

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

1. REQUISITION NUMBER
P-9-P7-01-PE-A00 000

PAGE 1 OF 48

2. CONTRACT NO. TBD
3. AWARD/EFFECTIVE DATE TBD
4. ORDER NUMBER N/A
5. SOLICITATION NUMBER TIRNO-09-Q-00006
6. SOLICITATION ISSUE DATE 11/19/2008

7. FOR SOLICITATION INFORMATION CALL:
a. NAME OLSON, NICHOLAS R
b. TELEPHONE NUMBER (No collect calls) 202-283-1303
8. OFFER DUE DATE/ LOCAL TIME 12/4/2008 12:00 PM Eastern

9. ISSUED BY Internal Revenue Service
6009 Oxon Hill Rd
Oxon Hill, MD 20745
CODE 20745
10. THIS ACQUISITION IS
 UNRESTRICTED OR
 SET ASIDE:
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
NAICS:
SIZE STANDARD:
% FOR
 EMERGING SMALL BUSINESS
 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
12. DISCOUNT TERMS
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR700)
13b. RATING
14. METHOD OF SOLICITATION
 RFQ
 IFB
 RFP

15. DELIVER TO IRS Beckley Finance Center
P.O. Box 9002
Tel: (304) 254-3300
Beckley, WV 25802
954-423-7008
CODE INVB030
16. ADMINISTERED BY Internal Revenue Service
6009 Oxon Hill Rd
Oxon Hill, MD 20745
CODE 20745

17a. CONTRACTOR/OFFEROR TO ALL OFFERORS
CODE 00055905
FACILITY CODE
18a. PAYMENT WILL BE MADE BY IRS Beckley Finance Center
P.O. Box 9002
Tel: (304) 254-3300
Beckley, WV 25802
CODE INVB030

TELEPHONE NO
 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED.
 SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--|--|--------------|----------|----------------|------------|
| 0001 | *** Base Period: Period of Performance: 1 year from Date of Award *** Labor: Specific Labor Categories and Fixed Price, Hourly Rates to be inserted at time of award. | 1.00 | JB | _____ | _____ |
| 0002 | Other Direct Costs (ODCs) | 1.00 | JB | _____ | _____ |
| (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | |

25. ACCOUNTING AND APPROPRIATION DATA
26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA
 ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA
 ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 HEREIN.
 29. AWARD OF CONTRACT: REF. _____ 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

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE (US\$) | 24. AMOUNT (US\$) |
|-----------------|---|-----------------|-------------|--------------------------|----------------------|
| | (CONTINUE) | | | | |
| | *** Option Period 1: Period of Performance: 1 year *** | | | | |
| 1001 | Labor: Specific Labor Categories and Fixed Price, Hourly Rates to be inserted at time of award. | 0.00 | JB | _____ | _____ |
| 1002 | Other Direct Costs (ODCs) | 0.00 | JB | _____ | _____ |
| 1003 | Travel (Not-to-exceed (NTE)) | 0.00 | JB | _____ NTE | _____ NTE |
| | *** Option Period 2: Period of Performance: 1 year *** | | | | |
| 2001 | Labor: Specific Labor Categories and Fixed Price, Hourly Rates to be inserted at time of award. | 0.00 | JB | _____ | _____ |
| 2002 | Other Direct Costs (ODCs) | 0.00 | JB | _____ | _____ |
| 2003 | Travel (Not-to-exceed (NTE)) | 0.00 | JB | _____ NTE | _____ NTE |
| | *** Option Period 3: Period of Performance: 1 year *** | | | | |
| 3001 | Labor: Specific Labor Categories and Fixed Price, Hourly Rates to be inserted at time of award. | 0.00 | JB | _____ | _____ |

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 |
| 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 | 37. CHECK NUMBER |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | |

| | | |
|--------------------------|------------------------|-------------|
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
| <input type="checkbox"/> | | |

| | |
|---|--------------------------------------|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42.a. RECEIVED BY (<i>Print</i>) |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 42b. RECEIVED AT (<i>Location</i>) |
| 41c. DATE | 42.c DATE REC'D (<i>YY/MM/DD</i>) |
| | 42d. TOTAL CONTAINERS |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE (US\$) | 24. AMOUNT (US\$) |
|-----------------|---|-----------------|-------------|--------------------------|----------------------|
| | (CONTINUE) | | | | |
| 3002 | Other Direct Costs (ODCs) | 0.00 | JB | _____ | _____ |
| 3003 | Travel (Not-to-exceed (NTE)) | 0.00 | JB | _____ | _____ |
| | *** Option Period 4: Period of Performance: 1 year *** | | | | |
| 4001 | Labor: Specific Labor Categories and Fixed Price, Hourly Rates to be inserted at time of award. | 0.00 | JB | _____ | _____ |
| 4002 | Other Direct Costs (ODCs) | 0.00 | JB | _____ | _____ |
| 4003 | Travel (Not-to-exceed (NTE)) | 0.00 | JB | _____ | _____ |

**DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
Washington, D.C. 20224
November 19, 2008**

TO: Selected GSA Vendors

FROM: Barbara E. Czerw, Contracting Officer
Internal Revenue Service
6009 Oxon Hill Road
Oxon Hill, Maryland

SUBJECT: Request for Quote (RFQ) TIRNO-09-Q-00006, Blanket Purchase Agreement(s) (BPA(s)) for Surge Work for the Personnel Security (PS) division of the Internal Revenue Service (IRS).

The purpose of the subject solicitation is to request a quote from selected vendors on GSA's Federal Supply Schedule (FSS) for personnel security investigations processing, pre-screen adjudications, and post-investigation adjudications for the IRS.

The IRS intends to award either a single or multiple performance-based FSS BPA(s) with a maximum five year period of performance (base and four (4) one-year options). The value of all orders issued through the resulting BPA(s) is estimated at \$9,000,000.00 over the entire life of the BPA(s).

The attached RFQ contains the following:

- Section I – Schedule of Supplies or Services and Prices/Costs
- Section II – Description/Specifications/Statement of Work (SOW) (includes Attachments (see below))
- Section III – Contract Administration Terms and Conditions, Task Order Disclosure, Safeguards, Privacy Act and Security Clauses and Task Order Provisions
- Section IV – Instructions to Offerors
- Section V – Pricing Template
- Section VI – Monthly Status Cost Report Template

Also included, separately, are Attachments to Section II (SOW):

- Attachment 1 Process Flows
 - a. Work Processing Group (Award Group 1)
 - b. Pre-screen Adjudication Group (Award Group 2)
 - c. Post-investigation Adjudication Group (Award Group 3)
- Attachment 2 Reference Documents

- Attachment 3 Task Order Request for Quote
- Attachment 4 Definitions and Acronyms
- Attachment 5 Workload Projections
- Attachment 6 Sample Task Orders
 - a. Work Processing Group (Award Group 1)
 - b. Pre-screen Adjudication Group (Award Group 2)
 - c. Post-investigation Adjudication Group (Award Group 3)
- Attachment 7 Data Elements
 - a. Work Processing Group (Award Group 1)
 - b. Pre-screen Adjudication Group (Award Group 2)
 - c. Post-investigation Adjudication Group (Award Group 3)

SECTION I

SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS

I.1 The Contractor shall furnish all resources, management, supervision, and services (except for Government furnished items) necessary to perform and provide work in accordance with the contract:

| <u>Line Item</u> | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Price</u> |
|-------------------------|---|-------------------|--------------------|---------------------|
| 0001 | Tasks as specified in individual task orders in accordance with the SOW | 1 | Job | N/A |

Specific Labor Categories and Fixed Price, Hourly Rates to be inserted at time of award.

| | | | | |
|------|------------------------------------|---|-----|-----|
| 0002 | Other Direct Costs (ODCs) | 1 | Job | N/A |
| 0003 | Travel Costs (Not-to-exceed (NTE)) | 1 | Job | N/A |
| 1001 | Option Year 1 Tasks | 1 | Job | N/A |
| 1002 | Option Year 1 ODCs | 1 | Job | N/A |
| 1003 | Option Year 1 Travel (NTE) | 1 | Job | N/A |
| 2001 | Option Year 2 Tasks | 1 | Job | N/A |
| 2002 | Option Year 2 ODCs | 1 | Job | N/A |
| 2003 | Option Year 2 Travel (NTE) | 1 | Job | N/A |
| 3001 | Option Year 3 Tasks | 1 | Job | N/A |
| 3002 | Option Year 3 ODCs | 1 | Job | N/A |
| 3003 | Option Year 3 Travel (NTE) | 1 | Job | N/A |
| 4001 | Option Year 4 Tasks | 1 | Job | N/A |
| 4002 | Option Year 4 ODCs | 1 | Job | N/A |
| 4003 | Option Year 4 Travel (NTE) | 1 | Job | N/A |

I.2 The contract line items and associated labor rates reflected in I.1 shall be used in the pricing of individual task orders as required. All rates and labor categories shall be in accordance with current GSA schedule. All reductions/discounts off the GSA FSS contract will be considered. Contract line items may be renumbered as task orders are issued.

