regarding the minimum standards, which the safeguards must meet.

(f) Whenever the Contractor is storing, viewing, transmitting, or otherwise handling confidential information, the Contractor must comply with the applicable standards for security controls that are established in FISMA. (These standards include those set by the National Institute of Standards and Technology (NIST) via the Federal Information Processing Standards (FIPS) publications and NIST Special Publications, particularly FIPS 199, FIPS 200, and NIST Special Publications - 800 series.)

(g) If the Contractor, in the performance of the contract, uses any information subject to the Privacy Act of 1974, 5 U.S.C. 552a, and/or section 1106 of the Social Security Act, 42 U.S.C. 1306, the Contractor must follow the rules and procedures governing proper use and disclosure set forth in the Privacy Act, section 1106 of the Social Security Act, and the Commissioner's regulations at 20 C.F.R. Part 401 with respect to that information.

(h) For knowingly disclosing information in violation of the Privacy Act, the Contractor and Contractor employees may be subject to the criminal penalties as set forth in 5 U.S.C. Section 552(i)(1) to the same extent as employees of SSA. For knowingly disclosing confidential information as described in section 1106 of the Social Security Act (42 U.S.C. 1306), the

Contractor and Contractor employees may be subject to the criminal penalties as set forth in that provision.

- (i) The Contractor must assure that each Contractor employee with access to confidential information is made aware of the prescribed rules of conduct, and the criminal penalties for violations of the Privacy Act and/or the Social Security Act.
- (j) Whenever the Contractor is uncertain how to handle properly any material under the contract, the Contractor must obtain written instructions from the Contracting Officer addressing this question. If the material in question is subject to the Privacy Act and/or section 1106 of the Social Security Act or is otherwise confidential information subject to the provisions of this clause, the Contractor must obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication. Contracting Officer instructions and determinations will reflect the result of internal coordination with appropriate program and legal officials.
- (k) Performance of this contract may involve access to tax return information as defined in 26 U.S.C. Section 6103(b) of the Internal Revenue Code (IRC). All such information must be confidential and may not be disclosed without the written permission of the SSA Contracting Officer. For willfully disclosing confidential tax return information in violation of the IRC, the Contractor and Contractor employees may be subject to the criminal penalties set forth in 26 U.S.C. Section 7213.
- (l) The Government reserves the right to conduct on-site visits to review the Contractor's documentation and in-house procedures for protection of and security arrangements for confidential information and adherence to the terms of this clause.
- (m) The Contractor must include this clause in all resulting subcontracts whenever there is any indication that the Subcontractor(s), engaged by the Contractor, and their employees or successor Subcontractor(s) and their employees might have access to SSA's confidential information.
- (n) The Contractor must assure that its Subcontractor(s) and their employees or any successor Subcontractor(s) and their employees with access to SSA confidential information are made aware of the prescribed rules of conduct. For knowingly disclosing SSA's confidential information, any Subcontractor(s) and their employees or successor Subcontractor(s) and their employees may be subject to criminal penalties as described in section 1106 of the Social Security Act (42 U.S.C. 1306) and the Privacy Act (5 U.S.C. 552a).



**C3-8 2352.224-2 – Protecting and Reporting the Loss of Personally Identifiable Information: Responsibilities Concerning Individual Employees (FEB 2017)**

(a) Definitions

The following terms are defined for the purposes of this clause:

“Agency” means the Social Security Administration (SSA).

“Employee(s)” means an individual(s) employed, including, for the purposes of this clause, management officials, by either the Contractor or subcontractor that are working under this contract.

“Handling PII” means having access, either currently or in the future, to personally identifiable information (PII), as defined in this clause.

“Lost, compromised, or potentially compromised PII” means that, while the Contractor/employee is in possession of PII, the PII has become physically missing (e.g., it has been stolen) or has been otherwise breached so that persons other than authorized users, and for other than an authorized purpose, have access or potential access to the PII, regardless of the form (e.g., electronic or physical) in which it was stored. Indications of lost, compromised, or potentially compromised PII include missing equipment (e.g., laptops and removable storage devices such as USB flash or “thumb” drives, CDs, DVDs, etc.) and/or paper documents potentially containing PII, as well as actions where PII was emailed in violation of the terms contained in Section (b)(4), Emailing PII, below.

“Personally Identifiable Information” (PII): SSA follows the definition of PII provided by the Office of Management and Budget in OMB Memorandum [OMB M-07-16](#): “The term ‘personally identifiable information’ refers to any information which can be used to distinguish or trace an individual's identity, such as their name, Social Security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.” Other examples of PII may include, but are not limited to: Social Security benefit data, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, home address, and medical information. Within this clause, “PII” shall specifically mean PII as defined above which: (1) SSA has a primary responsibility for and/or interest in protecting; and (2) is made available or becomes accessible to the Contractor and/or any subcontractor, including their respective employees, as a result of performing under this contract (e.g., under the contract, SSA directly furnishes PII to the Contractor/subcontractor, or the Contractor/subcontractor, in order to perform its duties under the contract, collects PII from outside sources, such as in a public survey).

“Secure Area” or “Secure Duty Station” means, for the purpose of this clause, either of the

following, unless SSA expressly states otherwise on a case-by-case basis: (1) an employee's official place of work that is in the Contractor's or subcontractor's established business office in a commercial setting, OR (2) a location within SSA or other Federal- or State-controlled premises. A person's private home, even if it is used regularly as a "home office" (including that of a Contractor or subcontractor management official), shall not be considered a secure area or duty station.

(b) Employee Responsibility in Safeguarding PII.

(1) The Contractor shall establish, maintain, and follow its own policy and procedures to protect PII, including those for reporting lost or compromised, or potentially lost or compromised, PII (see Section (d)(1), below). The Contractor shall inform its employees handling PII of their individual responsibility to safeguard it. In addition, the Contractor shall, within reason, take appropriate and necessary action to: (1) educate employees on the proper procedures designed to protect PII, as described below and as otherwise approved by the Agency; and (2) enforce their compliance with the policy and procedures prescribed as follows:

(2) General. Employees shall properly safeguard PII from loss, theft, or inadvertent disclosure. Employees are responsible for safeguarding this information at all times, regardless of whether or not the employee is at his or her regular duty station. Examples of proper safeguarding include, but are not limited to: maintaining the confidentiality of each employee's individual password (by not sharing the password with any other individual or entity and not writing it down); verifying the identity of individuals before disclosing information to them; preventing others in the area from viewing PII on one's computer screen; consistently locking or logging off one's workstation when one is away; and ensuring that PII is appropriately returned or, upon receiving SSA's approval, destroyed when no longer needed.

(3) Transporting PII Outside a Secure Area/Secure Duty Station. Note: The term "transporting" used here does not include shipping by a common or contract carrier, as defined in FAR 47.001, or by the U.S. Post Office.

(i) Employees shall make every reasonable effort to safeguard equipment, files, or documents containing PII when transporting information from a secure area/secure duty station. Employees must ensure that the laptops and other electronic devices/media being used to transport PII are encrypted and password protected. The Contractor shall make every reasonable effort to ensure that the encryption and password protection are in accordance with any SSA-prescribed standards or policies which shall be communicated separately from this clause. Employees must use reasonable protection measures when transporting PII, e.g., storing files in a locked briefcase, not leaving files and/or equipment in plain view.

(ii) Employees transporting PII, including transporting PII duplications, such as

electronic copies and photocopies, from their secure duty station or an otherwise secured area to an unsecured area shall obtain prior approval in accordance with the Contractor's established policy. The Contractor shall provide employees with contact information and instructions based on the Contractor's security/PII loss incident policy and procedures. (NOTE: Agency-prescribed contact information and instructions for reporting lost or possibly lost PII are discussed in Section (c) below.)

(iii) Tracking files.

(A) Unless the PII is being transported for disposal pursuant to the contract, (see (b) (4) below), the Contractor shall, within reason, take appropriate and necessary action to ensure that the file(s) or document(s) being physically transported or transmitted electronically outside the secure area/secure duty station are tracked through a log. They must be logged out prior to transport as well as logged back in upon return. The Contractor can establish any mechanism for tracking as long as the process, at a minimum, provides for the following information to be logged:

- (1) first and last name of the employee taking/returning the material;
  - (2) the name of the file or document containing PII that he/she intends to transport from the office;
  - (3) all the forms or media in which the PII was transported (e.g., electronic, such as laptop, thumb drive, CD—be as specific as possible; paper, such as paper file folders or printouts);
  - (4) the reason he/she intends to transport the file or document containing PII;
  - (5) the date he/she transported the file or document containing PII from the secure duty station; and
  - (6) the date he/she returned the file or document containing PII to the secure duty station.
- (B) Materials must be returned or documented as destroyed within 90 days of removal from the office or have Contractor supervisory approval for being held longer.
- (C) The log must be maintained in a secure manner. Upon request by the Agency, the Contractor shall provide the information from the log in a format (e.g., electronic or paper) that can be readily accessed by the Agency.

(4) Employee Disposal of PII. The marked statement below applies to this contract:

[Contracting Officer: Mark the appropriate statement below.]

[ ] (i) This contract entails employee disposal of PII. Employees shall follow the procedures described in [Contracting Officer: Fill in reference to appropriate section, paragraph, article, etc., of the contract as applicable. Page numbers are optional.]

[ X ] (ii) This contract does not entail employee disposal of PII. The Contractor shall, within reason, take appropriate and necessary action to ensure that the procedures detailed in (b)(3)(iii) above pertaining to the logging of PII that is transported outside a secure area/from their secure duty station are followed.

(5) Emailing PII. The Contractor's corporate or organizational email system is deemed not to be secure. Therefore, the Contractor shall put policies and procedures in place to ensure that its employees email PII using only the following procedures in (i)-(ii), below:

(i) Sending from an SSA email address. If employees have been given access to the SSA email system, they may use it to send email messages containing PII in the body or in an unencrypted attachment but only to other SSA email addresses (which contain the "name @ssa.gov" format) or to email addresses belonging to an SSA-certified email system. Email directed to any other address(es) may contain PII only if the PII is entirely contained in an encrypted attachment.

(ii) Sending from a non-SSA email system. If employees are using the Contractor's own or any other non-SSA email system (e.g., Yahoo!, Gmail), they may send email messages transmitting PII only if the PII is entirely contained in an encrypted attachment; none of the PII may be in the body of the email itself or in an unencrypted attachment. When emailing from such systems, this procedure applies when emailing PII to any email address, including but not limited to, an SSA email system address. Unless specifically noted otherwise, the Contractor and its employees are expected to conduct business operations under this contract using the Contractor's own email system, i.e., in accordance with the foregoing rules for transmitting PII.

(c) Agency-Prescribed Procedures for Reporting Lost, Compromised, or Potentially Compromised PII.

(1) "Lost, compromised, or potentially compromised PII" is defined in Section (a), above. The reporting requirement established in this section is for reporting all incidents involving PII, with no distinction between suspected and confirmed breaches.

