**REQUEST FOR QUOTATIONS (RFQ)**

**For the Establishment of:**

Multiple Award Blanket Purchase Agreements (BPAs)

for

Information Technology Services

**in support of:**

Department of Treasury   
Internal Revenue Service (IRS)

Digital Support Services

**Solicited to:**

Contractors Under

GSA Multiple Award Schedule (MAS)

Information Technology (IT) Services

SIN: 54151S

**Conducted under FAR 8.4**

**Issued by:**

Internal Revenue Service (IRS)

Corporate Support Branch

5000 Ellin Rd

Lanham Md, 20706

Solicitation Number: 2032H5-24-Q-00080

**B. SUPPLIES OR SERVICES AND PRICES**

# **B1.0 Introduction**

This Blanket Purchase Agreement (BPA) is for the “Digitalization Service and Support Contract” requirement.

Internal Revenue Services (IRS) expects to deploy Digitalization Service to enhance the taxpayer and tax professional experiences and obtain Contractor support with a comprehensive solution, which adheres to the agency’s standards and guidance, and aligns with and supports the Taxpayer Experience Strategy (TXS).

# **B2.0** **Background**

B2.1 Digital Support Service Programs

With over 240 million tax filings in the United States every year, the IRS is emphasizing the use of technology to be smarter, faster, and completely accessible to its customers. The goal is to provide taxpayer’s access to their tax account information twenty-four hours per day both online and through mobile devices. The Digital Services Program provides modern, online, and mobile products with increasingly robust capabilities such as tax account status, payment functionality, and on-demand self-service. Key drivers include:

* Increasing satisfaction among all individual taxpayer groups by ensuring taxpayer self-service needs are met efficiently and effectively online
* Reducing call volumes and manpower support required by providing an improved online user experience
* Consolidating IRS service options to a centrally accessible location online by positioning self-service as the primary channel for all taxpayer interactions with the IRS
* Automating the authorized disclosure of tax information to third parties
* Authentication of users of electronic services accounts
* Allows tax professionals to access their client data, make changes, and communicate with the IRS online
* Provide taxpayers personalized/seamless online experience
  + Chat Bot (Virtual Assist): Chat bot to attempt to answer questions or direct tax professional to helpful information on IRS.gov or to their online account based on a taxpayer’s browsing preferences on IRS.gov. Chat bots will also be able to connect taxpayers to an IRS assistor for a web chat. If the chatbot cannot resolve a taxpayer’s issue, contact routing will guide the taxpayer to live support from an IRS employee.
  + AI-Powered Digital Appointments: Allows taxpayers to speak with an assistor or schedule an appointment if the chatbot is unable to resolve a taxpayer’s issue.
  + AI-Powered Employee Assistant: Supports IRS employees when answering taxpayers’ questions with an AI-powered knowledge base that will make suggestions based on a taxpayer’s experience, questions or pages visited on IRS.gov
* Provide online services to underserved communities are not limited to but include:
  + Translate Forms, Publications and Notices: Support translation of forms and tax information to taxpayers with limited English proficiency. Increase the languages (Spanish, Chinese Traditional/Simplified, Korean, Russian, Vietnamese) available online.
  + Section 508 Compliance: Support taxpayers with disabilities, including taxpaying populations needing special assistance due to sight, hearing, dexterity, limited mobility, and cognitive challenges.
  + Collaborate with stakeholders and expand our community presence to support the unique needs of underserved communities.

B2.2 Digital Services Products

The Digital Services Program is providing improvements to taxpayer service by delivering a unified Online Account product accessible through a single online account, to provide and enhance taxpayers experience via digitalization and transformation. Online Account is the first product delivered in 2019. Additional prioritized products/capabilities that will be added to be determined in IT Mod Plan such as the following but not limited to:

* Individual Online Account (IOLA) which formally named as Online Account with components including Digital Notices & Letters (DN&L), Modernized Online Payment Plan, Integrated Payment, etc.
* Tax Professional Account (TPA)
* Business Tax Account (BTA)
* Digital Transformation (DT)
* Integrated Customer Communication Environment (ICCE)
* Enterprise Digital Communication Platform Integration
* Other modernization programs for digitalization

In addition, the digital services program will include the O&M support to sustain digital service products in production. The contractors shall deliver IT solutions accordingly to the IT Modernization Plan scope and timeline.

B2.3 Digital Services Organization

The program management offices (PMO) operate as a “prime integrator” across Business and IT Delivery Partners in the organization across the Enterprise to deliver digital service-based applications as outlined in the following figure.

The PMO performs the following services:

* Manages the execution of the program and is accountable for overall Program success
* Acts as the front door between IT and the Business
* Manages and executes the Product Roadmap & Release Plan
* Communicates and integrates across the Enterprise
* Executes the governance framework
* Manages scope, schedule, and cost associated with application delivery
* Coordinates resource and risk management

B2.4 Program Delivery Cadence

The PMO has drawn upon best industry practices in agile development to pilot the delivery process. However, the operating model is not limited to Agile but other frameworks to deliver faster and sooner. In principle it consists of a Governance and Investment cadence and a Development/Delivery cadence, utilizes industry best practices, and is tailored to meet the IRS governance and compliance needs.