I.3 Other Direct Costs and Travel

(a) The contractor shall price other direct costs on a task order basis in accordance with the task order process reflected in Section III.4. All other direct costs (ODCs) shall be in accordance with the vendor's current GSA schedule. Note: If vendors' GSA Schedule does not include ODCs, ODCs in excess of the Simplified Acquisition Threshold (\$3,000.00) CANNOT BE INCLUDED.

(b) Travel will be priced on a task order basis. Transportation and per diem costs shall be reimbursed at actual costs and in accordance with the Federal Travel Regulation including tax on lodging.

I.4 Base and Option Periods

| | |
|--------------------|---|
| Base Year | Award through 12 months (TBD) |
| First Option Year | Through 12 months after base period (TBD) |
| Second Option Year | Through 12 months after 1 st Option Year (TBD) |
| Third Option Year | Through 12 months after 2 nd Option Year (TBD) |
| Fourth Option Year | Through 12 months after 3 rd Option Year (TBD) |

SECTION II:
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

STATEMENT OF WORK (SOW)
FOR
PERSONNEL SECURITY
SURGE WORK

1.0 Background

The Internal Revenue Service (IRS), Agency Wide Shared Services (AWSS), Personnel Security (PS) is seeking assistance in personnel security investigations processing, pre-screen adjudications, and post-investigation adjudications. PS seeks to acquire resources to provide support for surge work associated with new mandated government security requirements, hiring initiatives approved by Congress above base budget levels, and fluctuating incoming inventory impacted by increases in retirement, changes in contracts, and reinvestigation requirements. Specifically, PS requires immediate support associated with work processing, pre-screen adjudication, and post-investigation adjudication of employee and contractor background investigations.

The IRS AWSS organization provides physical and personnel security, and emergency preparedness for the entire IRS organization. PS function within AWSS is responsible for processing requests for background investigations for both government and contractor personnel and security clearances for government (IRS) employees, and other Federal agency employees and contractors of the Department of the Treasury who partner with the IRS. These functions include collecting and maintaining personal information, conducting investigations and performing adjudications, as well as managing related records. To complete the background investigation process, PS has considerable interface with the IRS Human Capital Office (HCO), the IRS Procurement Office and business division Contracting Officer Technical Representatives (COTR), other Federal agencies, and with the Office of Personnel Management (OPM). IRS seeks to significantly reduce the time to complete background investigations and perform adjudications, while maintaining quality investigations and controlling risk to the organization.

Background investigations are required to determine an individual's assignment to or retention in positions with sensitive duties, other designated duties requiring such investigation, or eligibility for access to classified information. These investigations often involve personal and intimate details of an individual's life and must be processed and conducted with tact and discretion. Information processed by the Contractor as part of these products is protected under the Privacy Act of 1974. The public service requires high standards of integrity and trust to promote the interests of the public. OPM established a suitability and adjudication program in the Federal competitive service to reduce the potential for abuse of the public trust, to ensure government-wide uniformity, and fairness for applicants, appointees, and employees, and to determine suitability for employment. The requirements of this program apply to applicants for employment and to individuals already employed.

The objective of suitability adjudications is to establish a reasonable expectation that employment or continued employment of the person either would or would not protect the integrity and promote the efficiency of the service. Careful, objective analyses of all available, relevant information, both favorable and unfavorable, are completed to determine if a person's past or present conduct impacts adversely, or a likelihood exists for an adverse impact, on the integrity and efficiency of the Federal service. When there is reasonable expectation that a person's employment would not protect the integrity and promote the efficiency of the service, the person is found unsuitable. In these cases, suitability adjudication decisions are rendered by PS or OPM as either eligible or not eligible for employment following Title 5, Code of Federal Regulations (CFR) Part 731, 732 and Title 5 CFR Part 315.

2.0 Scope of Work

The scope of this Blanket Purchase Agreement (BPA) is to provide PS with supplemental contract support when needed in completing its mission supporting IRS security, privacy and emergency preparedness; specifically as related to the background investigation processes.

The investigation process can be broken down into four main components. The four components are: (1) Work processing - receiving/data entry/file maintenance/pre-review; (2) Pre-screen adjudication; (3) Conducting investigation and fieldwork; and (4) Post-investigation adjudication/post-review/closing support. This BPA is to obtain contract support covering the following investigation process components, each of which will be awarded separately, as an Award Group: Work processing (Award Group 1); Pre-screen adjudication (Award Group 2); and Post-investigation adjudication (Award Group 3). This BPA does not include conducting investigation and fieldwork.

2.1 Work Processing Group (WPG) (Award Group 1)

WPG personnel are responsible for initiating the pre-screen adjudication case preparation, including scanning and attaching documents into the e-QIP (Electronic Questionnaires for Investigations Processing) system, pre-screen adjudication checks using on-line databases, initiating e-QIP invitations to applicants, and post-investigation adjudication preparation by scanning completed investigations files into PS's internal case management system (Automated Background Investigations System) for review and records retention. This activity requires close coordination and interaction with the IRS Human Capital, Procurement and business division personnel across the Service.

2.2 Pre-screen Adjudications Group (PSAG) (Award Group 2)

PSAG personnel provide a quick review of the various checks anticipated to be run on applicants depending on the risk level of the position for which they are applying or being re-evaluated. The checks to be reviewed include, but may not be limited to: Citizenship status, Selective Service status, Federal Tax Compliance, Federal Bureau of Investigation Fingerprint (FBIF) Results/OPM Security Investigations Index (SII), Credit Check, OPM's Personnel Investigations Processing System (PIPS), Automated Labor and Employee Relations Tracking System (ALERTS), and Investigation type. PSAG personnel document the proposed adjudicative action, following the Adjudication Desk Reference, based on the review of the pre-screening checks and the background investigation applications.

2.3 Post-Investigation Adjudication Group (PIAG) (Award Group 3)

PIAG personnel review, analyze, and evaluate background investigation applications and document the proposed adjudicative action following the Adjudication Desk Reference, on completed personnel security investigations.

3.0 Requirements and Award Groups

The contractor shall provide the necessary personnel and services to perform in accordance with task orders issued against this BPA as set forth below.

PS requires support from a Contractor who shall provide flexibility in staffing and has the capability to reduce or increase the staffing provided to PS after receiving five (5) working days notice from PS.

Within five calendar days of award of the BPA, the Contractor shall schedule an orientation briefing for the Government at the Government's earliest availability. The Government does not desire an elaborate orientation briefing nor does it expect the Contractor to expend significant resources in preparation for this briefing. The intent of the briefing is to initiate the communication process between the Government and Contractor by introducing key participants and explaining their roles, reviewing communication ground rules, and assuring a common understanding of requirements and objectives. This briefing begins the early stages of a team-based partnership approach to meeting the goals and objectives of PS and building accountability.

Specific requirements will be identified as orders are issued. The contractor must be capable of performing at least one of the types of support identified in sub-sections 3.1-3.3. These three separate "Award Groups" will be the basis of this BPA. The Government will evaluate bid proposals for each type of work identified in these sub-sections separately and make award in each Award Group to the vendor who represents the best value to the Government. **Please note:** BPA award will be made to one vendor per Award Group. This does not mean that a vendor should only propose to one Award Group, or that a vendor can only be awarded work under one Award Group. A single vendor could be awarded BPA work under one, two, or all three of the Award Groups. As such, this BPA will be awarded to at least one vendor (if they are awarded all three Award Groups) and at most three vendors (if three separate vendors are awarded one Award Group apiece).