(2) SSA has its own reporting requirements for PII that is lost, compromised, or potentially compromised. The purpose of this section is to ensure that these requirements are met and that incident information is shared appropriately.

(i) Contractor Responsibility. In addition to establishing and implementing its own

internal procedures referenced in Section (b), above, the Contractor is responsible for taking reasonable actions to implement Agency-prescribed procedures described in (c)(2)(iii) below for reporting lost, compromised, or potentially compromised PII. These include educating employees handling PII about these procedures and otherwise taking appropriate and necessary steps to enforce their compliance in carrying them out.

(ii) Potential Need for Immediate, Direct Reporting by the Employee. SSA recognizes that Contractor employees will likely make the initial discovery of a PII security breach. When an employee becomes aware or suspects that PII has been lost or compromised, he/she is required to follow the Contractor's established security/PII loss incident reporting process (see Section (d)(1), below). The Contractor's reporting process, along with SSA's (see Section (c)(2)(iii) below), shall require the Contractor, and not necessarily the employee, in such circumstances to notify SSA of the incident. However, the Contractor shall inform each employee handling or potentially handling PII that he/she must be prepared to directly notify outside authorities immediately as described in (c)(4) below, if, shortly following the incident or discovery of the incident, he/she finds it evident that neither an appropriate Contractor nor SSA manager/contact can be reached. The Contractor should emphasize to the employee that timeliness in reporting the incident is critical.

(iii) Procedures.

(A) When an employee becomes aware or suspects that PII has been lost, compromised, or potentially compromised (see (a) Definitions, above), the Contractor, in accordance with its incident reporting process, shall provide immediate notification of the incident to the primary SSA contact. If the primary SSA contact is not readily available, the Contractor shall immediately notify one of two SSA alternates, if names of alternates have been provided. (\*\*See Attachment A to 2352.224-2 for the identity of the designated primary and alternate SSA contacts.\*\*\*) The Contractor shall act to ensure that each employee, prior to commencing work on the contract, has been given information as to who the primary and alternate SSA contacts are and how to contact them. In addition, the Contractor shall act to ensure that each employee promptly receives any updates on such information as they are made available. Whenever the employee removes PII from a secure area/secure duty station, he/she must comply with the Contractor's security policies, including having on hand the current contact information for the primary SSA contact and the two alternates.

(B) The Contractor shall provide the primary SSA contact or the alternate, as applicable, updates on the status of the reported PII loss or compromise as they become available but shall not delay the initial report.

(C) The Contractor shall provide complete and accurate information about the

details of the possible PII loss to assist the SSA contact/alternate, including the following information:

- (1) Contact information;
- (2) A description of the loss, compromise, or potential compromise (i.e., nature of loss/compromise/potential compromise, scope, number of files or records, type of equipment or media, etc.) including the approximate time and location of the loss;
- (3) A description of safeguards used, where applicable (e.g., locked briefcase, redacted personal information, password protection, encryption, etc.);
- (4) An identification of SSA components (organizational divisions or subdivisions) contacted, involved, or affected;
- (5) Whether the Contractor or its employee has contacted or been contacted by any external organizations (i.e., other agencies, law enforcement, press, etc.);
- (6) Whether the Contractor or its employee has filed any other reports (i.e., Federal Protective Service, local police, and SSA reports); and
- (7) Any other pertinent information

(D) The Contractor shall use the worksheet (or a copy thereof) following this clause to quickly gather and organize information about the incident.

(E) There may be rare instances outside of business hours when the Contractor is unable to reach either the primary SSA contact or any of the alternates immediately. In such a situation, the Contractor shall immediately call SSA's National Network Service Center (NNSC) toll-free at 1-877-697-4889 to file the initial report directly, providing the information in (c)(2)(iii)(C) above and completing the attached worksheet to the best of its ability. Overall, during this time, the Contractor shall cooperate as necessary with the NNSC or any of the other external organizations described in (c)(2)(iii) above.

(F) The Contractor shall document the call with the CAPRS (Change, Asset, and Problem Reporting System) number, which the NNSC will assign. The Contractor shall provide the CAPRS number to the primary SSA manager, or, if unavailable, one of the alternates to this manager as described above.

(G) If an employee initially detects the loss, compromise, or potential compromise of PII and finds it evident that neither an appropriate Contractor nor SSA manager/contact can be promptly reached, the employee shall undertake the foregoing actions prescribed to the Contractor in this part (i.e., immediately call the NNSC, document the CAPRS number assigned to the call, etc.). (Reference Section (c)(2)(i) above.)

(H) The Contractor and its employee(s) shall limit disclosure of the information

and details about an incident to only those with a need to know. The security/PII loss incident reporting process will ensure that SSA's reporting requirements are met and that security/PII loss incident information is only shared as appropriate.

(d) Additional Contractor Responsibilities When There Is a Loss of PII.

- (1) The Contractor shall have a formal security/PII incident reporting process in place that outlines appropriate roles and responsibilities, as well as the steps that must be taken, in the event of a security/PII loss incident. The plan shall designate who within the Contractor's organization has responsibility for reporting the loss, compromise, or potential compromise of PII to SSA.
- (2) In the event of a security/PII loss incident, the Contractor shall take immediate steps to address consequential security issues that have been identified, including steps to minimize further security risks to those individuals whose personal information was lost, compromised, or potentially compromised.
- (3) The Contractor shall confer with SSA personnel in reviewing the actions the Contractor has taken and plans to take in dealing with the incident.
- (4) The Contractor shall bear the responsibility and any cost for any data breach and/or remediation actions that might arise from the security/PII loss incident. If SSA determines that the risk of harm requires notification of affected individual persons of the security breach and/or other remedies, the Contractor shall carry out these remedies without cost to SSA.

(e) Applicability of this Clause to Subcontractors/Subcontractor Employees

- (1) The Contractor shall include this clause in all resulting subcontracts whenever there is any indication that the subcontractor and their employees, or successor subcontractor(s) and their employees, will or might have access to PII.
- (2) The Contractor shall, within reason, take appropriate and necessary action to assure SSA that its subcontractor(s) and their employees, or any successor subcontractor(s) and their employees, with access to PII know the rules of conduct in protecting and reporting the loss or suspected loss of PII as prescribed in this clause, such as those regarding the emailing of PII as stated in Section (b)(5) above.
- (3) Notification of Subcontractor Handling of PII. If the Contractor engages a subcontractor under this contract whose employee(s) will actually or potentially be given or have access to PII, the Contractor shall do the following:

- (i) Notify in advance both SSA's COR-COTR and the CO of this arrangement, providing

the subcontractor name(s) and address(es) and, upon request, a description of the nature of the PII to which the employee(s) will actually or potentially be given/have access (e.g., phone numbers, Social Security numbers); and

- (ii) Provide SSA's COR-COTR the names of the subcontractor employee(s) who will actually or potentially be assigned and/or have access to the PII. The Contractor may satisfy this requirement when submitting the name(s) of the subcontractor employee(s) to SSA's COR-COTR for the requisite security background check described in Section (f), below.

- (f) Contractor/Subcontractor Background Checks – Security & Suitability Requirements Clause.

For each Contractor and subcontractor employee handling PII, the Contractor shall fulfill the requirements of the Security & Suitability Requirements Clause, found elsewhere in this contract, to ensure that any such individual has the appropriate background checks.



Worksheet for Reporting the Loss, Compromise, or Potential Compromise of Personally Identifiable Information

Contractor and Subcontractor Employees: See last page of this attachment for instructions on completing this worksheet.

1. My primary SSA contact for reporting the loss, compromise, or potential compromise of PII is: [TBD at time of award: Contracting Officer: Fill in the name and contact information (phone number(s), address, etc.) of the primary SSA contact. This should be the Contracting Officer's Representative (COR) – Contracting Officer's Technical Representative (COTR)]

The alternates to this primary contact are as follows:

First Alternate: [TBD at time of award: Contracting Officer: Fill in the name and contact information (phone number(s), address, etc.) of the First Alternate SSA contact. This should be the Alternate COR-COTR.]

Second Alternate: [TBD at time of award: Contracting Officer: Fill in the name and contact information (phone number(s), address, etc.) of the Second Alternate SSA contact.]

2. Information about the individual making the report to SSA's National Network Service Center (NNSC) (Toll-free Phone Number at 1-877-697-4889):

Name:

Position:

Deputy Commissioner Level Organization: [TBD at time of award: Contracting Officer: fill in]

Phone numbers:

Work:

Cell:

Home/Other:

Email Address:

Check on of the following:

Management Official [ ] Security Officer [ ] Non-Management [ ]

Additional Information (to be provided when a contractor or subcontractor employee is reporting directly to the NNSC):

\*Contractor/Subcontractor (circle as appropriate):

\*\*SSA Contract Number (if known):

3. Information about the data that was lost/stolen:

Describe what was lost or stolen (e.g., case file, MBR (Master Beneficiary Record) data):

Which element(s) of PII did the data contain?

Name [ ]

- SSN [ ]
- Date of Birth [ ]
- Place of Birth [ ]
- Address [ ]
- Mother's Maiden Name [ ]
- Bank Account Info [ ]
- Medical/Health Information [ ]
- Benefit Payment Info [ ]
- Other [ ]

Estimated volume of records involved:

4. How was the data physically stored, packaged and/or contained?

Paper or Electronic? (circle one):

If Electronic, what type of device?

- Laptop[ ] Tablet[ ] Backup Tape[ ] Blackberry[ ]
- Workstation[ ] Server[ ] CD/DVD[ ] Blackberry Phone #
- Hard Drive[ ] Floppy Disk[ ] USB Drive[ ]
- Other(describe):

Additional Questions if Electronic: Yes No Not sure

- a. Was the device encrypted?
- b. Was the device password protected?
- c. If a laptop or tablet, was a VPN SmartCard lost?

Cardholder's Name:  
Cardholder's SSA logon PIN:  
Hardware Make/Model:  
Hardware Serial Number:

Additional Questions if Paper: Yes No Not Sure

- a. Was the information in a locked briefcase?
- b. Was the information in a locked cabinet or drawer?
- c. Was the information in a locked vehicle trunk?
- d. Was the information redacted?
- e. Other circumstances:

5. If the employee/Contractor/subcontractor who was in possession of the data or to whom the data was assigned is not the person making the report to the NNSC (as listed in #1), information about this employee/Contractor/subcontractor:

Name:  
Position:  
Deputy Commissioner Level Organization: [Contracting Officer: fill in]  
Phone Numbers:  
Work: Cell: Home/Other:  
E-mail Address:

Additional Information (to be provided when person who was in possession of the data or assigned to the data is a Contractor/subcontractor employee):

- \*Contractor/Subcontractor (circle as appropriate):
- \*\*SSA Contract Number (if known):

6. Circumstances of the loss:

- a. When was it lost/stolen?
- b. Brief description of how the loss/theft occurred:
- c. When was it reported to SSA management official (date and time)?