B2.5 Operating Model

The Program Operating Model is comprised of four layers: The Executive Boards, Program, Teams, and Delivery Partners.

B2.5.1 Executive Boards

The **Executive Oversight Team (EOT)** is represented by leadership from the Program and Business and Delivery partners. The team meets once monthly to review the key accomplishments of Digital Service development and deployment. The team reviews progress made by the Program, highlighting delivery status, risks, partner updates, and spotlights on areas of interest.

The **Web Apps Governance Board** **(GB), or equivalent board,** was chartered by the Strategic Development Executive Steering Committee (SD ESC) and governs all investments and any associated investments or components as deemed appropriate by the SD ESC. The primary objectives of the GB are to ensure information technology investments, and Digital Services program and product objectives are met. Additional responsibilities of the Web Apps Governance Board include reviewing and approving budget increases, approving milestone exits, recommending the approval of new products, and oversight of the performance of the Digitalization portfolio.

The **Strategic Development Executive Steering Committee** **(SD ESC), or equivalent board,** is the foremost governing organization for the program. The SD ESC governs the design, development, and deployment of projects and investments. Digital support service briefs the SD ESC on the status of approved work. The SD ESC determines which prioritized potential investments will be chosen for development and identifies potential products to be transitioned out of the development process.

**The Business Technical Advisory Council (BTAC)** was established toadvance IRS digital capabilities to move toward the future state--providing the taxpayer with a more complete online experience. The BTAC reviews and makes recommendations for all digital capabilities referenced in the future state vision as well as all planned IT initiatives, ongoing major projects, and essential administrative projects.

B2.5.2 Program Management Office

The Program Management Office provides support such as Strategic Planning and Delivery Management Support throughout the solution development, integration, implementation, and production support.

B2.5.3 Managed Application Teams

PMO Managed Applications Teams consist of Product Planning Teams and Federated Delivery Teams (FDTs).

#### **Product Planning Teams**

Product planning teams include a Product Manager, Product Owner, UX team and PMO Analyst. Product planning is responsible for establishing a prioritized roadmap/backlog for the program.

The PMO partners with various **Delivery Partners** across the IRS to facilitate and support product planning. These supplier organizations include Enterprise Operations, Enterprise Services, Identity & Access Management (IAM), Privacy, Strategy and Planning, Information Resources Accessibility Program, User and Network Services, Applications Development, Cybersecurity, and Enterprise Services Testing.

#### **Federated Delivery Teams (FDT)**

The PMO leverages Federated Delivery Teams (FDT) as part of the operating model to develop and deliver the Digital support service products. Each FDT typically consists of the following team members, though the number of team members may vary per FDT:

* Delivery Release Manager
* Scrum Master
* Product Owner
* Product Manager
* Developers
* Cyber Engineers
* System Engineer
* Testers
* 508 Specialists

# **B3.0** **Objectives**

The IRS is seeking to deliver information technology solutions and digital capabilities with improved reliability, using a common services approach to application development. The focus of the IRS model will be utilizing Test Driven Development (TDD) and Continuous Integration (CI) methodologies to deliver applications that are fully tested with release-ready products scheduled for implementation.

The IRS has chosen a strategy for application development that will maintain an IRS staff presence but outsources much of the work, which alleviates resource shortages in the IRS IT organization while maintaining IRS oversight and direction for product development.

Applications will be designed to be user friendly for taxpayer self-assistance across a broad audience and seamlessly integrated with the rest of the IRS offerings. Work products will be designed pursuant to an agile or iterative development process as a preferred methodology. As IRS applications are subject to accessibility and early security reviews, close coordination with review protocols and stakeholders is necessary to achieve short development cycle(s) and application deployment(s).

# **B4.0** **Skill Requirements**

The IRS has chosen a strategy for program management, cybersecurity, and application development which combines IRS team members with contractor staff in all components of its Agile product development process from product planning to delivery to operations and maintenance. As a result, team members well-versed in Agile product development, cybersecurity, and program management are needed to participate in the planning, elaboration, development, testing, delivery, and operations and maintenance of Digital Services (Web Apps) products essential to the success of the Digital Services (Web Apps) Program. This strategy will provide flexibility to add product teams quickly while maintaining IRS oversight and direction for product development.

The Digital Services PMO is highly interested in Agile thought leadership, innovative development methodologies, and proven delivery track records. Contractors must ensure that personnel quoted have enough knowledge, skills, and experience identified to accomplish designated tasks in the below Task Areas.