3.1 WPG (Award Group 1)

Administrative and clerical support related to functions performed in WPG. WPG personnel shall:

- Conduct pre-screen checks prior to adjudication;
- Scan case documents, and attach to e-QIP, and case management system(s) as needed;
- Interface with customers during initial submission of paperwork;
- Work with applicants, and/or points of contact (HCO, Contracting Officer's Technical Representative) on case prep issues (e.g., missing signature scans, missing documents, etc.);
- Interface with PS personnel to close feedback loop around common root causes;
- Receive, open, and sort mail;
- Scan OPM closed/closed-pending cases;
- Attach e-QIP/pre-screen adjudication materials;
- Perform database lookups as needed;
- Handle/sort all incoming case information;
- Perform other similar duties as assigned as identified in task orders.

3.2 PSAG (Award Group 2)

Technical and professional support related to functions performed in PSAG. PSAG personnel shall:

- Review, analyze, and evaluate the background investigation applications submitted by IRS, Treasury Bureau, other federal agencies, contractors, applicants, and employees;
- Establish and ensure compliance with agency wide program requirements, policies, procedures, and guidelines;
- Review, evaluate, and document, following the Adjudication Desk Reference, and propose adjudicative actions based on the review of the background investigation applications and the results of the pre-screening checks;
- Make recommendations regarding which agency positions require prospective employees to meet varying security standards set forth in E.O. 10450; [5 C.F.R 731, Regulations for investigations for Public Trust Positions](#); Treasury Security Manual TDP 15-71; and Internal Revenue Manual 10.23;
- Perform other similar duties as assigned as identified in task orders.

3.3 PIAG (Award Group 3)

Technical and professional support related to functions performed in PIAG. PIAG personnel shall:

- Review, analyze, and evaluate background investigation applications submitted by IRS, Treasury Bureau, other federal agencies, contractors, applicants and employees;
- Review, evaluate, and document, following the Adjudication Desk Reference, and recommend adjudicative action on completed personnel security investigations, including portions of investigations conducted by OPM, Federal Bureau of Investigations (FBI), Department of Defense (DoD), PS, and other investigative agencies;
- Make recommendations regarding which agency positions require prospective employees to meet the varying security standards set forth in Executive Order (E.O.) 10450; 5 C.F.R 731. Regulations for investigations for Public Trust Positions; Treasury Security Manual TDP 15-71, Internal Revenue Manual 10.23;
- Perform other similar duties as assigned as identified in task orders.

4.0 Task Orders

All work to be performed under this BPA will commence with the issuance of task orders as requirements within the scope of this SOW arise. This process will commence with the submission of Attachment 3 of this SOW, entitled Task Order Request for Quote. When Attachment 3 is submitted to the contractor it will be sequentially numbered, specifically identify the IRS requirements for the project, identify the project deadline including a detailed project schedule if one exists, and will state the date on which the IRS needs to receive a response from the contractor for this requirement.

Attachment 3 will be submitted to the contractor by the Contracting Officer or the cognizant Contract Specialist. Submission of Attachment 3 is not an authorization to begin work, but rather a request for the contractor to propose a solution for the requirement. This submission shall include a proposed project plan, identify any resources to be utilized, and include a detailed breakdown of all costs which is consistent with the General Services Administration (GSA) rates established in the BPA. Upon submission of a proposal for the requirement by the contractor, the IRS will evaluate the proposal and work with the contractor to ensure that all IRS requirements have been met. The IRS may request a revised proposal. When the contractor proposal has been revised to the satisfaction of the IRS, a task order will be issued. Task orders will be in writing and will be issued by the Contracting Officer.

All task order requirements will be within the scope of and in accordance with this SOW.

All labor categories and labor rates listed within any task order will be selected from the labor categories and fixed rates set forth in the BPA.

5.0 Deliverables

The specific deliverables required under task orders issued against this BPA will be set forth in the task orders themselves; however, in all cases the following deliverables shall be provided to the COTR and the designated Government Task Manager in PS under this contract:

5.1 Plans

All plans shall be included as part of the Contractor's proposal, and must be updated annually.

- Quality Control Plan
- Training Plan
- Plan to control investigative materials to prevent loss or exposure of Personally Identifiable Information (PII)
- Plan to control any government provided equipment

5.2 Reports

Unless otherwise specified, all deliverable reports will be computer generated using the IRS Common Operating Environment software products (Microsoft Office Suite of products).

5.2.1 Program Management Status Report

By the fifth of each month for the prior month, the Contractor shall submit a Program Management Status Report to the COTR and the designated Government Task Manager in PS. This report shall include the following items:

- overall workload processed by work area (WPG, PSAG, PIAG), displayed by case type and subject when applicable;
- average case close cycle time for pre-screen;
- average case close cycle time for post-investigation adjudication recommendations;
- number of delinquent cases (cases not meeting timeliness standards in each work area);
- case deficiencies and trends found;
- COTR-assigned special projects;

- review of contractor staffing numbers, to include names of individuals working on contract and no longer working on contract and disposition of any government issued materials (badges, equipment, etc.) to the contractor employees no longer working on the contract;
- current issues of mutual interest, including recommendations for improvements.

If the timeliness standards are not being met, the monthly report must include the contractor's plan to improve performance including benchmarks and timeframes involved.

5.2.2 Pending Workload Reports

The Contractor shall furnish, to the COTR and the designated Government Task Manager in PS, weekly reports regarding all work in process and whether timeliness standards are being met. If the timeliness standards are not being met, the report must include the Contractor's plan to improve performance including benchmarks and timeframes involved.

5.2.3 Quality Control Report

By the fifth day of each month for the prior month, the Contractor shall submit a Quality Control Report to the COTR and the designated Government Task Manager in PS. This report shall contain the number and type of investigations reviewed in summary. The report shall also provide the number and type of deficiencies found. Deficiencies, for the purpose of this report, refer to deficiencies by the Contractor's employees, not deficiencies identified in the background investigation report.

5.2.4 Miscellaneous Reports

Upon request by PS, the Contractor shall furnish other routine or periodic reports regarding processing information not readily available from other sources such as ABIS. For example, for processes that are not automated, such as many of the WPG tasks, reporting will be manual and the responsibility of the Contractor to include hand counts when necessary.

To provide PS with some of the information requested under this and other requirements, the Contractor may extract information from ABIS or any other relevant information system database at the direction of PS. For information needed that cannot be retrieved from ABIS or any other relevant information system database requested to be used by the Contractor by PS, the Contractor shall develop and maintain their own data management systems and shall insure the security and integrity of the data maintained therein. Contractor data management systems shall not contain subjects' personal data or any PII.

PS will provide the Contractor with the capability to obtain a variety of case management reports from ABIS or other PS approved systems that are in existence as of the award date of this contract. Such reports use PS defined measures of units and quantity of work, quality ratings, and deadline dates.

Any reports PS rely on for purposes of evaluating the Contractor's performance under this contract will be shared with the Contractor as they are produced. PS reserves the right to modify existing reports or develop new reports as necessary to operate and enhance PS oversight of Contractor performance.

6.0 Place of Performance

All work required by this contract will be performed primarily at the PS facility located in Florence, KY or if permitted, at the PS facility located in New Carrollton/Lanham, MD, and no other location unless pre-approved by PS. WPG work shall be performed at the PS facility located in Florence, KY. At PS discretion, PSAG and PIAG work shall be performed at the PS facility in Florence, KY and/or the PS facility in New Carrollton/Lanham, MD. The Contractor shall perform all work related to this contract at such sites unless PS provides written approval to perform the work at another location. No case material or equipment will be removed from any PS site without PS approval and such removal of material and equipment must meet IRS security guidelines.

The place of performance for each task order will be specified in that order.

7.0 Government Furnished Information

The specific information to be supplied by the Government will be set forth in the individual task orders for specific requirements. The requirements of the Contractor shall be expressly stated in the orders.

The Government will typically provide:

- Access to IRS employees with subject matter expertise;
- Electronic links to or copies of statutes, regulations, policies, strategies, plans, and concepts of operations;
- Access to PS facilities and data on an as needed basis (subject to confidentiality agreements and successful completion of background investigations of Contractor employees).

The Contractor shall typically provide:

- Access to contractor employees executing the task orders.

The Contractor shall be responsible upon separation from the contract for the immediate return of any government issued credentials (badge, proxy building access cards, etc.), computer equipment, and peripherals, materials, property, etc

8.0 Travel and Per Diem

Most work under this contract will be performed at the Personnel Security National Background Investigations Center (NBIC) in Florence, KY and as a consequence, PS does not anticipate the Contractor incurring any travel costs. Should travel become necessary for services involving applicable contract items, the Contractor must first obtain the expressed written approval of the COTR and shall do so in accordance with Federal Acquisition Regulation (FAR) 31.205-46.