7. Have any other SSA components been contacted? If so, who? (Include deputy commissioner level, agency level, regional/associate level component names)

8. Which reports have been filed? (include FPS, local police, and SSA reports)

Report Filed	Yes	No	Report Number
Federal Protective Service			
Local Police			
	Yes	No	

SSA-3114 (Incident Alert) -- Not Applicable for Contractors or Subcontractors  
SSA-342 (Report of Survey) -- Not Applicable for Contractors or Subcontractors  
Other (describe)

**INSTRUCTIONS (to the Contractor/Subcontractor Employee): Worksheet for Reporting Loss or Potential Loss of Personally Identifiable Information**

1. If you are reporting the incident to the primary SSA contact, only complete Items 3. through 6. Special notes regarding Item 5:
  - For "Position," write "Contractor Employee" or "Subcontractor Employee," as

applicable, followed by a hyphen and your job title under the contract.

- With respect to Deputy Commissioner Level Organization, this should be SSA's COR-COTR's Deputy Commissioner Office and should already be provided on the form. If it is not (and you do not know this), have your primary or alternate contact, as applicable, complete the information.
- Be sure to provide the additional information regarding your company/organization's name and, if known, the Agency-assigned contract number.

2. If you are reporting the incident directly to the NNSC, complete all items to the extent possible (note: Item 4 will be "not applicable"). Special notes regarding Item 2:

- For "Position," write "Contractor Employee" or "Subcontractor Employee," as applicable, followed by a hyphen and your job title under the contract.
- With respect to Deputy Commissioner Level Organization, this should be SSA's COR-COTR's Deputy Commissioner Office and should already be provided on the form. If it is not and you do not know this information, try to identify the name of the main program office which the contract is servicing (e.g., Office of Telecommunications and Systems Operations).
- Be sure to provide the additional information regarding your company/organization's name and, if known, the Agency-assigned contract number.

### **C3-9 2352.227-1 Dissemination of Information (SEP 2013)**

Data and information either provided to the Contractor, or to any Subcontractor or generated by activities under the proposed contract is privileged. The Contractor, and any Subcontractors, are restricted from duplicating, using or disclosing such data or information, in whole or in part, outside the Social Security Administration for any purpose other than the fulfillment of the requirements set forth in this contract. This restriction does not limit the Contractor's right to use such data or information if obtained from a non-restricted source. Refer any questions

about "privileged information" to the Government Contracting Officer's Technical Representative, through the Contracting Officer.

**C3-10 2352.227-2 Government License to Reproduce End Products (SEP 2013)**

All material developed under this contract becomes the property of the Government. At its discretion the Government will have an unrestricted license to make and distribute copies for all work developed and completed under this contract.

**C3-11 2352.232-1 Invoice Submission and Payment Related Information (JUN 2018)**

(a) The invoice shall include all elements of a proper invoice as defined in the invoice or payment clause used in this award and any other information required below or in any other contract clause. To assist the Government in making timely payments, include the contractor's Taxpayers Identification Number, Data Universal Numbering System number, contract, and the order number, if any, on each invoice.

(b) Email communication is the preferred method of submission for invoices and public vouchers. If the invoice cannot be emailed, submit it via regular mail or by hand carrying it to the Office of Travel and Administrative Payment Services at the address below.

(c) If submitting electronically:

Submit the invoice as an attachment to an email message (the preference is one attached invoice as a .pdf file per email) to [otaps.daps.invoices@ssa.gov](mailto:otaps.daps.invoices@ssa.gov).

(d) If submitting by mail, send to:

Social Security Administration  
Office of Travel and Administrative Payment Services  
Post Office Box 47  
Baltimore, Maryland 21235-0047

(e) If hand carried, deliver to:

Social Security Administration  
Office of Travel and Administrative Payment Services  
2310 East Low Rise Building  
6401 Security Boulevard  
Baltimore, Maryland 21235-0047

(f) The telephone number of the administrative payments customer service help desk is (410) 965-0607.

(g) The Government will make payment to the contractor using the Electronic Funds Transfer (EFT) information contained in the System for Award Management (SAM) database

(<https://www.sam.gov/portal/public/SAM/>). In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the SAM database. The EFT information submitted must be that of the contractor unless there is an official Notice of Assignment on file with the Office of Travel and Administrative Payment Services.

(h) Remittance information associated with EFT payments is available via the Invoice Processing Platform (IPP) on the Department of Treasury's Internet site at <http://www.ipp.gov>. After registering in IPP for Treasury payment status, email [OTAPS.Vendor.Maintenance@ssa.gov](mailto:OTAPS.Vendor.Maintenance@ssa.gov) and the SSA vendor maintenance team will flag the vendor to start receiving Treasury payment information in IPP (this process may take several business days).

(i) The contractor may also direct payment inquiries to SSA's Office of Travel and Administrative Payments by:

(1) Using the Financial Interactive Voice Response System (FIVR) (<http://www.ssa.gov/vendor/fivr.htm>). FIVR is an automated self-service telephone system available 24 hours a day that allows direct electronic access to administrative payment information using the telephone keypad. The contractor can access FIVR by calling (410) 965-0607. The services available through FIVR are available through a Telecommunications Device for the Deaf line at 410-597-1395. Customer Service Representatives are available to answer vendor payment inquiries Monday - Friday, between 8 a.m. and 4:30 p.m., Eastern Standard Time.

(2) Sending an email to [payment.inquiries@ssa.gov](mailto:payment.inquiries@ssa.gov), or visiting the internet site at <http://www.socialsecurity.gov/vendor/contact.htm>. The contractor can also access the IPP system through a link on this site.

(j) Small businesses may obtain assistance from SSA's Office of Small and Disadvantaged Business Utilization (OSDBU) Director to obtain payments, required late payment interest penalties, or information regarding payments due to such concerns. Send emails to [smallbusiness@ssa.gov](mailto:smallbusiness@ssa.gov) or visit the OSDBU website at <https://www.ssa.gov/agency/osdbu/>.

### **C3-12 2352.232-3 – Contractor Travel Expense Reimbursement (SEP 2016)**

(a) The contractor may obtain, as needed, an "Agency Letter of Identification" from the contracting officer to request the government rate on travel expenses from a third party. However, the Federal Government does not control a third party and does not warrant a third party will provide the Government rate to the contractor.

(b) Travel expenses shall be separately itemized on the contractor's invoice, as discussed

below, and identify the related contract line item number. Overhead or general and administrative expense (G&A) applied to travel expenses, if allowable under the terms of this award, shall be separately itemized from other travel expenses on the contractor's invoice.

(c) Reimbursement of transportation, lodging, meals, and incidental expenses shall be per FAR 31.205-46, Travel costs. Per diem rates and mileage rates can be found at <http://www.gsa.gov/portal/category/21287> and <http://www.gsa.gov/portal/content/100715>, respectively. The contractor shall familiarize itself with FAR 31.205-46 and direct any questions to the contracting officer.

(d) To be considered reasonable, claimed expenses for transportation, lodging, meals, and incidental expenses must be either within the limits of the Federal Travel Regulation (FTR) per diem rates for the pertinent location and dates of travel or within the approval authority of the contracting officer per FAR 31.205-46(a)(3). Expenses in excess of those authorized in FAR 31.205-46 shall be borne entirely by the contractor with no expectation of recompense as either a travel expense or other direct or indirect expense. Per FAR 31.205-46(a)(5), it is advisable for the contractor to obtain advanced approval from the contracting officer to incur travel expenses exceeding the rates authorized in the FTR. If the contractor incurs such travel expenses without advanced approval from the contracting officer, the contractor will not be reimbursed at the higher rate(s), unless the contractor can prove it was not possible to obtain the contracting officer's advance approval before such expenses were incurred. The contracting officer's authorization of travel expenses above the FTR is not re-delegable to any other government employee. Further, the COR-COTR cannot authorize the contractor to incur travel expenses above the FTR. Moreover, neither the contracting officer nor the COR-COTR can authorize the contractor to exceed the travel amount specified and obligated in this award, and as specified in FAR 31.205-46(a)(3).

(e) The contractor is responsible for making all travel arrangements necessary to perform the services in the award. The contractor shall not apply overhead and G&A against travel agent service fees. Travel agent services fees must be determined fair and reasonable by the contracting officer.

(f) If the contractor invoices for actual travel expenses incurred that do not exceed the limitations in FAR 31.205-46(a)(3), the contractor shall additionally provide documentation of the expenses incurred (date and place (city, town, or other similar designation); purpose of the trip; and name(s) and title(s) of the person traveling or relationship to the contractor) and a duplicate of the actual receipt for each individual expense over \$75.00.

### **C3-13 2352.232-4 Contract Funding During a Continuing Resolution (JUL 2011)**

(a) This contract may be partially funded if it is awarded during a continuing resolution. If this occurs, funds will not be available for performance of this contract beyond the date specified on the contract. The Government's obligation for performance beyond that date is contingent upon the availability of additional appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the date specified on the contract, until additional funds

are made available to the Contracting Officer for performance, and added by contract modification.

(b) If the contract is partially funded, the Government will not accept supplies or services beyond the specified period of performance until additional funds have been added by contract modification.

(c) If this is a firm-fixed-price contract, the balance of the unfunded portion of the contract period will be obligated once the agency has received its full appropriation, and the Contracting Officer has authority to fund the remaining portion of the contract.

#### **C3-14 2352.232-5 Option Period Funding During a Continuing Resolution (JUL 2011)**

(a) An option period(s) under this contract may be partially funded if exercised (awarded) during a continuing resolution. If this occurs, funds will not be available for performance of the option period beyond the date specified on the contract modification. The Government's obligation for performance beyond that date is contingent upon the availability of additional appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under the option period beyond the date specified on the relevant contract modification, until additional funds are made available to the Contracting Officer for performance, and added by contract modification.

(b) If the option period is partially funded, the Government will not accept supplies or services beyond the specified period of performance until additional funds have been added by contract modification.

(c) If this is a firm-fixed-price option period, the balance of the unfunded portion of the option period will be obligated once the agency has received its full appropriation, and the Contracting Officer has the authority to fund the remaining portion of the contract.

#### **C3-15 2352.242-1 Post Award Evaluation of Contractor Performance (APR 2015)**

(a) Contractor Performance Evaluations: Interim and final Contractor performance evaluations will be prepared in the Department of Defense's Contractor Performance Assessment Reporting System (CPARS) per Federal Acquisition Regulation Subpart 42.15 and the CPARS user manual at [www.cpars.gov/cparsfiles/pdfs/CPARS\\_User\\_Manual.pdf](http://www.cpars.gov/cparsfiles/pdfs/CPARS_User_Manual.pdf).

(b) An interim Contractor performance evaluation is prepared and completed as determined by



the contracting officer (known as the assessing official in CPARS).

The final performance evaluation is prepared and completed within 120 days after completion of the contract, purchase order, delivery order or task order, or Blanket Purchase Agreement call order over the simplified acquisition threshold. Complete details on the business steps associated with the CPARS process is at FAR Subpart 42.15 and the CPARS User Manual at [www.cpars.gov/cparsfiles/pdfs/CPARS\\_User\\_Manual.pdf](http://www.cpars.gov/cparsfiles/pdfs/CPARS_User_Manual.pdf).