Vendors should meet the following high level skill requirements:

* 5 Years Previous Experience with Authenticated Portals
* Agile Web Development using the technologies listed below
* Demonstrated Experience with IRS Architecture, Portals, and Processes
* Demonstrated ability to rapidly staff teams in order to deliver capabilities per delivery plan
* Vendor must be able to develop 4 or more capabilities from different value streams simultaneously
* Vendor must have been/or currently is a prime on a two $75M+ contracts over the past 5 years

The contractor should provide personnel who are experienced and operationally adept with the following tools, operating systems, coding languages and concepts:

|  |
| --- |
| **Java Development:** JDK1.8 and 11, MDC, HTTP Filters, Loggers, Concurrency, Security, JPA, JUnit, Selenium, AppScan, REST Service, JBoss EAP, RESTful, OpenShift, Kubernetes, AWS, ISTIO, Ephesoft |
| **Spring Projects:** MVC, Boot, WebFlux, Cloud, Test, Security, Cache, JPA |
| **Persistence:** Oracle, PostgreSQL, SQL, MongoDB |
| **Client Development:** React, JavaScript (ECMA6), CSS3, HTML5, Node.js, NPM, Babel, Webpack, Jest, Testing Library, Selenium, WCAG 2.0 (Section 508/WCAG 2.0 AA) and WAI-ARIA, Multi-Lingual: Accessibility Standards (a11y), Internationalization (i18n) and Localization (l10n), Storybook |
| **DevOps:** GitHub, GitLab, GitLab CI/CD, Maven, Jenkins build pipelines (including groovy pipeline scripting), SonarQube, Nexus, Babel, Webpack, Node.js, NPM, Git, Kubernetes, Kustomize, OpenShift, ISTIO, Kubernetes, AWS, Bash scripting, GitFlow |
| **Design Patterns:** Microservices, Containerization |
| **Section 508 Testing:** JAWS, Dragon, Zoom Text |
| **Cybersecurity:** Netsparker BurpSuite, Nmap, Nessus, Wireshark, Native Lunix, Exploitdb, AppScan, Maven, Jenkins, SonarQube, Nexus IQ, Guardium, BigFix |
| **Other Skills:** Splunk, IBM CLM, Excel, PowerPoint, AppDynamics |
| **Other Concepts:** Agile methodology (including SAFE, Scrum, and Kanban) |

Cybersecurity personnel should have the following high-level skills:

* Experience serving as the security engineer of complex technology implementations in a product-centric environment.
* Bridging the gap between legacy development or operations teams and working toward a shared culture and vision.
* Working to ensure that developers create secure systems while enhancing the privacy of all system users.

Experience with white-hat hacking and fundamental computer science concepts strongly desired.

Additionally, the contractor shall provide:

* CLM Subject Matter Experts (SME) with knowledge of Agile, development methodologies, and proven delivery track records developing filters and reports out of CLM for statuses, system and product performance, briefings, and tracking.
* Extensive knowledge and expertise in the following tools necessary to support this task effort: Rational Collaboration Lifecycle Management (CLM), Microsoft Excel, and Microsoft PowerPoint.
* Vendor/Technical Leadership must have a minimum of 3 years skills and experience building enterprise class online account systems with multiple layers of enterprise dependencies and IRS operational domain knowledge.
* Should be able to demonstrate multi-year (3 plus) Cloud and microservice architecture, design, implementation and deployment experience with different cloud providers. Cloud certifications would be a plus.
* Vendor/Technical Leadership must have a minimum of at least five years Agile Development Experience
* Vendor/Technical Leadership must demonstrate IRS Enterprise Life Cycle (ELC) or OneSDLC experience.

# **B5.0** **Contractor Key Personnel**

The positions identified below will be considered Key Personnel.

The Program Manager and other key personnel shall be designated during individual Task Order quotation. Key personnel (KP) are defined as personnel: (i) identified in the quote as key individual(s) to be assigned for participation in the performance of the BPA and its associated orders; (ii) whose resumes were submitted with the quote; or (iii) which are designated as key personnel by agreement of the Government and the Contractor during negotiations.

*In the Table below*, the Contractor shall identify individuals considered as KP in their quoted staffing projection to fulfill Technical / Price Quote. Positions listed below may be used at BPA and/or Task Order Level.

| **Name** | **Position or Role** |
| --- | --- |
| TBD | Program Manager (BPA) |
| TBD | Project Manager (Task Order) |
| TBD | Technical Integrator (Task Order) |
| TBD | Business Analyst (Product Planning) (Task Order) |
| TBD | Delivery Manager (Task Order) |
| TBD | Technical Architect (Full Stack Developer) (Task Order) |
| TBD | Automation Lead (Task Order) |
| TBD | Developer - Back End (Task Order) |
| TBD | Developer - Front End (Task Order) |
| TBD | Sr. System Engineer (Task Order) |
| TBD | Sr. Business Analyst (Task Order) |
| TBD | Sr. Technical Architect (Task Order) |
| TBD | Security Test Lead Engineer (Task Order) |
| TBD | Communications Lead (Task Order) |
| TBD | Technical Writer (Task Order) |
| TBD | UX Researcher (Task Order) |
| TBD | UI/UX Designer (Task Order) |
| TBD | DevOps Engineer (Task Order) |
| TBD | Visual Designer (Task Order) |

The BPA Program Manager shall be responsible for the performance of work performed under their designated Task Order(s). The Program Manager shall have full authority to act on behalf of the Contractor on all award matters relating to daily operation. The Program Manager shall be available during core hours – 8:00 a.m. to 4:30 p.m., Monday thru Friday except Federal holidays or when the IRS facility is closed for administrative reasons.