The Government will be responsible for reimbursement of travel costs only when the COTR has approved such travel. All COTR authorized travel will be paid for on a cost reimbursement basis. Profit shall not be applied to travel costs. The Contracting Officer will identify a not-to-exceed travel ceiling under a separate cost line item number on the task order.

Costs for lodging, meals, and incidental expenses incurred by contracted personnel on official company business are allowable subject to FAR 31.205-46, Travel Costs. These costs will be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations located at <http://www.policyworks.gov/>. Actual travel costs claimed shall have supporting documentation, e.g. copy of paid bill for lodging and airline ticket receipt. All travel (air, land, and sea) including per diem, required in connection with the services to be provided under this contract shall be reimbursed at direct cost to the contractor.

Inside the Florence, KY or Washington, DC Metropolitan Area:

- Travel will be reimbursed based on the policies stated in paragraph above.
- Normal commuting expenses are not allowed.

9.0 Other Terms and Conditions

9.1 Contractor Personnel Background Investigations

The contractor shall have the full complement of personnel available upon contract award. In addition to complying with any functional and technical security requirements set forth in the schedule and elsewhere in this contract, the Contractor shall request that the Government initiate background investigations and provide signed user non-disclosure agreements as required by this section for all contractor employees assigned to this contract, before work and/or access will be granted. Access is defined as unescorted or unsupervised physical or electronic access. This requirement shall also apply to any subcontractor or consultant of the primary contractor (hereafter commonly referred to as contractor employee).

PS reserves the right to approve or deny all personnel assigned to this contract.

The Contractor shall have five (5) business days from award of this contract to submit all necessary paperwork for the initiation of each background investigation of the personnel assigned to work on the contract. Paperwork required for the background investigations and instructions for completing the paperwork will be furnished to the Contractor by PS upon contract award. IRS is implementing eQIP for the applications process which will replace the paper-based application process. For each task, IRS will specify the use of paper or eQIP. High risk background investigations and possibly Single Scope Background Investigations (SSBI) will be required for each contractor or subcontractor employee due to the required access to sensitive but unclassified information, security items or products. At the discretion of the Government, a new background investigation may not be required for contractor employees with recent or current favorable Federal Government investigations; however, the contractor employees will be pre-screened in order to meet the IRS basic eligibility requirements - five items described below.

For purposes of creating an identification badge and conducting the FBI criminal history fingerprint and name check, contractor employees will be required to report to an accredited registration facility for personal identity verification and fingerprinting. Contractor employees will appear in person and present two forms of identification, one being a government issued picture identification to the accredited registrar. The types of identification allowed for presentation and the location of the accredited registration facility will be provided upon contract award.

There are five eligibility criteria that must be met prior to the initiation of a full background investigation in which the Contractor and employees would need to meet before being accepted to work on the contract. They are:

- (1) Must be Federal tax compliant having both filed and paid any taxes due in a timely manner or currently be under an approved payment plan with the IRS;
- (2) Must have a favorable FBI criminal history fingerprint and name check;
- (3) Must be U.S. citizens;
- (4) All males born after 1959, must be registered with the Selective Service; and
- (5) Must have a favorable drug test. If already completed as a condition of employment with the contractor, the Contractor may provide documentation for IRS consideration. IRS reserves the right to accept the Contractor provided documentation or require a new drug test.

The Contractor shall perform due diligence by ensuring that prospective contractor employees who will be assigned to work on this contract are made aware that they must meet the eligibility requirements and be approved by a background investigation as a condition of employment on the contract. The Contractor may utilize online tools to verify [Selective Service Registration](#) and must also be a member of the Department of Homeland Security (DHS) United States Citizenship and Immigration Services USCIS [E-Verify](#) program, ensuring however, that the rules for use of the program are strictly followed.

The Contractor shall be required to obtain and pay for the cost of a drug screening from each contractor or sub-contractor employee assigned to work on this contract from an accredited drug testing laboratory. The Contractor shall furnish the results of the drug screening to PS at the time the background investigation paperwork is submitted.

All contractor employees must receive a favorable pre-screen adjudication by PS prior to commencing work under this contract. PS will conduct pre-screen adjudication checks to verify the eligibility requirements of the contractor employees submitted by the Contractor.

Once approved to work on the contract, contractor employees will be required to take annual security briefings and certify completion as directed by the government.

9.2 Contractor Security Training

All Contractor employees will be required to complete the following Government-provided computer-based training after contract award. The Government will provide access to the on-line training materials

within five days of contractor employees' approval for staff-like access. This training will also be required to be completed annually as directed by the Government.

| TRAINING | Estimated Hours |
|--|-----------------|
| Unauthorized Access (UNAX) | 1 |
| Safety (Biological Threats Through the Mail) | 1 |
| Security Awareness | 1 |
| Ethics | 1 |

9.3 Case Tracking System

PS will host formal training on the use and operation of the PS Automated Background Investigation System (ABIS) currently being used, as necessary, for contractor employees. Upon completion of such training, the Contractor shall immediately operate and accurately input data into ABIS or any other relevant information system database at the direction of PS to monitor the investigations being conducted at any given time. The Contractor must account for and track cases and piecework items once they have been assigned by PS. The contractor must also have a plan for control of all investigative materials (including handbooks and other resources) and PS issued equipment, which shall be updated and approved by PS on an annual basis.

PS's ABIS or other PS approved technologies must be used for case processing. It is imperative that all case information be exclusively maintained within ABIS or other PS approved technologies. Required information will be data entered or scanned into ABIS or any other relevant information system database at the direction of PS. Data base information collected includes, but is not limited to, data provided by PS or any other requesting agency, subject-provided background information, processing accountability and timeliness information, investigative results data, agency adjudication data, and other relevant case data. During the contract life, other case processing technologies and/or systems may be utilized in accordance with cross-governmental requirements or prerogatives, and will not result in any price adjustments.

Certain anticipated advances in technology and processing innovations underway may impact the manner in which work is performed at any time during the entire life of the contract. For example, the current method of reviewing a hardcopy case file may be replaced by an electronic version. Such changes are not outside the scope of this contract and will not result in any price adjustments.

The Contractor shall immediately notify the COTR and the designated Government Task Manager in PS of any case, portion of a case, or PS issued equipment, that is lost, inadvertently disclosed, or compromised in any way. The Contractor shall take immediate action to retrieve the lost material and will be financially responsible for the loss of the material and equipment, damages, the cost of the investigation, and the payment of credit monitoring in the event of PII loss of data.

9.4 Training

PS will provide an initial orientation to the Contractor for a limited number (maximum five (5)) of Contractor Key Personnel. PS will also provide Contractor Key Personnel an orientation into available ABIS or other PS approved systems' management reports. All training will be appropriate to the job tasks and the complexity of the assigned task and defined in the task order.

The Contractor Key Personnel shall provide training to individuals assigned by the Contractor to work on this contract. Such training may be formal classroom training and/or on-the-job training. The Contractor shall provide training to employees, maintain records of all training (dates and employee names), and have the records available for Government review.

PS will provide training material for implementation that will be utilized as the core training tool. Copying in any form (paper, electronic, etc.) of these materials is prohibited except for sharing of material with individuals involved on this contract with a "need to know" the information in order to properly perform

contracted-for services. Sharing or copying of said material with any other parties is prohibited. These materials may not be altered, they will remain the property of PS, and they must be returned to PS upon termination of this contract. Contractors are encouraged to supplement material on an as needed basis to complement the training course. IRS will provide sufficient on site file storage for the information provided.

9.5 Miscellaneous

All services provided must be in accordance with processing instructions contained in operations manuals and handbooks. Additional guidance will be provided in Task Orders.