(c) Electronic Access to Contractor Performance Evaluations:

(1) The Contractor will designate a performance evaluation review representative (PERR)(known as the Contractor Representative in CPARS) in paragraph (d) below who will be responsible for reviewing the Contractor's interim and final performance evaluation assessments completed by the Government before the assessments are finalized in CPARS. The Contractor is responsible for keeping its PERR information in paragraph (d) current with the Contracting Officer throughout the life of this contract. Only the PERR may access, review, and comment on the Contractor's performance evaluations in CPARS prior to finalization.

(2) The agency Focal Point (FP) or Alternate FP, are the only individuals who can grant CPARS access to the PERR.

(3) Once award is made, the agency FP or Alternate FP will grant access to the PERR. The PERR will receive a system-generated email when: access has been granted to CPARS; and there is a performance evaluation assessment to review. Only the PERR receiving the email has access to the assessment.

(4) The CPARS website is [www.cpars.gov](http://www.cpars.gov). The website provides a drop down menu for "FAQs" and "Guidance," where the PERR can obtain a CPARS User Manual. New PERRs can access on-line training at the drop down tab for "Training."

(d) Contractor's Designated Performance Evaluation Review Representative (PERR) (known as the Contractor Representative in CPARS)

Name: **TBD AT TIME OF AWARD**

Address:

Phone:

E-mail:

### **C3-16 2352.242-2 Designation of Contracting Officer's Representative (COR)-Contracting Officer's Technical Representative (COTR) and COR-Alternate (ACOTR) (OCT 2015)**

(a) The following COR-COTR and ACOTR will represent the Government for the purpose of this award:

COR-COTR NAME **[TBD at time of award]**

TITLE

ADDRESS  
TELEPHONE  
EMAIL

COR-ACOTR NAME [TBD at time of award]  
TITLE  
ADDRESS  
TELEPHONE  
EMAIL

(b) The COR-COTR or COR-ACOTR may not re-delegate the authority outlined in this clause, or the authority specified within their COR-COTR designation letters.

(c) The COR-COTR is responsible for the following general duties:

- (1) Monitoring the contractor's technical progress, including the surveillance and assessment of performance and recommending to the CO changes in requirements;
- (2) Interpreting the SOW, statement of objective (SOO), or performance work statement (PWS), and any other technical performance requirements;
- (3) Performing technical evaluation of requirements as required;
- (4) Performing technical inspections and acceptances required by this award;
- (5) Assisting in the resolution of technical problems encountered during performance;
- (6) Certifying invoices or vouchers for payment by confirming the receipt of goods and/or services at the contracted price/costs; and
- (7) Initiating a CPAR within 30 days after electronic notification that a CPAR is required.

(d) The COR- ACOTR is responsible for carrying out the duties of the COR-COTR only in the event the COR-COTR can no longer perform his or her duties as assigned, or is unavailable.

(e) The COR-COTR, COR- ACOTR, and COR-Task Manager (COR-TM) (if applicable) are the only Government employees authorized by the CO to perform certain functions of the award. The COR-COTR and COR-ACOTR are authorized to perform the functions listed above, and may provide the technical direction described below. However, if the award calls for the designation of a COR-TM, see Section C3-17 for the authority, responsibilities, and limitations of the COR-TM at the task level.

(f) The CO is the only person with authority to act as agent of the Government under this award. Only the CO has authority to:

- (1) Direct or negotiate any changes in the SOW;
- (2) Modify or extend the period of performance;
- (3) Change the delivery schedule;
- (4) Authorize reimbursement to the Contractor for any costs incurred during the performance of this award; or
- (5) Otherwise, change any terms and conditions of this award.

- (g) At any time during performance of this award, the CO may unilaterally remove or replace the COR-COTR or COR-ACOTR.
- (h) The CO will provide written notice, transmitted electronically as an attachment to an email, or through standard mail carrier, to the contractor, of such designation, or any change thereto, within a reasonable amount of time after award, or after notification of a change is necessary. The designation letter sets forth the specific authorities, responsibilities, and limitations of the COR-COTR, or COR-ACOTR) under this award.
- (i) Performance of work under this award shall be subject to the technical direction of the COR-COTR. The term “technical direction” is defined to include, without limitation (except as specified in the COR-COTR designation letter), the following:
- (1) Directions to the Contractor, on other than firm-fixed-price contracts, which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual SOW;
  - (2) Provisions of information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description;
  - (3) Review and, where required by the award, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the award.
- (j) Technical direction must be within the general scope of the SOW, SOO, or PWS stated in Section D, Attachment 3, of this award. The COR-COTR does not have the authority to and may not issue any technical direction that affects price, quality, quantity, delivery, or other terms and conditions of the award.
- (k) The COR-COTR shall issue all technical direction in writing or shall confirm in writing, within five working days after issuance, technical direction issued verbally.
- (l) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR-COTR in the manner prescribed by this clause and within the COR-COTR’s authority under the provisions of this clause.
- (m) If, in the opinion of the Contractor, any instruction or direction issued by the COR-COTR falls outside the authority of the COR-COTR, the Contractor shall not proceed. In this case, the Contractor shall notify the CO or designated Contract Specialist in writing, within five working days after receipt of any such instruction or direction and shall request the CO modify the award accordingly. Upon receiving such notification from the Contractor, the CO shall issue an appropriate modification to the award, or advise the Contractor, in writing, that, the technical direction is within the scope of this clause and does not constitute a change under the “Changes” clause of this award. The Contractor shall proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction, or upon the action to be taken with respect thereto, shall be subject to the “disputes” clause of the award.

**C3-17 2352.242-3 Designation of Contracting Officer's Representative (COR) Task Manager (COR-TM) (OCT 2015)**

(a) This award requires the designation of a COR-TM:

*[Contracting Officer to Check one of the following:]*

(1) At the contract level for one or more contract task(s). The CO will name the COR-TM in the CO's designation memorandum, which will specify the contract task(s) and COR-TM's associated authority, responsibilities, and limitations, or;

(2) At the order level. The CO will name the COR-TM in the CO's designation memorandum, which will specify the task(s) per order and the COR-TMs associated authority, responsibilities, and limitations.

(b) The COR-TM may not re-delegate the authority outlined in this clause, or the authority specified within his or her designation memorandum issued by the CO.

(c) The COR-TM is responsible for assisting the COR-Contracting Officer's Technical Representative in the technical monitoring and administration of the task(s) specified within the COR-TM's designations memorandum through performance and closeout. For example, the COR-TM may be responsible for the following general duties per task(s):

- (1) Monitoring the contractor's technical progress, including the surveillance and assessment of performance and recommending to the COR-COTR changes in the task(s) requirements;
- (2) Interpreting the SOW, SOO, or PWS, and any other technical performance requirements as it relates to his or her designated task(s);
- (3) Performing technical evaluation of requirements as required;
- (4) Performing technical inspections and acceptances of deliverables under the task(s);
- (5) Assisting in the resolution of technical problems encountered during performance of the task(s);
- (6) Reviewing invoices or vouchers to ensure they accurately reflect work completed per requirements of the task(s); and
- (7) Completing a CPAR within 30 days after electronic notification that a CPAR is required.

(d) The CO is the only person with authority to act as agent of the Government under this award. Only the CO has authority to:

- (1) Direct or negotiate any changes in the SOW, SOO, or PWS;
- (2) Modify or extend the period of performance;
- (3) Change the delivery schedule;
- (4) Authorize reimbursement to the Contractor for any costs incurred during the performance of this award; or

(5) Otherwise, change any terms and conditions of this award.

(e) At any time during performance of this award, the CO may unilaterally remove or replace the COR-TM.

(f) The CO will provide written notice, transmitted electronically as an attachment to an email, or through standard mail carrier, to the contractor, of such designation, or any change thereto, within a reasonable amount of time after award, or after notification of a change is necessary. The designation memorandum sets forth the specific authorities, responsibilities, and limitations of the COR-TM for each associated task(s) under this award.

(g) Performance of work under the specified tasks shall be subject to the technical direction of the COR-TM. The term "technical direction" defined to include, without limitation (except as specified in the COR-TM designation memorandum), the following:

- (1) Directions to the Contractor, on other than firm-fixed-price contracts, which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual SOW;
- (2) Provisions of information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description;
- (3) Review and, where required by the award, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the award.

(h) Technical direction for the task(s) must be within the general scope of the SOW stated in Section D, Attachment 3, of this award. The COR-TM does not have the authority to and may not issue any technical direction that affects price, quality, quantity, delivery, or other terms and conditions of the award.

(i) All technical direction will be issued in writing by the COR-TM, or shall be confirmed by the COR-TM in writing within five working days after issuance.

(j) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR-TM in the manner prescribed by this clause and within the COR-COTR's, or COR-TM's authority under the provisions of this clause.

(k) If, in the opinion of the Contractor, any instruction or direction issued by the COR-TM falls outside the authority of the COR-TM, the Contractor shall not proceed. In this case, the Contractor shall notify the COR-COTR. The COR-COTR will either resolve the issue, or forward the issue to the CO or designated Contract Specialist for resolution per Section C3-18.

### **C3-18 2352.242-5 Contractor's Administrator (SEP 2013)**

The Contractor's representative responsible for handling contract administration is:

Name: **TBD AT TIME OF AWARD**

Address:

Phone:

E-mail:

**C3-19 2352.245-1 Designation of Property Administrator and Listing of Government Property (NOV 2008)**

a) Designation of Property Administrator

(1) **TBD AT TIME OF AWARD** is the property administrator for this contract.

(2) **TBD AT TIME OF AWARD** is responsible for coordinating property issues with the COTR and the Government's CO.

(b) Direct questions and/or problems regarding the control of property to **TBD AT TIME OF AWARD** at (EMAIL TBD).

(c) The property administrator cannot obligate Government funds, execute modifications, or otherwise make changes to the contract.

(d) List of Government property to be furnished or acquired under this contract:

(See Section D Attachment 3, Statement of Work)

**C3-20 2352.245-2 Government Telecommunications/Systems, Services, and Equipment Provided Under the Contract (NOV 2008)**

(a) Government telephone services are hereby made available for routine Contractor use under this contract. The Contractor will utilize its dedicated telephone system for all possible calls. Infrequent calls by Contractor personnel from areas where Contractor telephone services are not available may be authorized at the discretion of the Contracting Officer or the Contracting Officer's Technical Representative.

(b) Contractors may use the SSA telephone system to conduct official business; i.e., if the call is necessary to perform the SSA contract. Such official business calls may include emergency calls and calls which SSA determines are necessary in the interest of performing the contract.

(c) The Government reserves the right to recover usage charges and fees associated with the use of the telephone services provided to the Contractor under this contract in the event the Contractor uses the provided service and equipment for other than the purposes authorized in paragraph (a) and (b) of this clause.