* The Contractor shall submit resume for identified PM for review and qualifications verification.
* Personnel whose resumes are proposed key personnel are subject to the evaluation process for skillset accessibility. Agreement of the selection by the government and the contractor will be determined before award of BPA(s) and associated TO(s).  The Task Order level Key Personnel proposed at this phase are representative and will be rebid and finalized with the task order proposal.

The Contractor must notify the Contracting Officer prior to making any changes or substitutions in key personnel. No substitutions shall be made except in accordance with the below process and substitution clause located within IRS Security Clauses specifically BPA Clause #26 IR1052.204.9006 – NOTIFICATION OF CHANGE IN CONTRACTOR EMPLOYEE EMPLOYMENT STATUS, ASSIGNMENT, or STANDING.

1. Contractor promptly notifies the Contracting Officer in writing, at least fifteen (15) working days in advance of the proposed substitutions. The Government has 30 days to approve or disapprove key personnel or they are deemed acceptable substitutions. Contractor must provide:
   1. detailed explanation of the circumstances necessitating the proposed substitutions,
   2. complete resume for the proposed substitute, and
   3. any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution.
2. All proposed substitutions must have qualifications that are equal to or greater than the labor category position requirements.
3. The Contracting Officer (CO) will forward request to authorized Program Office representative (usually BPA or Task Order Level COR) to conduct evaluation of request. Representative will notify CO approval or disapproval.

# **Description/Specifications/Performance Work Statement**

C.1 ORDERING PROCEDURES

In accordance with FAR 8.405-3, IRS intends to establish one or more BPAs under GSA Multiple Award Schedule (MAS) – Information Technology (IT) Services, SIN: 54151S. Specifically, the IRS intends to award a BPA to up to six (6) companies with at least two (2) reserved for small businesses. All appropriately warranted IRS Contracting Officers (CO) are authorized to place orders against this BPA. COs shall follow the BPA ordering procedures as stated below:

1. The CO is responsible for considering the level of effort and the mix of labor proposed to perform, and for determining that the proposed price is reasonable. Factors such as mandatory criteria, technical capability, and price, on prior Task Orders (quality of deliverables/services, timeliness, and cost control), may be considered in determining award of individual Task Orders.
2. IRS CO will evaluate all responses received and place the Task Order with the BPA holder that represents best value.
3. BPA holders will be given a minimum of five (5) business days to respond to a BPA Call Order RFQ.
4. Contractors shall identify potential conflicts of interest and address/resolve any concerns prior to the BPA Call Order award.
5. All orders shall be placed via email.
6. The Government may issue individual BPA Call Orders on a Firm Fixed Price (FFP) or Labor Hour (LH) basis. For labor-hours orders, COs shall follow the procedures in FAR 8.404(h).
7. Contractors shall submit a response on all BPA Call order(s) request for quotes. If a vendor does not intend to submit a quote on a BPA Call order(s) request for quotes, the vendor shall send via email a “No Bid” and include a brief explanation as to the reason for the “No Bid.”

1. The CO shall seek additional discounts to the established BPA hourly labor rates when placing orders over the simplified acquisition threshold (SAT).
2. IRS COs have discretionary authority to set-aside orders for small businesses at the BPA Call Order level in the event that multiple small businesses are awarded Agreements.

**C.2 APPLICABLE LABOR CATEGORIES**

The labor categories (GSA Multiple Award Schedule (MAS) – Information Technology (IT) Professional Services, SIN: 54151S) applicable to the BPAs are listed in the Pricing Schedule for the general labor category descriptions.

C.3 OVERVIEW OF DIGITAL SUPPORT SERVICES

# **C.4 Description of Task Areas**

The IRS is seeking product development, support services and O&M support with an emphasis on Agile, test-driven development, and continuous integration methodologies to enhance and assist efforts to secure and maintain new applications and capabilities. The scope is for high performing, delivery teams to provide software development and support services for completion of applications based on user story requirements that are evolving and emerge as the business climate shifts. The contractor shall provide technical methods, techniques, and concepts that are innovative, practical, cost-effective, and conducive to Agile/iterative application development, and Section 508 compliance and security testing. It is expected that all code developed by the teams will be for new functionality or critical changes to existing functionality as identified and prioritized by the Government product owners.

Each user story will have acceptance criteria which specify expected functionality for a user story, as well as any non-functional requirements that must be met in story development. The IRS Product Owners, supported by Subject Matter Experts (SMEs) and Business Analysts, will determine whether acceptance criteria have been satisfied.