10. Attachments

- Attachment 1 Process Flows
 - a. Work Processing Group (Award Group 1)
 - b. Pre-screen Adjudication Group (Award Group 2)
 - c. Post-investigation Adjudication Group (Award Group 3)
- Attachment 2 Reference Documents
- Attachment 3 Task Order Request for Quote
- Attachment 4 Definitions and Acronyms
- Attachment 5 Workload Projections
- Attachment 6 Sample Task Orders
 - a. Work Processing Group (Award Group 1)
 - b. Pre-screen Adjudication Group (Award Group 2)
 - c. Post-investigation Adjudication Group (Award Group 3)
- Attachment 7 Data Elements
 - a. Work Processing Group (Award Group 1)
 - b. Pre-screen Adjudication Group (Award Group 2)
 - c. Post-investigation Adjudication Group (Award Group 3)

SECTION III:
CONTRACT ADMINISTRATION TERMS AND CONDITIONS

III.1 AUTHORITY - CONTRACTING OFFICER, CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE AND CONTRACTOR'S PROJECT MANAGER

III.1.1 Contracting Officer

- a. The Contracting Officer for this contract is:

Barbara E. Czerw, IRS, OS:A:P:B:B:B
Telephone: 202/283-1103
Facsimile: 202/283-1533
E-Mail: Barbara.E.Czerw@irs.gov

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

III.1.2 Contracting Officer's Technical Representative

- a. The Contracting Officer's Technical Representative (COTR) for this contract is:

To Be Provided

b. The COTR will represent the Contracting Officer in the administration of technical details within the scope of this task order. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COTR does not have authority to alter the Contractor's obligations or to change the Task Order specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify Task Order obligations or the statement of work, changes will be issued in writing and signed by the Contracting Officer.

c. The COTR assignment for this Task Order may be changed at any time by the Government without prior notice to the Contractor. The Contractor will be notified of the change.

III.1.3 Contractor Project Manager

- a. The Contractor's designated Project Manager for this Task Order is:

Name: _____
Office No: _____ Fax No: _____
E-Mail Address: _____

- b. The Contractor shall provide a Project Manager for this Task Order who shall have the authority to make any no-cost Task Order technical, hiring and dismissal decisions, or special arrangement regarding this Task Order. The Project Manager shall be responsible for the overall management and coordination of this Task Order and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Project Manager, or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

III.2 PERIOD OF PERFORMANCE

The period of performance for this BPA will be from date of award through one (1) year (twelve (12) months). The Government anticipates the award of up to four (4) one-year option periods. The Government will not renew/exercise option periods for years beyond the length of the vendor's GSA Multiple Award Schedule (MAS) contract at the time of the option exercise.

III.2.1 PAYMENT SCHEDULE

A payment schedule will be specified in each task order.

III.2.2 DELIVERIES OR PERIOD OF PERFORMANCE

- (a) Each order shall specify the period of performance.
- (b) All deliverables required under each task order shall be shipped F.O.B Destination to the Government address identified in each task order.
- (c) A copy of the transmittal letter forwarding the deliverable(s) to the specified destination(s) shall be directed to the Contracting Officer at the address in Section V.

III.2.3 INVOICES

(a) The original invoice shall be submitted to the Accounting Office designated below. To improve the timeliness of the inspection and acceptance of delivered goods and/or services and receipt of payment by the Contractor, copies of the invoice, clearly marked as information copies shall be submitted to the COTR and the Contract Administrator concurrently.

**IRS
Beckley Finance Center
P.O. Box 9002
Beckley, WV 25802-9002**

(b) The Contractor may be reimbursed for actual allowable, allocable and reasonable travel costs incurred during the performance of a given task order in accordance with the Federal Travel Regulations (as issued by the General Services Administration) in effect at the time of the travel. Travel requirements under this task order shall be met using the most economical form of transportation available. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless the Contracting Officer authorizes other arrangements.

(c) To constitute a proper invoice, the invoice must include those items cited in FAR 52.232-25, Prompt Payment, Paragraphs (a)(3)(i) through (a)(3)(viii).

III.3 PROCESS AND RESPONSIBILITIES

- a. The IRS Program Manager will manage the task order and coordinate activities between the contractor and the IRS business units. As the principal, day-to day contact with the contractor, the program manager has the following responsibilities:
- (1) Ensuring consistency for IRS communications and corporate identity.
 - (2) Coordinating communications planning and all tasks awarded under the BPA internally with the business units and executive council.
 - (3) Facilitating discussions with the contractor as necessary to define task order requirements.
 - (4) Coordinating IRS final review of all products generated.
 - (5) Providing communications advisors as needed.
 - (6) Evaluating contractor task performance and annual performance as requested by the CO.

Discussion with the contractor on proposed task order work and objectives is expected before any formal request for quote is issued.

- b. The COTR will assist in the administration of the BPA and task orders, including:
 - (1) Reviewing and accepting invoices.
 - (2) Facilitating and monitoring the issuance of modifications to task orders and the BPA.
 - (3) Coordinating meetings.
 - (4) Processing task order actions through the contracting officer
 - (5) Performing system acceptance of invoices for task orders. (This task may be transferred to the GTM later.)
 - (6) Resolving technical issues or problems under the BPA.
 - (7) Monitoring and reviewing all proposed task orders generated from the business units/offices prior to any discussion or contact with the contractor.
 - (8) Furnishing the CO with final acceptance of all products/services.
 - (9) Keeping the Program Manager informed of the status of task orders.

The COTR represents the CO. The CO is the only authorized person who can direct the contractor to stop work, change contract/task order scope of work or price, deliverables and contract/task order schedule.

- c. Government Task Managers (GTM) – There will be a GTM assigned for each of the three (3) Award Groups. Responsibilities of each GTM include:
 - (1) Working through, and in conjunction with, the Program Manager, to prepare specific Award Group requirements for the contractor.
 - (2) Obtaining the necessary information and approvals for his/her Award Group's task orders. (Also see paragraph III.4 below)
 - (3) Providing the necessary data and assistance to the contractor to ensure a timely, accurate quote.
 - (4) Communicating the status of his/her Award Group's task orders to the Program Manager as requested.
 - (5) Coordinating the IRS review and acceptance of deliverables under task orders. (Also see paragraph III.4 below)
 - (6) Evaluating contractor performance as requested by the CO.

The GTM may be designated as the day-to-day contact with the contractor for some individual task orders affecting his or her Award Group only.

III.4 TASK ORDER PROCESS

- a. Task orders will be issued using a performance-based Statement of Objectives (SOO).
- b. The contractor in response shall offer:
 - (1) A statement of work for satisfying the objective.
 - (2) Proposed performance measurement(s) or other metric(s) to determine achievement of the objective.
 - (3) Delivery date(s) or period of performance.
 - (4) Proposed price in accordance with GSA Schedule.
 - (5) Specific timeframe and details as necessary for actual performance measurement to determine acceptance.

The contractor's quote will be evaluated and discussions held, as needed, for subsequent issuance of an order. Generally, task orders will be issued within seven workdays from receipt of offer from the contractor.

- c. The performance measurements shall be in direct support of the objectives. The individual task order will specify the compensation for meeting, exceeding or failing to achieve the objective to which the parties have agreed. While it is expected that most task orders will include a performance measurement or metric(s), it is recognized some tasks may not be appropriate for measurement. In such instances, the task order file will be documented as to the reasons for not including a performance measurement.
- d. The quoted price shall be supported by the estimated hours, line item price, as applicable, estimated travel costs, associated labor category, materials, if any, and delivery schedule. Rates used in task order estimates shall be in accordance w/the contractors GSA schedule or discounted in Section II. Individual task orders may be for one, all, or a combination of the activities listed in the work description included in the BPA. The performance measures agreed to and included in any task order will be the basis for acceptance by the government.
- e. Any of the Award Groups and offices supported under the BPA may generate a task order requirement. Upon identification of a requirement, the Award Group's GTM will coordinate with management, technical staff and others in their respective Award Groups, and the

Program Manager. The Program Manager will coordinate any discussions with the contractor as needed. The GTM is responsible for generating the SOO, requisition and other applicable documents and approvals. All task orders will be processed through the Contract Specialist, Contracting Officer, and the COTR.

- f. All deliverables (products) will be identified in individual task orders.
- g. Task orders will either be firm-fixed price (Award Groups 2 and 3), or labor hours (Award Group 1).
- h. Services to be performed include all communications planning, marketing and advertising-related services, directly prescribed by the Contracting Officer under individual task orders or proposed by the contractor and approved for implementation by the Contracting Officer.

III.5 KEY PERSONNEL

(a) The Contractor shall use the key personnel set forth in its offer, upon which award of this order shall be based, for performance of the effort set forth under the BPA. In the event that one or more of the personnel are not available, or become unavailable, the Contractor shall furnish substitute personnel of equal skills, which substitutions shall be subject to approval of the Contracting Officer.