**C3-21 Contractor Training**

- (a) Contractor personnel may be required to attend agency-specific or non-agency-specific training (e.g. workshops, seminars, webinars, classes, and the like) during performance under this award. The TM or COTR, will notify the Contractor if agency-specific training is necessary for successful performance. Generally, the Contractor will be responsible for securing all non-agency specific training for its employees (see paragraph (c), below). However, in limited cases, non-agency specific training that is to be provided by, or paid as a direct cost, by SSA may be identified by the TM, COTR, or the Contractor (see paragraph (d), below).
- (b) Agency-Specific Training: Agency-Specific Training is defined as training that the Contractor is not required to bring to the job, but may be required by the agency in order to adhere to local policy and regulations (i.e. Security Awareness, Personally Identifiable Information Training, etc.) In these cases, the agency will provide, and pay for (if necessary), expenses associated with attending training, and will permit Contractor absence during attendance.
- (c) Non-Agency Specific Training: Except as stated in paragraph (d) below, the agency will not pay for costs (e.g. tuition, fees, registration, travel, etc.) or other training expenses as a direct cost under this contract for non-agency-specific training, nor will the agency pay for such training outside of this award. The Contractor is responsible for ensuring that Contractor employees receive and maintain training, education, and technical certifications that are pertinent to this award. This means the agency expects the Contractor to provide employees who are fully trained in non-agency-specific commercial off-the-shelf information technology in use by the agency. 'Non-agency-specific commercial off-the-shelf information technology' is defined as information technology (e.g. software, hardware, systems, etc.) available in the commercial market place and that is not unique to, tailored for, or otherwise modified for use in meeting the mission of the agency. The Contractor is responsible for ensuring its employees receive training on any new releases, updates, new versions, or replacements to this non-agency-specific commercial off-the-shelf information technology.
- (d) Exception: In limited cases, it may be in the best interest of the agency to provide, and pay for (whether fully, or partially), expenses associated with attending unforeseen training associated with non-agency-specific commercial off-the-shelf information technology. When these exceptions are identified by the Contractor, the Contractor must seek the approval of the TM (or COTR) before proceeding with a request to the Contracting Officer (CO; see next paragraph). When these exceptions are identified by the TM (or COTR), the TM (or COTR) will notify the Contractor and the Contractor must proceed with a request to the CO (see next paragraph).

When an exception is identified, the Contractor must provide the CO with the following information:

- Justification for the training (including what contract task(s) the training is associated with and why it is in the agency's best interest to pay for this training as a direct cost under the contract); and
- A breakdown of all costs associated with the training (e.g. tuition, travel, etc.).

The CO will then negotiate the price and payment with the Contractor prior to approving attendance at the training. It is the Contractor's responsibility to ensure continued successful performance of the contract during the course of the training event.

### **C3-22 Organizational Conflict of Interest – Restrictions Applicable to Future Acquisitions**

- (1) Purpose: The primary purpose of this clause is to aid in ensuring that the Contractor: (A) does not obtain any unfair competitive advantage over other parties by virtue of its performance of work under task orders awarded against this contract; and (B) is not biased because of its current or planned interest (financial, contractual, organizational, or otherwise), which relates to the work under the task orders awarded under this contract.
- (2) Scope: The term "Contractor" means any person, firm, unincorporated association, joint venture, partnership, corporation, wholly owned or controlled subsidiaries or affiliate thereof, any tier Subcontractor, or their successors in interest in the activities covered by this as a prime Contractor, Subcontractor, consultant or in any similar capacity.
- (3) Subcontracts: The Contractor must include this, including this paragraph, in subcontracts of any tier which involve the performance of work under the task orders awarded under this contract as specified in paragraph (4) below, or which involve access to information, also covered in paragraph (4) below. The use of this in such subcontracts will be read by substituting the word "Subcontractor" for the word "Contractor" wherever the word "Contractor" appears.
- (4) Application of Possible Exclusion: The Contractor may perform some analytical, evaluation and research work under task orders awarded under this contract, including: analytical studies, requirements definition, design alternatives recommendations, and market research evaluation/recommendations. If the Contractor performs such work, the Contractor may be ineligible to participate (either as a prime or Subcontractor) in any resultant acquisition or contractual effort based upon this work, which requires (but which is not limited to) the acquisition of equipment; proprietary software products and/or tools; or the development, test and/or implementation of customized software; or the provision of technical support services. The Contractor's ineligibility to participate in such resultant acquisitions may extend for the duration of this contract and any orders issued against it. The Contracting Officer reserves the right to determine whether a particular acquisition or contractual effort is or is not subject to this exclusion. The Contractor must provide appropriate documentation, if requested by the Contracting Officer, in the event of a dispute and the Contracting Officer's decision will be final. Note: See Section C3-23 Identification and Mitigation of Potential Organizational Conflicts of Interest Arising Under Task Orders.
- (5) Access to and Use of Information:
  - (A) If the Contractor, in the performance of work under the task orders awarded under this contract or by any other means, obtains access to information, such as SSA's plans,



policies, reports, studies, financial plans, or data, which has not been released to the public, the Contractor agrees not to:

- (i) use such information for any private purposes, unless the information has been released to the public;
  - (ii) compete for work at SSA not already covered by the exclusion in paragraph (4) above based on such information for a period of 6 months after completion release of such information to the public;
  - (iii) submit an unsolicited proposal to the Government which is based on such information until 1 year after release of such information to the public; or
  - (iv) release such information without prior written approval by the Contracting Officer.
- (B) In addition, the Contractor agrees that to the extent it receives, or is given access to, any proprietary data or other confidential technical, business, or financial information through performance of work under the task orders awarded under this contract, it must protect from disclosure such information in accordance with any restriction imposed on such information.
- (6) Remedies: For breach of the above restrictions, or for failure to disclose or misrepresentation of any relevant interest required to be disclosed concerning this contract, the Government may, at no cost, terminate this contract (and any task order issued under this contract), disqualify the Contractor from subsequent related contractual efforts, and pursue other remedies as may be permitted by law or this contract.
- (7) Waiver: Any request for waiver from the restrictions and prohibitions listed in paragraphs (4) and (5) of this clause must be directed in writing to the Contracting Officer and must include a full description of the waiver request and the reasons in support thereof. If it is determined to be in the best interest of the Government, the Contracting Officer may grant such waiver in writing.

### **C3-23 Identification and Mitigation of Potential Organizational Conflicts of Interest Arising Under Task Orders**

The nature of *some* services required under this multiple-award IDIQ may increase the likelihood that, for *some* task orders issued against this IDIQ contract, an OCI could exist by virtue of the Contractor's performance under previous or on-going acquisitions for the agency. This includes the Contractor's performance as either the prime Contractor, or as a Subcontractor.

To ensure we identify and mitigate or avoid any OCIs, the following procedures apply to RFTOP(s) issued under this IDIQ:

1. If SSA identifies a potential OCI, SSA will notify the Contractor of its findings in the RFTOP. When responding to the RFTOP, the Contractor must provide the following:
  - a. an explanation of why it believes an OCI does not exist; or
  - b. a plan for mitigating the potential OCI (mitigation plan).

If the Contractor elects not to submit a response because it believes it cannot mitigate the potential OCI, the Contractor must notify SSA of its decision.

2. If SSA does not identify a potential OCI in the RFTOP, the Contractor must state in its response to the RFTOP:
  - a. the Contractor has not identified any potential OCIs that would arise as a result of its performance of the work described in the RFTOP; or
  - b. the Contractor has identified a potential OCI that would arise as a result of its performance of the work described in the RFTOP.

If the Contractor identifies a potential OCI, the Contractor must provide a mitigation plan with its response to the RFTOP. If the Contractor elects not to submit a response because it believes it cannot mitigate the potential OCI, the Contractor must notify the CO of its decision.

SSA will evaluate every proposed mitigation plan to ensure it protects the agency's interests. SSA may:

1. accept the mitigation plan and incorporate it into the task order;
2. request modifications to the mitigation plan and incorporate the final mitigation plan into the task order; or
3. reject the mitigation plan (before or after requesting modifications) if the potential OCI cannot be mitigated to the agency's satisfaction. If the CO rejects the mitigation plan, it will notify the Contractor and the Contractor will be ineligible for award of the task order resulting from that RFTOP.

## **SECTION C4 - Administrative Matters**

### **C4-1 SSA Building Closures**

Contractor support is not required in the event of a Government closure unless specifically required in the task order. In cases such as these, the Contractor may work during periods of time when segments (buildings or components) of SSA are closed for any reason, provided security measures are followed. Such times may include Agency and facility closures due to inclement weather, late openings, early dismissals, building closures, or legal holidays. In the event SSA Headquarters facilities in Maryland close or delay opening, announcements will be broadcast on the following TV and radio stations:

#### **RADIO:**

AM Stations: WBAL 1090

FM Stations: WWMX 106.5 or WTOP 103.5 (Washington)

TELEVISION: WBAL TV, Channel 11 – [www.wbaltv.com](http://www.wbaltv.com)

For headquarters offices, the announcements must specifically pertain to the Social Security Administration offices in the Baltimore metropolitan area.

In addition to the above, contractors can obtain information via the following:

INTERNET: <http://www.ssa.gov/hqalert/index.jsp>

SSA Emergency Announcement Numbers:

SSA Headquarters in Baltimore, Maryland - Toll Free Phone Number: 1-866-313-2533  
(TTY 410-965-7375)

Second Support Center in Durham, North Carolina - Toll Free Phone Number: 1-877-718-0944, ext. 10423

The Contractor must call after 5:00 a.m. to obtain information regarding whether the Government is operating normally, if there is a delayed opening; or if it is closed. Decisions for the night shift occur after 2:00 p.m. and for the midnight shift after 10:00 p.m. Every effort is made to have hazardous weather information (i.e., closed or delayed opening) released as close to 5:00 a.m. ET as possible on the day of the event. However, often circumstances beyond SSA's control preclude this important information from being determined and/or posted until sometime thereafter. The agency will broadcast information internally if there is a need for the facility to close early.

## **C4-2 Observance of Legal Holidays and Administrative Leave**

(a) The Government observes the following days as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

- (b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel will not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, the Government will not reimburse the Contractor for holiday or other premium compensation unless authorized pursuant to an overtime clause elsewhere in the contract.
- (c) When the Government grants administrative leave to its Government employees for reasons such as inclement weather, unanticipated holidays declared by the President, or similar reasons, the Contractor will also dismiss assigned Contractor personnel working on-site unless prohibited elsewhere in the contract. However, the Contractor agrees to continue to provide sufficient personnel to perform the requirements of critical tasks already in operation or scheduled, and if necessary, will seek guidance from the contracting officer or his/her duly authorized representative pertaining to such requirements.