A User Story will only be considered done when all the following conditions have been met:

* Code Completed and meets defined acceptance criteria
* Unit Test Passed
* Code Reviewed by EA and/or other applicable party
* Necessary logging has been incorporated (when applicable)
* Penetration Test Assessment/Vulnerability/Weakness/Defect Reports provided to Cybersecurity group
* Functional Testing Passed
* 508 Testing Passed (if applicable)
* Integration Testing Passed (if applicable)
* Performance Testing Passed (if applicable)
* Product Owner signs off on functionality delivered

For the CLM SME, the vendor will function as the SME and design, develop, and deploy, filters and reports within Rational CLM to help meet the organizational goals and address the report, filter and dashboard needs. This effort includes hands on configuration of the tool, knowledge transfer of CLM, and provides consulting services to address any related challenges that may arise.

The contractor is to acquire testing support to assist the PMO and Enterprise Systems Testing (EST) in planning, executing, tuning, and reporting on test activities associated with the delivery of digital capabilities.

EST is partnering with the PMO to provide thorough, comprehensive, and independent testing of the digital service. The PMO and EST have identified a need for ongoing Contractor technical support to supplement federal personnel in the testing activities. The Contractor will provide support to PMO and EST in three key areas:

* Strategic Test Support
* Embedded FDT Test Support
* Product Performance Test and Engineering Support

Additionally, PMO will require support to assist the Digital Services Program in the communication via various mediums of planning, technical integration, and release/deployment planning activities associated with delivery of digital capabilities.

## C.4.1 Task Area 1 – Transition Plan and Orientation Briefing (BPA)

The Contractor shall provide transition plans and an orientation briefing for the government. Contractor shall discuss and present plans for transitioning task order activities with the incumbent service provider as necessary and will ensure transition plan is implemented within a time frame agreed upon by the contractor and the government. Contractor shall discuss and present plans for transitioning task order activities with the incumbent service provider as necessary. Within one week of task order award, the contractor shall conduct an orientation briefing for the Government. The Government does not desire an elaborate orientation briefing, nor does it expect the contractor to expend significant resources in preparation for this briefing. Rather, the intent of the briefing is to initiate the communication process between the Government and contractor by introducing key task order participants, explaining their roles, reviewing communication ground rules, and assuring a common understanding of task order requirements and objectives.

The orientation briefing shall be held at the Government's facility and both parties shall mutually agree upon date and time. The completion of this briefing shall result in the following:

* The contractor and Government personnel who will perform work under this task order will be introduced
* The Government will show the applicable facilities to the contractor, if the contractor will be performing work on the Government's site
* Any issues concerning the contractor clearances for contractor personnel will be discussed
* The contractor shall demonstrate confirmation of their understanding of the work to be accomplished under this PWS

**Desired Outcome** –PMO and the Contractor have a solid understanding of the task order requirements and all key personnel are introduced to the IRS team.

**Work Products** – The contractor shall provide orientation briefing meeting minutes and actions items within one week of the meeting to the PM&I Senior Manager.

## C.4.2 Task Area 2 – Director, PMO Briefing and Status Reporting (BPA)

The Contractor shall schedule and conduct a bi-weekly 45-minute status briefing with the Director, senior managers, and delivery release managers of PMO on the major activities related to this task order. Additionally, the Contractor shall provide a monthly status report of all activities related to the tasks outlined in this task order.

**Desired Outcome** – The Director, senior managers, and delivery release managers of PMO are kept informed on the major activities in this Task Order and can provide feedback and direction to the Contractor.

**Work Products** – The contractor shall provide status Briefing meeting materials, team roster by projects and meeting minutes.

## C.4.3 Task Area 3 – New Development and Support Services (BPA)

The scope of this task area is to acquire support to assist the Program in planning, technical integration, and release/ deployment planning activities associated with delivery of digital capabilities in support of Digital Products. The IRS is seeking to implement capabilities for the below positions in support of Application Development.

The IRS will choose a delivery plan and strategy for program management and application development that will determine the involvement of the IRS team members with contractor staff in all components of its Agile product development process and system maintenance. Type of service is defined as IT software services where it is determined that a total vendor solution and/or vendor-built solution is most beneficial to the government.

As a result, team members well-versed in Agile product development and program management are needed to participate in the planning, creation, delivery, and support of digital products necessary for the success of the Program. The PMO is highly interested in Agile thought leadership, development methodologies, and proven delivery track records. Contractors shall ensure that personnel quoted have sufficient knowledge, skills, and experience identified to accomplish designated tasks in the roles identified below.

Personnel will establish/maintain framework, develop processes, and perform functions to plan for and rapidly deploy, test, and integrate applications and tools into the IRS production Web environment, without disruption to the users or impact to system performance. Task descriptions include tasks appropriate for Elaboration and Development.

All Federated Delivery Teams (FDTs) will be under the direction of a Release Manager.  The Release Manager will coordinate activities across multiple FDTs for a single product or release.  Each FDT will be self-directed teams with no direct team lead.  Self-direct teams are defined as a group of people working together in their own ways, toward a common goal, which the team defines.