(b) Substitution of Key Personnel -

(1) The Contractor shall assign to the BPA those persons whose resumes were submitted with its offer who are necessary to fill the requirements of the BPA and orders thereunder. No substitutions shall be made except in accordance with this clause.

(2) The Contractor shall not allow personnel substitutions during the BPA performance period unless the Contractor promptly notifies the Contracting Officer, with a copy to the COTR and provides the information required by paragraph (3) below. All proposed substitutions must be submitted, in writing, at least fifteen (15) working days in advance of the proposed substitutions to the Contracting Officer, and provide the information required by paragraph (3) below.

(3) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed to approve or disapprove the

proposed substitution. All proposed substitutions must have qualifications that are equal to or higher than the qualifications of the person(s) to be replaced. The Contracting Officer or an authorized representative, will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof within ten business days of receipt of the substitution request.”

(c) For purposes of this Blanket Purchase Agreement (BPA), Key Personnel are defined as the contractor’s Project Manager and any contractor employee responsible for supervising work under any of the three (3) Award Groups.

III.6 REASSIGNMENT AND REPLACEMENT OF CONTRACTOR PERSONNEL

(a) The Government reserves the right to request that the Contractor reassign Contractor employees whose continued use under any Task Order issued under this BPA is deemed contrary to the best interests of the Government. The Contracting Officer will give notice of such reassignment in writing.

(b) In the event the Contractor finds it necessary to replace any of the assigned personnel during the performance of a Task Order, the Contracting Officer and Contracting Officer's Technical Representative shall be notified in writing. In cases of Contractor initiated reassignment of personnel, notice shall be provided at least five (5) calendar days prior to reassignment. Replacement personnel shall meet or exceed the qualifications of the originally assigned personnel. This notice shall also include the resume(s) of the proposed replacement personnel. All replacement personnel are subject to the prior written approval of the Program Manager or the Award Group’s Government Task Manager.

III.7 FAR 52.252.2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This RFQ includes the following Federal Acquisition Regulation (FAR), Department of Treasury Acquisition Regulation (DTAR), and Internal Revenue Service Acquisition Procedures (IRSAP) clauses that are in addition to, but do not supersede any FAR or GSA Services Administration Acquisition Regulation clauses contained in the contractor’s Federal Supply Schedule contract.

This order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/

| FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES | | |
|--|-----------------------------------|-------------|
| NUMBER | TITLE | DATE |
| 52.204-9 | Personal Identity Verification of | Sep 2007 |

| | | |
|-----------|--|----------|
| | Contractor Personnel | |
| 52.217-8 | Option to Extend Service | Nov 1999 |
| 52.217-9 | Option to Extend the Term of the Contract (a) 30 Days, 60 Days (c) 5 years | Mar 2000 |
| 52.227-14 | Rights in Data — General | Dec 2007 |
| 52.227-17 | Rights in Data – Special Works (52.227-17 takes precedence should other language within the contract conflict) | Dec 2007 |
| 52.228-5 | Insurance-Work on a Government Installation | Jan 1997 |
| 52.232-1 | Payments | Apr 1984 |
| 52.232-18 | Availability of Funds | Apr 1984 |
| 52.232-33 | Payment by Electronic Funds Transfer- Central Contractor Registration | Oct 2003 |
| 52.246-4 | Inspection of Services—Fixed Price | Aug 1996 |

III.8 SAFEGUARDS

III.8.1 1052.224-9000 (a) - DISCLOSURE OF INFORMATION-SAFEGUARDS (JAN 1998)

In performance of this contract, the contractor agrees to comply and assume responsibility for compliance by his/her employees with the following requirements:

(1) All work shall be performed under the supervision of the contractor or the contractor's responsible employees.

(2) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.

(3) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.2498), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

[End of Clause]

III.8.2 IRSAP 1052.224-9000(d) DISCLOSURE OF “OFFICIAL USE ONLY” INFORMATION SAFEGUARDS (DEC 1988).

Any Treasury Department Information made available or to which access is provided, and which is marked or should be marked “Official Use Only”, shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the Contractor or subcontractor at any tier shall require prior written approval of the IRS. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

III.8.3 IRSAP 1052.224-9001(a) - DISCLOSURE OF INFORMATION— CRIMINAL/CIVIL SANCTIONS (JAN 1998)

(1) Each officer or employee of any person (contractor or subcontractor) at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person (contractor or subcontractor) that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).

(2) Each officer or employee of any person (contractor or subcontractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an

award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(I)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to contractor records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or contractor not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

III.8.4 IRSAP 1052.224-9001(b) DISCLOSURE OF INFORMATION – OFFICIAL USE ONLY (DEC 1988)

Each officer or employee of the Contractor or subcontractor at any tier to whom “Official Use Only” information may be made available or disclosed shall be notified in writing by the Contractor that “Official Use Only” information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such “Official Use Only” information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

III.8.5 IRSAP 1052.224-9002 - DISCLOSURE OF INFORMATION—INSPECTION (DEC 1988)

The Internal Revenue Service shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, the Contracting Officer may require

specific measures in cases where the contractor is found to be noncompliant with contract safeguards.

III.8.6 FAR 52.224-1 – PRIVACY ACT NOTIFICATION (Apr 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish any contractor function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable contractor regulations. Violation of the Act may involve the imposition of criminal penalties.

III.8.7 FAR 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER— OTHER THAN CENTRAL CONTRACTOR REGISTRATION (May 1999)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") within ten (10) calendar days after award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the

rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply

to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

III.8.8 FAR 52.224-2—PRIVACY ACT (Apr 1984)

- (a) The Contractor agrees to --

(1) Comply with the Privacy Act of 1974 (the Act) and the contractor rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an contractor function when the contract specifically identifies --

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the contractor involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an contractor function, and criminal penalties may be imposed upon the officers or employees of the contractor when the violation concerns the operation of a system of records on individuals to accomplish an contractor function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish a contractor function, the Contractor is considered to be an employee of the contractor.

(c)

(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an contractor, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) “System of records on individuals,” as used in this clause, means a group of any records under the control of any contractor from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

III.8.9 SECTION 508 COMPLIANCE

(a) Each task order containing electronic and information technology requirements will be subject to Section 508 of the Rehabilitation Act of 1973, 1998 Amendments compliance.

(b) Accessibility of Electronic and Information Technology

(1) Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), as specified in the contract, at a minimum. If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall, without charge to the Government, repair or replace the non-compliant products or services within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses:

(2) Cancellation of the contract, delivery or task order, purchase or line item without termination liabilities; or

(3) In the case of custom Electronic and Information Technology (EIT) being developed for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm and the contractor shall reimburse the Government for any expenses incurred thereby.

(4) For every EIT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.

For more information about the act and Section 508 standards go to www.section508.gov

III.8.9.1 IRSAP 1052.239-9008: Section 508 Information, Documentation, and Support (SEP 2006)

In accordance with 36 CFR 1194, Subpart D, the electronic information technology (EIT) products and product support services furnished in performance of this contract shall be documented to indicate the current conformance level with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards. At no time during the performance of the award shall the level of conformance go below the level of conformance in place at the time of award. At no additional cost, the contractor shall provide information, documentation, and support relative to the supplies and services as described in Section II: Statement of Work. The Contractor shall maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and shall ensure that it is current within five calendar days after award and within three calendar days of changes in products being utilized as follows:

- (a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.
- (b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.
- (c) Support Services for products shall accommodate the communication needs of end-users with disabilities.

Part 1194 [Figures](#) 1 and 2 (See 1194.25)

[End of clause]

III.8.10 ADVERTISING OF AWARD

The Contractor shall not refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

III.8.11 NEWS RELEASES/PUBLICATIONS

Under no circumstances shall the Contractor, sub-contractor or anyone acting on behalf of the Contractor refer to the services furnished pursuant to the provisions of this Task Order in any news release, commercial advertising, publication or in connection with any news release, commercial advertising or publication without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such services appear in any news release, commercial advertising or publication issued by or on behalf of the Contractor, sub-contractor or anyone acting on behalf of the Contractor without such consent first being so obtained, the

Government shall consider institution of all remedies available under the provisions of this Task Order.