## **C4-3 Designation of Contractor's Project Manager/Contract Coordinator**

The Contractor's primary point of contact serving as the Project Manager/ Contract Coordinator for this contract is:

Name & Title: **TBD AT TIME OF AWARD**

Address:

Telephone Number:

Email Address:

#### **C4-4 Designation of Company Point of Contact for Suitability**

Per Section C3-3 2352.204-1 Security and Suitability Requirements, the Contractor's primary company point of contact for this contract is:

Name & Title: **TBD AT TIME OF AWARD**

Address:

Telephone Number:

Email Address:

#### **C4-5 Payment Basis**

Payment will be made in accordance with the payment schedule approved on individual task orders. Note: Payment schedules will be consistent with the *Payment* provisions outlined within Sections C1-4 and C1-5 FAR clauses, and in conjunction with the authorized pricing arrangements outlined in Section B-6 of this contract.

#### **C4-6 Contractor Use of Government Facilities**

While on Government premises, the Contractor must comply with the rules, regulations and procedures governing the conduct of personnel and the operation of this facility. The Contractor is also responsible for ensuring that all Contractor personnel working on Government premises are aware of the Occupant Emergency Program (OEP). During a building evacuation, all Contractor personnel must follow the instructions of SSA's Occupant Emergency Organization (OEO) personnel. Contractor must ensure that employees who are unable to follow OEO personnel verbal instructions (non-English speaking employees, hearing impaired, etc.) have a Contractor employee designated to provide assistance in following evacuation procedures or that the appropriate OEO evacuation personnel is notified of the employee's impairment, location, etc. to enable the OEO personnel to effectively evacuate the employee.

#### **C4-7 Task Order and Delivery Order Ombudsman**

The Social Security Administration's Acquisition Ombudsman is the designated agency official to hear concerns from Contractors and ensure they are afforded a fair opportunity to be considered for award, consistent with the procedures in the contract. Contractors may address concerns to the Ombudsman:

Assistant Deputy Commissioner  
Office of Budget, Finance, Quality, and Management  
Room 811 Altmeyer Building  
6401 Security Boulevard  
Baltimore, MD 21235  
Phone: (410) 965-5288  
Fax: (410) 965-0201

#### **C4-8 Designation of Government Contracting Personnel**

TBD at time of Award, Contracting Officer in SSA's Office of Acquisitions and Grants (OAG), Office of Information Technology Acquisition (OITA), Division of Information Technology Support Services (DITSS), has been assigned to administer the contractual aspects of this contract. Changes in the Scope of Work, contract cost, price, quantity, quality, or delivery schedule must be made only by a Contracting Officer by a properly executed modification. All correspondence that in any way concerns the terms or conditions of this contract must be submitted directly to the Contracting Officer at the following address:

(TBD), Contracting Officer  
Social Security Administration  
Office of Acquisition and Grants  
1540 Robert M. Ball Building  
6401 Security Blvd.  
Baltimore, MD 21235  
Phone Number: TBD  
Email Address: TBD

#### **C4-9 Contractor Telework**

The Contractor is authorized to enable contractor staff to telework when onsite presence is not required. The Contractor must provide adequate oversight of work products to ensure continued contract adherence. Contractors must have a formal written telework policy in place if telework is employed.

Telework is contingent on the following:

1. Telework on the part of the Contractor is voluntary.
2. Telework shall not result in an increase in price to SSA.
3. The agency must not be adversely affected.
4. The Contractor shall be responsible for continuity of performance, in accordance with the terms of the contract.
5. Telework for a contractor employee must be approved by the contractor employee's supervisor.
6. The Contractor understands that any contractor employee authorized for teleworking under these terms will be provided, by SSA, with a laptop, or other device provisioned by SSA, for secure authenticated access, which will be upgraded when needed. Contractor employees who telework must use the SSA-supplied laptop, or other device provisioned by SSA, to telework.
7. The Contractor is prohibited from connecting to SSA systems outside of the Continental United States (CONUS).
8. Telework arrangements must employ appropriate safeguards and comply with any and all applicable SSA and Federal policies, specifications/requirements, and procedures (e.g., related to PII, security, network, data communications, etc.), which will be discussed upon award.

**SECTION D - Contract Documents, Exhibits and/or Attachments**

<b>Attachment Number</b>	<b>Attachment Title</b>
1	SSA Accessibility Requirements
2	Acronyms
3	Statement of Work
4	Labor Pricing Matrixes
5	Labor Categories and Qualifications
6	Phase 2 – Relevant Experience Form
7	Phase 3 - Detailed Corporate Experience Worksheet
8	Proposal Accompaniment Sheet
9	Representations and Certifications
10	CPARS Template
11	FedConnect Vendor Guide v2

## **SECTION E - Solicitation Provisions**



**SECTION E1 - FAR Provisions Incorporated by Reference**

**E1-1 52.204-7 System for Award Management (OCT 2016)**

**E1-2 52.204-16 Commercial and Government Entity Code Reporting (JUL 2016)**

**E1-3 52.212-1 Instructions to Offerors - Commercial Items (JAN 2017)**

In accordance with FAR 12.301 and 12.302, the provision at 52.212-1 is hereby tailored by the addendum in Section E3-2 Addendum to FAR Provision 52.212-1, Instructions to Offerors – Commercial Items.

**E1-4 52.222-24 Pre-award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)**

## SECTION E2 - FAR Full Text Provisions

### **E2-1 52.203-18 Prohibition on Contracting with Entities That Require Certain Internal Confidentiality Agreements – Representation (JAN 2017)**

- (a) *Definition.* “Internal confidentiality agreement or statement,” “subcontract”, and “subcontractor”, as used in this provision, are defined in the clause at [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.
- (b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

### **E2-2 52.209-7 Information Regarding Responsibility Matters (JUL 2013)**

(a) *Definitions.* As used in this provision-  
"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

- (1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror  **has**  **does not have** current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked "has" in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror must post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see FAR 52.204-7).

### **E2-3 52.212-2 Evaluation - Commercial Items (OCT 2014)**

- (a) The Government will award a contract resulting from this solicitation to the most responsible Offeror(s) whose offer conforming to the solicitation will be the most advantageous to the Government, price and other factors considered.

SSA will evaluate proposals according to the following phased process.

#### Phase 1: SSA Accessibility Requirements & Required Quality Certification

Offerors will be evaluated on a Pass/Fail Basis for Phase 1. Offerors must Pass both of the requirements in Phase 1 to move on to Phase 2. If the offeror's proposal Fails any of the two requirements under Phase 1, SSA's Technical Evaluation Panel (TEP) will not continue with the proposal's evaluation and the proposal will be deemed unacceptable. Only Offerors that receive a "Pass" rating will be considered for award and further evaluated.

##### Phase 1 Part 1: Section 508 - Acceptance of SSA Accessibility Requirements

Confirmation of provided written acknowledgement that the offeror has read and agreed to comply with the applicable Section 508 standards and additional agency specific accessibility requirements as identified in Attachment 1 – SSA Accessibility Requirements.

##### Phase 1 Part 2: Quality Certification

Offerors provision of either a Capability Maturity Model (CMM/CMMi) or International Organization for Standardization (ISO) certification.

#### Phase 2: Relevant Experience Requirements

Provided an Offeror received a Pass rating in Phase 1, Offerors will be evaluated on a Pass/Fail Basis for Phase 2.

The Offeror's completed submission of Attachment 6, Phase 2- Relevant Experience Form, will be reviewed to ensure that the offeror provides 3 references, each demonstrating the following:

- Experience as a Prime or Subcontractor providing IT Support Services to a Federal Government Agency against an order issued against a contract and/or BPA. The experience evaluated at Phase 2 must be on-going or have been completed within 5 years prior to the solicitation closing date. Additionally, the contractor must have performed for at least two years under the referenced contract/BPA. If the contract/BPA is on-going, the contractor must have completed two years of performance prior to the solicitation closing date.

- A dollar value of least \$2M for each reference must have been obligated to the contract/BPA by the closing date of this solicitation.
- Complete reference information (Point of Contact, Award Number, Contact Info, etc.)

Failure to provide all required information for 3 references meeting the above criteria will result in a “Fail” rating for Phase 2. If an Offeror receives a “Fail” rating for this phase, the Offeror will not be considered further for award. Only Offerors that receive a “Pass” rating will be considered for award and further evaluated.

### Phase 3: Detailed Corporate Experience

SSA will evaluate the Offeror’s proposal submission for Detailed Corporate Experience using the same 3 references used in Phase 2.

The Government’s evaluation will consider the breadth and depth of the offeror’s relevant Detailed Corporate Experience in *each* of the four task areas, listed in descending order of importance, identified in the SOW.

To facilitate the Government’s evaluation of this Phase, Offerors shall follow the submission instructions outlined in the solicitation which includes the completion of a spreadsheet that the offeror shall support with a narrative word document, outlining specific experience performing the tasks outlined in the SOW. Offerors will receive a point value for having, and demonstrating, experience performing the tasks required in the SOW. Proper completion of the Detailed Corporate Experience worksheet will yield a total score for Phase 3.

SSA will review the Offeror’s completed spreadsheet and narrative proposals for completeness and scoring accuracy. Proposals will be reviewed to verify that Offerors have submitted proper supporting documentation to validate awarded points for the SOW experience elements.

If upon review SSA determines that an offeror has not properly supported the SOW experience element in their proposal, or has omitted providing a proposal reference in the column labeled proposal reference on the worksheet, the points for that element will be removed, and the total score will be adjusted accordingly. This could result in a decrease to the Offerors overall points for this factor. Proposals will never be increased to add additional points, and partial points will not be awarded.

Once SSA has reviewed the Offeror’s spreadsheet and narrative proposals, and made adjustments (if any) to the Offeror’s overall points, SSA will use the results to determine the range (percentage) of points that would yield sufficient number of proposals for best value comparison. After SSA determines that range, the proposals within that range will advance to Phase 4. Offerors whose overall point score falls below the threshold for comparison will be eliminated from the competition.

#### Phase 4: Best Value Trade-Off Process

For those offerors whose proposals advance to Phase 4, SSA will further evaluate the Offeror's proposal against the following factor:

##### Past Performance

Offerors shall follow the submission instructions in section E3-2.

Past performance is significantly more important than price.

Taking into account such elements as those identified in FAR 42.1501, the Government will evaluate past performance *subjectively* based on information provided in the Offeror's proposal for the same three references evaluated in Phases 2 and 3; information obtained via subsequent contacts with the references, and/or pertinent information relative to the Offeror's past performance, which may be available to the Government from a variety of other public and private sources, such as the Past Performance Information Retrieval System.

Offerors must use their corporate experience references for their past performance references.

The Government will evaluate each reference separately. For cited references, the Government intends to evaluate past performance based upon CPARS information submitted with the proposal. The Government reserves the right to contact the cited reference in order to validate or supplement information provided.

In the case of a cited reference for whom past performance information is not available, the Offeror will not be evaluated favorably or unfavorably on past performance for that reference, in accordance with FAR 15.305(a)(2)(iv).

**NOTE:** If an offeror is a Joint Venture (JV), Experience and Past Performance of each party to the JV will be evaluated to the extent that it relates to the work each party will be responsible for under the contract.

##### Price

In accordance with FAR 15.304(c)(1), although non-price factors are of paramount consideration, price factors are also important to the overall award decision and may be a deciding factor. To be considered eligible for award, Offeror's must provide prices for all categories or classes of service required in the Government's SOW as identified in the pricing matrixes and for all ordering periods (base and all option periods).