Vendor Built or Managed Service support may include providing the team members to contribute a full suite of development, testing (to include security and 508), integration and delivery tasks using Agile/iterative methodologies, including, but not limited to:

* Participating in solution design and developing code and other artifacts against the user stories and security requirements documented in the task or as assigned by the government
* Software code testing, including creating test cases and automated test scripts to support test automation activities; sharing test scripts as needed; working to increase the coverage, quality, and speed of existing tests. Unless stated differently, testing shall be in accordance with the most current version of the Testing Strategy Implementation Plan
* Performing integration and delivery activities to ensure the automatic build and deployment process works effectively across all environments
* Contractor team should consist of majority members having IRS and OLA institutional knowledge. Contractors should be in the IRS facility collaboration space Tuesday to Thursday when possible.
* Support the definition of epics and user stories for Federated Delivery Teams (FDT) and architecture for anticipated products and features
* Support the Engineering teams with updates and input to the Simplified Design Specification Report (SDSR) documentation to Enterprise standards as required by Solutions Engineering
* Support the Engineering teams with updates and input to the Interface Control Document (ICD) documentation to Enterprise standards as required by Solutions Engineering
* Support the Enterprise Architecture teams with updates and input the Solution Architecture to Vision, Scope, and Architecture (VSA) documentation to Enterprise standards as required by Enterprise Architecture
* Support FDTs in the identification of pragmatic solutions to address implementation challenges that arise to minimize technical debt
* Support input to- and refinement of the Performance Engineering Model (PEM) based on test results for current and anticipated digital products in conjunction with the performance team as required
* Support the discovery of data needs, design of data structures, and data flows, including input to the conceptual and logical design of systems as they relate to both data and applications
* Support the development of conceptual and logical solutions for desired products, features, and platform architectures to capture software requirements from a business perspective and develop tangible acceptance criteria for developer and testers to perform in epics, stories, and tasks
* Conduct technical reviews on application design artifacts, epics/user stories/tasks, test plans, test results, deployment plans, and tabletop scenarios

The Contractor shall provide support for emerging DevOps practices that align with Enterprise Architecture DevOps standards and guidelines.

**Desired Outcome** – The IRS is seeking development support personnel to work with government personnel, creating three FDTs to develop, test, and deploy business capabilities. Personnel will perform the applicable /assigned FDT role by participating in solution, design, development, and test, within the guidelines of the Web Apps Federated Delivery Model and FDT roles and responsibilities. Ensure that the Web Applications delivery organization has the appropriate resources and skill sets to execute the delivery of digital products, specifically working software code at the end of each iteration.

C.4.3.1. Solution Engineering Support

To accomplish this section, the contractor shall be responsible for providing the team members to contribute the full suite of solution engineering to support the FDT teams in 6.3 (FDTs) 6.4 (TDC ON), and 6.5 (Infrastructure Modernization) including, but not limited to:

* Participating in solution design and other artifacts against the user stories and security requirements documented in the task or as assigned by the government

**Desired Outcome–** The IRS can deliver stable, extensible, and valid designs and solutions.

**Work Products:**

1. Provide engineering analysis for new products, and Lean Business Cases (LBCs).
2. Updated Performance Engineering Model.
3. Updated architecture components and artifacts in available design tools and repositories, e.g., Rational Architect, MS Visio, Rational Team Concert (RTC).
4. Produce data model designs, flows, types, and structures related to data and application needs.
5. Provide engineering support for design and implementation of digital products and features, create SDSRs, ICDS, create documentation as required.
6. Provide proof of concept, alternative analysis for any feature or product.
7. Perform engineering tasks at the direction of IRS SE FTE.

C.4.3.2 FDT Support Functions

To accomplish this section, the contractor shall work to ensure that developers create the most secure systems in the world while enhancing the privacy of all system users. Bridges the gap between legacy development or operations teams and working toward a shared culture and vision. The contractor shall work with other security related specialists within and outside the digital team to determine the best response to emerging security needs

* Security Transformation - The contractor will continue work with PMO and Cyber teams to transform Cyber security practices and FISMA activities to fit into an Agile Model. The agency understands that there is a significant gap today between current Cyber security compliance processes and the agile development practices. The contractor will provide expert level advice and guidance to help transform these processes.
* Security Documentation - The contractor will work with PMO, the Federated development teams and other agency stakeholders to develop FISMA and other IT security documentation necessary to support and maintain the certification and compliance process for product development.
* Security Processes - The contractor will provide advice and guidance for the appropriate FISMA and security engineering and compliance practices to meet agency security requirements.

**Desired Outcome** – Identify, manage and support remediation of defects discovered throughout the Program Iteration and capture evidence (documentation or electronic) that meets or exceeds Federal Standards and Guidelines (NIST, FISMA, OMB, etc.).

See supplemental spreadsheet for desired capabilities.

The program has staff with the appropriate skillsets to provide software development, testing, and technical leadership and can monitor and report readiness status for each product deployment or drop deploying the system to production within schedule.