III.8.12 FAR 52.239-1 -- Privacy or Security Safeguards (Aug. 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

III.8.13 IRSAP 1052.242-9000: Post Award Evaluation of Contractor Performance (Sep. 2006)

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

Interim and final evaluations shall be available to the contractor through the National Institutes of Health Contractor Performance System (CPS) as soon as practicable after completion of the evaluation. The contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision shall be final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors must register with CPS in order to review and comment on agency prepared contractor interim and final evaluation reports. Contractors can do this by registering online at the CPS web site.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

[End of clause]

III.8.14 ADDITIONAL CLAUSES

The following additional clauses apply to this Contract only:

Additional Safeguards, Safeguards Training and Privacy Requirements

Safeguards:

In performance of this contract, the contractor agrees to comply with the following requirements:

Criminal/Civil Sanctions

(l) Each officer or employee of any person (contractor or subcontractor) at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person (contractor or subcontractor) that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance or unauthorized disclosure plus in the case of willful disclosure or an disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213(a) and 7431 and set forth at 26 CFR 301.6103 (n)-1.

(2) Each officer or employee of any person (contractor or subcontractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(3) It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

III.9 SECURITY

FISMA Security Compliance IT Acquisition Review

Federal Information Security Management (FISMA)

Information Security

The contractor shall comply with the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, P.L. 107-347. The contractor shall provide minimum controls required to protect Federal information and information systems. The term 'information security' means protecting information and information systems from unauthorized access,

use, disclosure, disruption, modification, or destruction in order to provide confidentially, integrity and availability.

The contractor shall provide information security protections commensurate with the risk and magnitude of the harm resulting from the unauthorized access, use, disclosure, disruption, modification, or destruction of information collected or maintained by or on behalf of the agency; or information systems used or operated by an agency or by a contractor of an agency. This applies to individuals and organizations having contractual arrangements with the IRS, including employees, contractors, vendors, and outsourcing providers, which use or operate information technology systems containing IRS data.

An IRS information or information system are defined as a General Support System (GSS), Major or Minor Application with a FIPS 199 security categorization impact level of low, moderate or high, and those systems identified by the As Built Architecture (ABA) and agency FISMA Master Inventory.

Treasury / IRS Policies for Information Technology (IT) Security

The contractor shall comply with Department of Treasury Directive TD P 85-01, Treasury Security Manual TDP 71-10, and Internal Revenue Manual 10.8.1 Information Technology Security Policy and Guidance. The contractor shall comply with IRS Internal Revenue Manuals (IRM) and Law Enforcement Manuals (LEM) when developing or administering IRS information and information systems.

The contractor shall comply with the Taxpayer Browsing Protection Act of 1997 - Unauthorized Access (UNAX), the Act amends the Internal Revenue Code 6103 of 1986 to prevent the unauthorized inspection of taxpayer returns or tax return information.

Certification and Accreditation Process

Contractors systems that collect, maintain, operate or use agency information or an information system on behalf of the agency (a General Support System (GSS), Major or Minor Application with a FIPS 199 security categorization) must ensure annual reviews, risk assessments, security plans, control testing, a Privacy Impact Assessment (PIA), contingency planning, and certification and accreditation, at a minimum meet NIST guidance, if required by the IRS.

Contractor System Review / Site Visit

The contractor shall be subject to at the option / discretion of the agency, to periodically test, (but no less than annually) and evaluate the information security controls and techniques to ensure that they are effectively implemented. The test or evaluation of information security controls may be performed by an agency independent auditor, security team or Inspector General, and shall include testing of management, operational, and technical

controls of every information system that maintain, collect, operate or use federal information on behalf of the agency. The agency and contractor shall document and maintain a remedial action plan (also known as a Plan of Action and Milestones) to address any deficiencies identified during the test and evaluation. The contractor must cost-effectively reduce information security risks to an acceptable level within the scope, terms and conditions of the contract.

Information Security Awareness and Training

The contract shall comply with IRS mandatory annual Computer Security Awareness and training briefings and receive an initial orientation before access to IRS Information Systems, and perform HSPD-12 Personal Identify Verification, physical and personnel security screening and approval of a contractor badge, then obtain approval access 5081 to IRS information systems.

All contractors and contractor employees who are involved with the management, use, programming or maintenance of IRS information systems must complete the IRS mandatory Computer Security briefing. All contractors and contractor employees who could have access to return information must complete the mandatory UNAX briefing. Contractors shall certify the completion of training by their employees annually. The certification shall be submitted to the contracting officer, with a copy to the COTR and Office of Privacy, Information Protection, and Data Security.

Office of Privacy conducts a series of security awareness training; in particularly the Unauthorized Access (UNAX) training and Computer Security Awareness training, which is conducted annually and mandatory for all IRS employees and contractors. FISMA requires continuous security awareness training to inform personnel, including contractors, other users, and individuals with significant IT Security responsibilities that support the operations and assets of the agency to receive specific training on agency guidance, policies and procedures to reduce information security risks.

III.10 PERFORMANCE AT GOVERNMENT SITES/CONTRACTOR SITE

Should any effort required by this Contract be performed at specified Government facilities, the Contractor shall abide by Department of Treasury Directive P 71-10 regarding provisions for authorized entrance and exit at these facilities.

III.11 Single or Multiple Awards

The Government may elect to award a single Blanket Purchase Agreement or to award multiple Blanket Purchase Agreements, for the same or similar supplies or services, to two or more sources under this solicitation.

III.12 FAR 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition (Feb 2007)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

III.13 FAR 52.217-5 Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

III.14 FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates awarding one or more Blanket Purchase Agreements against the offerors' GSA Schedule(s) as a result of this Request for Quotes (RFQ). The resulting BPA(s) may include both Fixed Price orders (for Award Groups 2 and 3) and Labor Hours orders (for Award Group 1).

SECTION IV

INSTRUCTIONS TO OFFERORS

The Government intends to award either a single or a multiple award Blanket Purchasing Agreement (BPA) from this Request for Quote (RFQ). All communications concerning the RFQ, including any of a technical nature, shall be made through the Contracting Officer. Correspondence, including all questions, should be submitted to Nicholas R. Olson via email at: Nicholas.R.Olson@irs.gov.

IV.1. QUOTE SUBMISSION INSTRUCTIONS

IV.1.1 TIME FOR SUBMISSION

Your quote, in response to this RFQ, will be a written business proposal. Either written or electronic quotes will be accepted. **Quotes shall be submitted no later than 12:00 p.m. Eastern Standard Time on December 4, 2008. Late quotes will not be accepted.**

IV.1.2 QUOTE FORMAT AND METHOD OF SUBMISSION

Your quote shall include an authorized company signature; a written or electronic file containing your pricing information (preferably in the format shown in Section V, Pricing Template), a copy of your GSA schedule contract, and a written or electronic file containing Past Performance information as requested below.

Written quotes shall be mailed to:

Internal Revenue Service
Attn: Nick Olson
6009 Oxon Hill Road
Suite 500 (Mail Room)
Oxon Hill, MD, 20745

Electronic quotes submitted via email to:

Nicholas.R.Olson@irs.gov and
Barbara.E.Czerw@irs.gov

Electronic files must be in a format that can be read by Microsoft Office 2000 applications. The files that you submit will be scanned for viruses, and any files containing a virus will be immediately deleted and may disqualify you from further consideration for award.

IV.1.3 PRICING

The pricing structure for the three (3) Award Groups shall be as follows: Task Orders under Award Group 1 will be awarded utilizing a Labor Hours structure (price per hour for each labor category). Task Orders under Award Groups 2 and 3 will be awarded utilizing a Fixed Price structure (price per completed adjudicated case). Offeror shall break down Fixed Price structure to include pricing for each labor category included in the formulation of the Fixed Price.

Note: If the offeror's GSA Schedule does not include Other Direct Costs (ODCs), ODCs in excess of the Simplified Acquisition Threshold (\$3,000.00) CANNOT be included.

IV.2 EVALUATION FACTORS AND AWARD GROUPS

Offerors may submit quotes for one or more of the three Award Groups listed in this Blanket Purchase Agreement (BPA) (see SOW (Section II) and Sample Task Orders (Attachment 6)). Work under this BPA may be awarded to one, two, or three offerors based on the quality of the quotes, but each Award Group will consist of only one successful offeror. Award will be made to the offeror or offerors who represent the best value to the Government, considering the evaluation factors listed below. Each Award Group will be evaluated separately, using the evaluation factors listed below. The combined technical, personnel, and past performance evaluation factors are significantly more important than price. Non-price factors are of greater importance than evaluated price; however, the importance of price will increase with the degree of equality of non-price factors. Vendors' quotes will be evaluated on the following factors, listed in descending order of importance (with Factor 1 being the most important and Factor 4 being the least important):

1. Technical Approach

Comprehensiveness of offeror's quote in addressing required tasks, and the quality of offeror's technical approach to meeting the requirements of the Statement of Work (SOW).