The Government will evaluate offers for award purposes by adding the total price for all options (including Option to Extend Service) in the Offeror's completed Attachment 4, Labor Pricing Matrixes.

Evaluation of options does not obligate the Government to exercise the option(s).

Note: The Option to Extend Services per FAR 52.217-8 may be exercised any time during the period of the contract any number of times for a total duration not to exceed six-months. This option, if exercised, will be exercised using the rates current at the time exercised. For example, if exercised at the end of Option Period 2 for a period of two months, Option Period 2 rates must apply to the two-month period. For evaluation purposes, the Government will use the pricing for this option based on it being exercised *after* Option IV Ordering Period.

The Government will not consider pricing schemes that call for differing rates for like labor categories across the differing task areas listed in the SOW, nor will the Government consider differing site rates.

The Government will consider any assumptions, constraints, or other information that may have an effect on the rates proposed by the Offeror to determine if the information affects the proposed prices in a manner deemed not in the Government's interests, which may then result in the proposal being evaluated as ineligible for award based on price risk.

To ensure fair, reasonable, and balanced prices as referenced under Section E3-2.2, the Government will perform a price analysis in accordance with FAR Part 15.404 for all priced items. Price proposals will be analyzed to determine:

- Whether the loaded hourly rates are fixed for the periods proposed and that pricing matrixes have been thoroughly and accurately completed;
- Whether the proposed prices are mathematically and/or materially unbalanced.
- Whether the proposed prices are fair and reasonable.

Proposals that contain prices that are determined to be not fair and reasonable, will not be accepted by the Government. In accordance with FAR Part 15.404-1(g), the Government may reject any offer that contains unbalanced pricing.

(b) *Options*. The Government will evaluate offers for award purposes by using estimated labor hours for each labor category and contract year to determine an annual price, and adding the total price for all years to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options will not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, emailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, will result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after

its receipt, unless a written notice of withdrawal is received before award.

**E2-4 52.212-3 Offeror Representations and Certifications-Commercial Items (NOV 2017)**

[See Section D, Attachment 9, Offeror Reps and Certs.]

**E2-5 52.216-1 Type of Contract (APR 1984)**

The Government contemplates award of a multiple-award indefinite-delivery, indefinite-quantity contract resulting from this solicitation.

**E2-6 52.233-2 Service of Protest (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Director, Office of Acquisitions Support, Social Security Administration, 1540 Robert M. Ball Building, 6401 Security Blvd, Baltimore, MD 21235.

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

**E2-7 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<https://www.acquisition.gov/?q=browsefar>.



## **SECTION E3 - Agency Specific Provisions**

### **E3-1 Agency Specific Provisions**

This solicitation includes one or more Social Security Administration acquisition provisions, which are provided in full text.

### **E3-2 Addendum to FAR Provision 52.212-1, Instructions to Offerors – Commercial Items**

As referenced under Section E1-3, the provision at 52.212-1 is incorporated by reference via Block 27a of the SF 1449 and the following paragraphs are hereby tailored as follows:

**Paragraph (b), Submission of Offers.** All proposals must include a SF1449; signed and dated, identifying the Offeror and acknowledging all amendments, where applicable, and referencing **solicitation number 28321319R00000004** along with the Offeror's Data Universal Numbering System (DUNS) number applicable to the address entered in Block 17a of the SF-1449.

All proposals must consist of two separate volumes as follows:

#### **E3-2.1 Volume I – Technical Proposal**

Volume I, Technical Proposal, must include a table of contents using the same headings marked below, along with separate sections for each of the requested information herein. The Technical Proposal is limited to 200 pages (inclusive of cover page, title page, table of contents, glossary of acronyms and terms, all appendices, exhibits, schedules, annexes, and attachments). Provide only the specific information requested. Any information submitted that exceeds the first 200 pages of the Technical Proposal may not be evaluated. Please note that the Technical Proposal and Business Proposal have distinct separate page limitations and fewer pages used by the Offeror in one volume cannot be used to exceed the page limitations in the other volume.

The Offeror must submit the following information in Volume I:

- a. Brief Company Profile;
- b. If submitting a proposal as a Joint Venture (JV), Mentor Protégé (MP), or Teaming Arrangement, provide information outlining the companies involved, and their role in the performance of the contract.
- c. Statement that Offeror consents to terms and conditions outlined in Sections A-D of solicitation number 28321319R00000004.

d. Phase 1: SSA Accessibility Standards & Quality Certification

Part 1: SSA's Accessibility Requirements:

For any software upgrades or services delivered through this contract (including installation, configuration, modification and custom development services), the Contractor must perform services in a manner that does not reduce the accessibility features and functionality of the products being delivered.

Requirements for accessibility are based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794d) and additional agency specific accessibility requirements, are determined to be relevant for this solicitation.

To satisfy Phase 1, Part 1, of the technical proposal, Offerors must provide a written acknowledgement that, the Offeror has read and either **agrees** or **does not agree** to comply with the applicable Section 508 standards and additional agency specific accessibility requirements as identified in Attachment 1, SSA Accessibility Requirements.

Part 2: ISO or CMM/CMMi Quality Certification:

The Offeror must have at least one quality certification in either the International Organization for Standardization (ISO) or the Capability Maturity Model (CMM)/Capability Maturity Model Integration (CMMi).

The Offeror must submit a copy of their Certification with their proposal to satisfy the requirement at Phase 1 Part 2. The Certification must be active, and contain the name of the Offeror and the date the Certificate was awarded.

e. Phase 2: Relevant Experience

Offerors shall complete and submit the "Phase 2 - Relevant Experience Form" found in Attachment 6.

Instructions for filling out the form are included in Attachment 6. The Offeror must provide three references, each one demonstrating the Offeror's:

- Experience as a Prime or Subcontractor providing IT Support Services to a Federal Government Agency against an order issued against a contract and/or BPA. The experience evaluated at Phase 2 must be on-going or have been completed within 5 years prior to the solicitation closing date. Additionally, the contractor must have performed for at least two years under the referenced contract/BPA. If the contract/BPA is on-going, the contractor must have completed two years of performance prior to the solicitation closing date.

- A dollar value of least \$2M for each reference must have been obligated to the contract/BPA by the closing date of this solicitation.
- Complete reference information (Point of Contact, Award Number, Contact Information, etc.)

f. Phase 3 – Detailed Corporate Experience

Using the same 3 references used in Phase 2, the Offeror must describe the breadth and depth of its Detailed Corporate Experience in each of the 4 task areas identified in the SOW (and listed below) by completing a worksheet (Attachment 7) and submitting supporting information that describes this experience for 3 separate contracts or BPA's that encompass performing work of a similar size, scope and complexity to that described in this solicitation.

Offerors must complete and submit the “Phase 3 Detailed Corporate Experience Worksheet” found in Attachment 7.

Offerors must properly complete the worksheet and also submit a Supporting Document (using MS Word 2016 or earlier) describing their Detailed Corporate Experience performing work in each of the following 4 task areas:

- Task Area I: Infrastructure, Telecommunications Environment, and Help Desk
- Task Area II: Software Engineering and Systems Security
- Task Area III: Database and Data Administration
- Task Area IV: Lifecycle Activities and DevOps

Instructions for filling out the worksheet are included on Tab 1, Instructions, of the worksheet.

In their technical proposal, offerors must provide in narrative format, detailed information supporting each SOW Experience Element that they mark as “YES” in column D of the Phase 3 Detailed Corporate Experience Worksheet in a Supporting Document.

Specifically, the Offeror must cite a proposal page and section number where the corresponding information can be found in the Supporting Document for each Experience Element response in the Phase 3 Worksheet.

It is the Offeror's responsibility to correctly support the SOW Experience Element listed in the worksheet, and properly list the corresponding page and section number in the Supporting Document that provides the information.

For each Detailed Corporate Experience Reference, the Offeror should include:

- Their role in the support they provided
- A detailed description of the support the Offeror provided, including project names, tools, technologies, hardware and software used
- Specifically, they shall describe the extent to which the work performed is similar in size, scope, and complexity to the requirements described in this solicitation by addressing each SOW Experience Element pertaining to the 4 task areas identified in Section 4 of the SOW (Attachment 3)

It is not sufficient to state that past or ongoing contracts/BPAs are similar in size, scope and complexity to the requirements in this solicitation; rather the Offeror must provide rationale in their narrative to convincingly demonstrate, and support, each SOW Experience Element that they are including in their total score.

Offerors shall include any additional information that will further describe the activities/functions performed and demonstrate the relationship of such experience to the requirements of this solicitation.

g. Phase 4 - Past Performance Information

The Government will use the same references cited for Experience under Phases 2 Relevant Experience and Phase 3 –Detailed Corporate Experience for evaluating Past Performance.

Offerors must ensure that the General Reference Information sections for each reference on the Phase 2 – Relevant Experience Form (Attachment 6) are complete and accurate.

Offerors must provide a copy of the completed Contractor Performance Assessment Reporting System (CPARS) report for each reference cited under the Experience Phase. Note that CPARS reports are typically stored in the Past Performance Information Retrieval System (PPIRS) by Contract Number.

If the Offeror cannot locate a completed CPARS report, the Offeror shall note as such in its proposal. In addition, the Offeror shall send that reference a copy of the CPARS Template found in Attachment 10, requesting their completion, and have the reference send the completed CPARS Template back to the SSA Contracting Officer at [Melissa.Kloman@ssa.gov](mailto:Melissa.Kloman@ssa.gov) before the date/time proposals are due.

Offerors are advised that past performance information may be obtained from other sources known to the Government and, therefore, the Government may evaluate information from such other sources, even if the Offeror does not include such information in its proposal.

- h. Assumptions: Submit any technical assumptions the Offeror makes in proposing an offer under Volume I – Technical Proposal, and provide a cross-walk to the element(s) that the assumption(s) are based on, if applicable. Any non-price assumptions not included within this section will not be considered by the evaluators.

### **E3-2.2 Volume II – Business Proposal**

The Business Proposal volume is limited to 50 pages (inclusive of cover page, title page, table of contents, glossary of acronyms and terms, appendices, exhibits, schedules, annexes, attachments). Volume II must include all pricing data required by the solicitation, including a completed copy of the Labor Pricing Matrix found in Attachment 4. Provide only the specific information requested. Any information submitted that exceeds the first 50 pages (inclusive of cover page, title page, table of contents, glossary of acronyms and terms, appendices, exhibits, schedules, annexes, attachments) of the Business Proposal volume will not be evaluated. Please note that the Technical Proposal and Business Proposal have distinct separate page limitations and fewer pages used by the Offeror in one volume cannot be used to exceed the page limitations in the other volume.