**Work Products** – The table below describes the Product Planning, Program Increment (every 9 weeks) and FDT Iteration (2-week sprints) work products that will be delivered on a continuous basis for support under this Task Area:

|  |  |
| --- | --- |
| **Work Product Category** | **Specified Deliverable** |
| **Demonstrable Working Code** | Unit Test; Integration Test |
| User Acceptance Test |
| Conduct code review |
| Section 508 Applicable Provisions and Testing DID (APT) with test results and implemented methodologies  Demonstration of application using Assistive technology (standalone screen reader, screen magnifier and Voice command software compatible with the IRS COE\*)  *\* IRS COE Assistive technology* |
| **Knowledge Transfer**  *Documented Working Sessions*  *Status Updates and Reporting* | Updates to the ROAD Guide |
| Transition Status Dashboard  Transition Checklist *(see Appendixes)* |
| Update Computer Operator Handbook (COH) |
| **Simplified Design Specification Report (SDSR)** | Provide Technical support and documentation that reflects all changes to the design of technologies |
| **Technical Writing** | Updates to Java Docs |
|  | Updates to Interface Control Documents (ICDs) |
|  | Updates to Security Compliance Documents  Security Compliance documents |
|  | Updates to Vision, Scope and Architecture (VSA) |
|  | Incorporate Swagger API documentation |

## C.4.4 Task Area 4 – Technology Strategy and Planning (BPA)

To accomplish this sub-task the contractor shall:

* + - Support the Product Planning process by assisting in the scoring and sizing of technical epics and stories of proposed functionality
    - Provide input and estimations to the rough-order-of-magnitude (ROM) costs for proposed functionality if requested
    - Work with enterprise partners to develop solution concepts as part of product elaboration and assist with the solicitation of product capabilities and features using Event Storming, User Story Mapping, and principles of the INVEST strategy
    - Support enterprise partners in the identification and documentation of IT dependencies
    - Provide support to PMO in negotiations with enterprise partners to define services that will be integrated into the Digital platform and prepare UWRs, and Change Requests (CRs) as required and based on the outcomes of negotiations
    - Conduct research to support the planning for and development of the next version of the digital platform, identified products, and features
    - Support the development of a release plan for functionality beyond the currently planned set of activities, including future product and feature integration
    - Provide support for analysis, adoption, and implementation of new technologies into the target environment
    - Provide technical solution assessment for developing roadmap and analyze new business products and emerging technology
    - Provide technical solution analysis and sizing information for lean business cases

**Desired Outcome –** The Program can execute technical planning to support the program short- and longer-term product planning and the investment selection process.

**Work Products:**

1. Solution concept diagrams, decision trees, workflows, descriptions, models, patterns, established methods, and additional information and / or updates to existing solution concepts.
2. Technical size and costs estimate components and risk components as input to proposed capabilities and potential investments.
3. Updates to conceptual, logical, and physical architecture.
4. Development and submission of Enterprise Architecture (EA) Change Requests on an Ad Hoc basis or as directed by Solutions Engineering for new tools and technologies to support program initiatives.

## C.4.5 Task Area 5 – Embedded Architecture and Engineering Support Enterprise Architecture (BPA)

The embedded architects and engineers will support the activities in New Development and Support or others as applicable.

To accomplish this sub-task the contractor shall:

* + - Provide technical architecture assessment for developing roadmap and analyze new business products and emerging technology
    - Provide technical solution analysis and sizing information for lean business cases
    - Support the definition of epics and user stories for Architecture Team, Federated Delivery Teams (FDT) Teams for anticipated products and features
    - Support EA team by following EA guidance and direction in the creation, review, and delivery of ELC architecture related artifacts while ensuring compliance and integrity to IRS enterprise standards, policy, procedures and EA processes
    - Support the conceptual and logical architecture development of Taxpayer Experience Target State Architecture
    - Support and coordinate the review analysis of alternatives for product recommendations from an architecture perspective per EA team’s guidance and direction
    - Support the architecture teams with updates and input to the Solution Concept documentation in compliance with IRS enterprise standards as required by Enterprise Architecture and Solution Engineering
    - Support the architecture and engineering teams with updates and input to Vision, Scope, and Architecture (VSA) documentation to IRS enterprise standards as required by Enterprise Architecture
    - Support the architecture teams for the Simplified Design Specification Report (SDSR) per IRS enterprise standards as required by EA
    - Support the architecture teams for the Interface Control Document (ICD) per IRS enterprise standards as required by EA
    - Support EA team in the identification of pragmatic solutions to address architecture/design/implementation challenges that arise to minimize technical debt
    - Support the discovery of data needs, design of data structures, and data flows, including input to the conceptual and logical design of systems as they relate to both data and applications
    - Support the development of conceptual and logical solutions for desired products, features, and platform architectures to capture software requirements from a business perspective and develop tangible acceptance criteria for developer and testers to perform in epics, stories, and tasks
    - Conduct technical reviews on application design artifacts, epics/user stories/tasks, test plans, test results, deployment plans, and tabletop scenarios in support of program initiatives
    - Provide Architecture and Engineering support with experience in IRS backend systems Current Production Environment (CPE) including prior experience in understanding IRS's organizational roles and responsibilities, established processes, policies and guardrails in alignment with IRS Enterprise Architectural Roadmap and Taxpayer experience platform.