The Sample Task(s) will be evaluated for approach to task, resources allocated and performance measurement. The comprehensiveness of the offeror's quote in addressing required tasks, and the quality of the offeror's technical approach to meeting the requirements of the Statement of Work (SOW) will be the basis for this rating.

2. Key Personnel Experience

Demonstrated recent experience of key personnel in Federal Government suitability adjudication processes for agencies of similar size, scope, and complexity.

The Government will evaluate the offeror's organization, any subcontractor's profile, and all key personnel experience on the basis of its breadth, depth and relevance to the work (similar work) that will be required under the prospective contract based on the experience information provided by the offeror. The Government may evaluate the experience of the offeror's proposed key subcontractors in the same manner as the prime contractor to the extent warranted.

The Government will take into consideration and evaluate accordingly cases where the experience of an offeror's organization, subcontractor or key personnel is somehow not similar in scope, complexity, magnitude, or otherwise lacking relevancy to some degree. For example, a customer may give an offeror an "outstanding" rating on the customer's contract, but if the contract in question is considerably smaller or is otherwise lacking relevancy to the same degree, then the rating given by the government may be lower as it is less relevant.

In the case of an offeror, subcontractor, or key personnel without a record of relevant experience or for whom relevant experience is not available, the offeror may be rated unfavorably and may not represent the best value to the Government. The Government may deem the offeror to be an unacceptable risk.

3. Past Performance

Demonstrated past performance of the offeror achieving measurable and significant improvements to Federal Government personnel security processes relative to Federal Government suitability adjudications. Offeror shall provide a minimum of two (2) past performance references with its quote, illustrating relevant work of similar size, scope, and complexity to that of this effort.

The Government may contact some or all references of each offeror or subcontractor (if necessary). Additionally, the National Institute of Health (NIH) Contractor Performance System (CPS) will be checked for information on the responding offerors.

4. Pricing

The offeror will submit the price of all work to be accomplished in the Sample Task(s) (see Attachment 6) for all proposed personnel in the labor mix and any Other Direct Cost (ODC). The offeror shall submit a spreadsheet organized by task and labor hours. The spreadsheet may be in the format of the Pricing Template included in Section V, below, if desired. Pricing will be evaluated, but not scored.

IV.3 PAGE LIMIT

Offerors must limit their quotes to **fifty (50) pages total**, regardless of the number of Award Groups to which the offeror proposes. An offeror's pricing breakdown will not count against this page limit. A "page" is defined as standard 8-1/2" x 11" paper with typing on one side of the page only. Quotes submitted electronically must meet this criteria if/when the quote is printed out. There should be no page reductions. All graphs and figures are included in the 50 page limit. Quotes in excess of this page limit may be returned without review.

IV.4 Offerors with questions must submit them electronically to Nicholas.R.Olson@irs.gov **as soon as possible**, and **no later than November 26, 2008, 12:00 p.m. Eastern Standard Time.** Any offeror unable or declining to respond to this RFQ is asked to please send notification of such by e-mail to: Nicholas.R.Olson@irs.gov.

**SECTION V
PRICING TEMPLATE**

| SAMPLE TASK 1 | BASE YEAR | | | OPTION YR 1 | | |
|--------------------------|----------------|--------------------|-------|----------------|--------------------|-------|
| | HOURLY RATE | ESTIMATED HOURS | TOTAL | HOURLY RATE | ESTIMATED HOURS | TOTAL |
| <i>Labor Categories:</i> | | | | | | |

Subtotal:

Other Direct Costs:

Subtotal:

Estimated Travel:

GRAND TOTAL

*Add additional rows as
needed*

Supporting documentation
shall be on a separate sheet.

SAMPLE TASK 1

**OPTION YR
2**

**OPTION YR
3**

| | HOURLY RATE | ESTIMATED HOURS | TOTAL | HOURLY RATE | ESTIMATED HOURS | TOTAL |
|--|------------------------|----------------------------|--------------|------------------------|----------------------------|--------------|
|--|------------------------|----------------------------|--------------|------------------------|----------------------------|--------------|

Labor Categories:

Subtotal:

Other Direct Costs:

Subtotal:

Estimated Travel:

GRAND TOTAL:

*Add additional rows as
needed*
Supporting documentation
shall be on a separate sheet.

SAMPLE TASK 1

**OPTION YR
4**

**HOURLY
RATE ESTIMATED
HOURS TOTAL**

Labor Categories:

Subtotal:

Other Direct Costs:

Subtotal:

Estimated Travel:

GRAND TOTAL:

*Add additional rows as
needed*
Supporting documentation
shall be on a separate sheet.

**SECTION VI
MONTHLY STATUS COST REPORT TEMPLATE**

Please submit the following in Excel

Status Report for the Period MM/DD/YYYY to MM/DD/YYYY

Contractor Name

Contract Number

Report Date: MM/DD/YYYY

COTR: *COTR Name* Phone: (###) ###-####
 Contractor Project Manager: *Project Manager Name* Phone: (###) ###-####

Period of Performance: MM/DD/YYYY to MM/DD/YYYY

I. SCHEDULE INFORMATION

Actual Start Date MM/DD/YYYY
 Planned Completion Date MM/DD/YYYY

II. COST SUMMARY

Current Contract Value (Negotiated Amount) \$ ###,###
 Total Obligation Amount to Date \$ ###,###

Labor Costs – Invoice Period \$ ###,###
 Travel Costs – Invoice Period \$ ###,###
 Other ODC Costs – Invoice Period \$ ###,###
 Total Actual Costs – Invoice Period \$ ###,###

Amount Invoiced to Date \$ ###,###
 Amount Paid to Date \$ ###,###

III. HOURS DETAIL

| Labor Category | Current Period Planned Hours | Current Period Actual Hours | Cumulative Planned Hours To Date | Cumulative Actual Hours To Date | Total Planned Hours | Total Negotiated Hours |
|---|------------------------------|-----------------------------|----------------------------------|---------------------------------|---------------------|------------------------|
| (List each labor category separately and include Subcontractor hours) | | | | | | |

| | | | | | | |
|--------|--|--|--|--|--|--|
| TOTALS | | | | | | |
|--------|--|--|--|--|--|--|

IV. COST DETAIL

| Labor Category and Other Direct Costs | Current Period Planned Cost | Current Period Actual Cost | Cumulative Planned Cost To Date | Cumulative Actual Cost To Date | Total Planned Cost | Total Negotiated Cost |
|--|-----------------------------|----------------------------|---------------------------------|--------------------------------|--------------------|-----------------------|
| (List each labor category separately and include Subcontractor cost) | | | | | | |
| Total Travel | | | | | | |
| Total Other ODCs | | | | | | |
| TOTAL LABOR, TRAVEL AND ODCs | | | | | | |

V. DELIVERABLE STATUS

| Deliverable Name | Deliverable Number | Due Date | Expected Date | Actual Delivered Date | Customer Acceptance Date |
|---|--------------------|----------|---------------|-----------------------|--------------------------|
| (List each individual deliverable, milestone or interim progress item identified in the SubTasks) | | | | | |
| | | | | | |

VI. STATUS SUMMARY

(Provide a brief overview of the work to be accomplished for the overall contract.)

Status Report for the Period MM/DD/YYYY to MM/DD/YYYY

Contractor Name

Contract Number

Report Date: MM/DD/YYYY

A. WORK ACCOMPLISHED DURING THIS PERIOD

(Provide a brief description of the work accomplished, emphasizing the progress made since the last reporting period)

B. ISSUES OR ANTICIPATED/CURRENT PROBLEMS

(Provide a description of any unresolved and/or anticipated problems, as they relate to the cost or deliverable dates.)

Explain variances in schedule and/or cost that exceed plus or minus 10%. Confirm whether the project is on schedule and within proposed costs or explain the nature and extent of the delay whenever:

- 1) the Estimated Completion date exceeds the scheduled completion date
- 2) an actual delivery date is different from the deliverable due date, and/or
- 3) the Estimate at Completion exceeds the current task value.)

C. PLANNED WORK FOR NEXT PERIOD

(Provide a description of the work planned for the next reporting period. Any re-planning of the SubTask would be proposed in this section.)