The Offeror must submit the following information in Volume II:

- a. Completed Attachment 8, Proposal Accompaniment Sheet
- b. Completed Attachment 9, Representations and Certifications if checked as attached in #8 of Attachment 8.
- c. Offerors submitting a proposal as a JV under the All Small Mentor Protégé Program (ASMPP) must submit a copy of their ASMPP Approval Letter with their proposal.
- d. Offerors shall complete Attachment 4, Labor Pricing Matrixes in its entirety by providing your fixed hourly rates, which must include wages, overhead, general and administrative expenses, and profit, for *each* labor category identified therein across all ordering periods (base, and all option periods).

The excel spreadsheet, Labor Pricing Matrixes found at Attachment 4, will automatically calculate the estimated annual price and total labor price for the base and all option periods after you enter your fixed hourly rates for each labor category. This pricing is based upon the Government's *estimated* quantities (calculated in hours) per contract period. Offerors must not adjust or propose alternate quantity information for the matrixes. The estimated quantities are provided for solicitation and evaluation purposes only, and may not reflect the actual volume of services to be ordered.

The Offeror must also identify their own internal Contractor labor category in the provided column, that corresponds to the SSA labor category, and meets the Labor Category Descriptions and Qualifications found in Attachment 5.

Note: The Government intends to provide necessary Government Furnished Property (GFP) as stated in Section C3-19 2352.245-1, and Section C3-20 2352.245-2. Allowable ODCs under this contract, as stated under Section B3, Task Order Procedures, will be identified in individual task orders and will be reimbursed on an actual cost or firm-fixed price basis per the provisions outlined herein.

Fixed hourly rate consideration: The Government encourages, wherever applicable, the Offeror to consider proposing discounted rates from their standard commercial labor rates. However, the Offeror must propose prices consistent with, or discounted from, those prices charged for similar services to their other customers under current and/or previous contracts. All prices must be included in the unit pricing tables in whole cents. Offerors must be aware of the duration of the ordering periods of performance (see Section B-4 Period of Performance), and the potential effect of the periods' duration on their pricing (see Section B-6 Labor Pricing Matrixes) when preparing their offers. Offerors must ensure that their proposed prices are accurate, fully loaded, and materially balanced.

Offerors must clearly label any assumptions, constraints, or other information that may have an effect on the rates proposed. The Offeror must attach supplemental rationale sheets to provide additional narrative information as necessary.

e. Completed SF-1449 Form.

Once Attachment 4 is complete, offerors shall complete CLINs 0001-0006 on the SF-1449 by entering ONLY THE TOTAL ESTIMATED ANNUAL PRICE PER ORDERING PERIOD.

The Contract Line Item Numbers (CLINs) for this contract are as follows:

- CLIN 0001 - Base Ordering Period – Contract Year 1
- CLIN 0002 - Option Ordering Period 1- Contract Year 2
- CLIN 0003 – Option Ordering Period 2 – Contract Year 3
- CLIN 0004 – Option Ordering Period 3 – Contract Year 4
- CLIN 0005 – Option Ordering Period 4 – Contract Year 5
- CLIN 0006 – Option to Extend Services Period – Contract Year 6

Note: Regarding CLIN 0006 - Option to Extend Service, Offeror must provide pricing for a potential six-month option to extend service per FAR 52.217-8, using the assumption that the option will be exercised *after* Option Ordering Period 4. However, this option may be exercised at the end of *any* of the priced base or option periods. The option to extend service may be exercised multiple times in any increments for a total of up to six months.

f. Requiring certified cost or pricing data or data other than certified cost or pricing data:

Submission of *certified* cost or pricing data **is not required** for this solicitation as the Government anticipates Offerors will propose commercial items. However, offerors are required to submit “data other than certified cost or pricing data” (see FAR 15.403-3) in their Business Proposal Volume to facilitate Government price analysis.

This information must consist of copies of relevant commercial price lists and/or catalogs cross-referenced to the fully loaded labor rates proposed or provide sufficient information from current or previous contracts for similar services to show the offered fully loaded labor rates are consistent with the prices offered on those current or previous contracts including mapping the proposed labor rates to those contracts.

Failure to submit this information may result in a proposal being evaluated as ineligible for award.

The Government reserves the right to require certified cost or pricing data if, after receipt of proposals, the contracting officer determines that adequate price competition does not exist in accordance with FAR 15.403-l(c)(1).

### **E3-2.3 Proposal Submittal and Format**

- **Questions Regarding RFP:** Offeror must submit all questions concerning solicitation **28321319R00000004** electronically via email only to Melissa Kloman, Contracting Officer at [Melissa.Kloman@ssa.gov](mailto:Melissa.Kloman@ssa.gov). No phone calls will be accepted or returned, and no questions will be answered over the phone. We are not meeting with any interested parties at this time. All questions must be received by **12:00 p.m. Eastern Time (ET) on Thursday, October 18, 2018.**

The Government will convey to prospective Offerors responses to any questions that the Government determines to be necessary for proposal preparation in the form of an amendment to this solicitation. The amendment will include both the questions and the Government's responses without reference as to the originating source.

Any amendments to the solicitation will be issued electronically and available for downloading from a link in Federal Business Opportunities website at <https://www.fbo.gov> to FedConnect. It is the Offeror's responsibility to monitor the Federal Business Opportunities website for any such amendments.

The Government will make every attempt to answer questions; however, this will not automatically result in the extension of the proposal submission due date. Offerors should also note that in order to remain on the timeline for award, the Government might not be able to address late questions.

- **Offer Response Due Date:** Your proposal must be submitted electronically via the FedConnect web portal at <https://www.fedconnect.net> **no later than 12:00 p.m. ET Tuesday, November 13, 2018.** More information on registering for FedConnect is located in Attachment 11 – FedConnect Vendor Guide.
- **Late submissions, modifications, revisions, and withdrawals of offers:** Offerors are reminded that, since this solicitation requests offers to be submitted by electronic commerce method (i.e., FedConnect) only, any offer, modification, revision, or withdrawal of an offer received after the exact time specified for receipt of offers is “late”

and will not be considered unless it was “received at the initial point of entry to the Government infrastructure **not later than 5:00 p.m. one working day prior to the date specified for receipt of offers.**” (See FAR 52.212-1(f)(2)(i)(A) emphasis added)

Your proposal submission must be organized into two separate volumes, so that evaluation of one Volume may be accomplished independently of the evaluation of the other: Volume I – Technical Proposal and Volume II – Business Proposal.

Label each page in the volume with the volume number/volume title (e.g. Volume I – Technical Proposal, and Volume II – Business Proposal); the Offeror’s corporate name; the RFP number (**28321319R00000004**) and the page number.

*\*\*\*Ensure that you select the “cost sensitive attachments” choice in the FedConnect system for your Business Proposal (i.e., Volume II) and for all proposal materials that contain pricing information.\*\*\**

Volume I – Technical Proposal must not include any price information. Additionally, technical information submitted with the Business volume will not be evaluated as technical information.

For the FedConnect web portal, the individual file size is limited to a file size of 25 megabytes (MB) or less with a total size for all attachments of 100 MB or less.

This solicitation does not commit SSA to pay any cost for the preparation and submission of a proposal.

Your proposal must conform to the following specification:

- Type size for proposal text shall not be less than 11-point font type New Times Roman or Arial;
- Proposal tables/charts/graphics shall be no smaller than 9-point font type New Times Roman or Arial with single-line spacing, and no compression.
- Each page will be single-spaced and will not be compressed. Each page will have a minimum of 1” margin on all 4 sides. Header and footer information may be contained within the 1” area; and
- The Contracting Officer, at their discretion, will have the authority to waive minor deviations from the above specifications.

Your proposal must be readable in either Adobe Reader 11 or Microsoft Office 2010 suite (e.g., Microsoft Word 2010, or Microsoft Excel 2010 (e.g., files with .doc, .docx, .xls, .xlsx, and .pdf are acceptable). Proposals submitted in a format not readable by the software in use by SSA *will be determined to be unresponsive to the solicitation and removed from consideration for award.*

**Paragraph (c), Period of acceptance for offers.** The Offeror agrees to hold the prices in its offer firm for 240 calendar days from the date specified for receipt of offers under Section E3-2.3.



**Paragraph (d), Product samples.** Deleted in its entirety as it has been determined to be not applicable to this solicitation.

**Paragraph (e), Multiple offers.** Each interested Offeror must submit only *one* offer in response to this solicitation. The Government will not consider multiple offers from the same Offeror in response to this solicitation.

**Paragraph (h), Multiple awards.** The Government reserves the right to make single or multiple awards under this solicitation. However, the Government intends, to the maximum extent practicable, to give preference to making multiple awards of IDIQ contracts under this single solicitation for the same or similar services to two or more sources.

The Government *does not* have a pre-determined number of awards that will be made.

If the Government elects to make multiple awards, the Government will make award determinations that include *all* Task Areas identified within the SOW. For *example*, Awardee A would receive an IDIQ contract that allows Awardee A to compete for individual task order requirements consistent with Section B-3(e) of the contract, that fall within all 4 of the Task Areas identified within the SOW. Additional Awardees would also receive an IDIQ contract that allows them to compete for individual task order requirements consistent with Section B-3(e) of the contract, that fall within all 4 of the Task Areas identified within the SOW.

### **E3-3 Evaluation Criteria**

The provision at FAR 52.212-2, Evaluation Criteria, as referenced in Section E2-3 52.212-2 Evaluation - Commercial Items (OCT 2014), are applicable to this solicitation and incorporated via addendum as follows:

#### **E3-3.1 Basis for Award**

SSA expects to award a multiple-award IDIQ contract, with an ordering period covering the timeframe specified under Section B-4 Period of Performance. Awards may be determined by a tradeoff process that allows the Government to consider award to other than the lowest priced Offeror or other than the highest technically rated Offeror in accordance with FAR Part 15.101-1, utilizing the trade-off methodology through a phased review process to determine best value for the Government, price and non-price factors considered.

For this award, the non-price factor (Past Performance) is significantly more important than price. Although the non-price factor is more important than price, price will become more important where the technical quality becomes equal.

The Government reserves the right to make award(s) based on initial offers received without conducting discussions. Therefore, the Offeror's initial offer should contain its best terms from both a non-price and price standpoint. The Government reserves the right to conduct discussions if the CO later determines them to be necessary.

### **E3-4 Offeror's Responsibility**

FAR 9.103(b) requires that the Contracting Officer make an affirmative determination of responsibility for a prospective Contractor with respect to any proposed contract award. Therefore, due consideration must also be given to those general standards for responsible prospective Contractors and Subcontractors as set forth in FAR 9.104-1, and FAR 9.104-4(b) including (but not necessarily limited to) whether the Offeror is otherwise qualified and eligible to receive an award under applicable laws and regulations.

### **E3-5 2352.233-1 Independent Review of Protest (FEB 2014)**

Per Federal Acquisition Regulation 33.103(d)(4), interested parties may request an independent review of their protest as an appeal of a contracting officer decision on a protest. Direct requests for an independent review to the Director, Office of Acquisition Support, Social Security Administration, Office of Acquisition and Grants, 1540 Robert M. Ball Building, 6401 Security Boulevard, Baltimore, MD 21235.