**Desired Outcome–** At the direction of IRS EA and SE SMEs, the IRS can deliver stable, extensible, and valid architecture and designs to support the digital program products, features, and platform.

**Work Products:**

* Updated Target State Architecture, and Roadmap.
* Updated architecture components and artifacts in available design tools and repositories, e.g., Rational Architect, MicroSoftVisio, Rational Team Concert (RTC).
* Updated and new data model designs, flows, types, and structures related to data and application needs.
* Updated architecture support for architecture, design, and implementation of Solution Concept/Architecture (SC/SA), Vision, Scope, and Architecture (VSA), SDSRs, ICDs, alternative of analysis artifacts.
* Embedded resources for architecture support for EA team.

C.4.6 Task Area 6 – Elaboration (BPA)

The Contractor shall assign a team of resources experienced in supporting all activities/roles listed in this TO, as resources can be asked to support more than one activity, as needed.

**Elaboration Process Support Lead**

The Product Elaboration process takes products/capabilities from the list of SD ESC approved products/capabilities and prepares them for the start of development. This process is a collaborative effort involving representatives from program, OLS, Business SMEs, AD, EA, IAM, Cyber, and additional Delivery Partners. To support program initiatives in successful implementation of the above activities, the Contractor shall support or lead the following activities:

* Identify the list of stakeholders and POC(s) for supporting the Elaboration Process activities; develop, distribute, and maintain the POC list
* Develop timeline for conducting Elaboration process, present the proposed timeline to PMI management and communicate the timeline with stakeholders, and facilitate Elaboration Process kick off meeting for epics and capabilities
* Develop, distribute, and maintain Elaboration Product Backlog and status reports
* Schedule and facilitate meetings to complete eRisk Assessment, decompose product epics, develop vertical slices, story maps, and define acceptance criteria
* Schedule and facilitate elaboration sessions involving stakeholders for decomposing epics into features and acceptance criteria, identify dependencies and data services, and capture additional information and artifacts relevant to the lean business case and story map
* Coordinating with Delivery team for completion of transition criteria and conducting transition
* Develop and deliver input for PMO briefings as requested.
* Provide input, process improvement, and feedback for the artifacts (such as Operating Model) developed by other groups under PMO as requested by Web Apps management
* Facilitate regular/ad-hoc meetings with resources assigned for conducting Elaboration activities to discuss and track the status of their activities, these meetings included but not limited to daily Scrum meeting
* Coordinate with Delivery Partners to collect requirements from other partners that may not be a part of the specific project
* Participate in all Delivery Ceremonies (PI Planning, Cadence Calls, Scrum Calls, Retrospectives)
* Ensure all the artifacts (final and work in progress) are being maintained in program SharePoint designated folders and/or other repositories defined by the IRS
* Communicate with and escalate the issues and risks, impacting the on-time completion of artifacts, to PPR manager
* Provide recommendations and input for improving the elaboration process

**Desired Outcome** –Timeline and approach for conducting and completing the Elaboration Process activities are defined and are tracked to completion. Risks and issues impacting the process are identified and mitigated. Stakeholders input for developing/updating the artifacts are captured and addressed. Technical Stakeholders are involved in the elaboration discussions and Elaboration meetings are held as planned. Vertical slices, story map, and a roadmap are developed for the capability. Product Features and required user stories are developed and stored in CLM. Product(s) eRisk Assessment is complete. The IRS leadership, Program Director, PMO, and other stakeholders are kept informed of the status of the elaboration process.

**Work Products**: Work products shall include but are not limited to:

Elaboration Process artifacts such as timeline, kickoff meeting materials, Product Backlog, Sprint Backlog. Elaboration Process status reports and materials such as story maps, roadmaps, vertical slice definition, executive briefings, meeting minutes. Developed features, user stories, non-functional requirements ready to be developed by the federated delivery teams.

## C.6.7 Task Area 7 - Vulnerability and Configuration Assessment (BPA 6.3.3)

The vendor shall test and review vulnerability threats and assess the configurations for vulnerabilities including threat models, rules of engagement, penetration testing. To accomplish this the contractor shall:

Test Preparation

* + - System and Project Introduction
    - Work with IRS to refine the Threat Model
    - Create test plans based on the agreed-upon threat model
    - Establish test accounts in the appropriate environments
    - Prep test Virtual Machine (VM) systems, install any additional tools in IRS environment, with approval
    - Conduct “walk-through” of Digital Products Portfolio and supporting infrastructure
    - Develop and finalize Rules of Engagement document

**Desired Outcome** –PMO and the Contractor will review the Threat Model Assessment, Conduct Penetration Test Assessment Criteria and provide preliminary recommendation to Cyber SME and Security Team.

**Work Products** – Threat Model document, Rules of Engagement, Penetration Test Assessment Criteria.

## C.6.8 Task Area 8 - Test Execution (BPA)

To accomplish this sub-task the contractor shall:

Conduct infrastructure scanning of IEP and supporting infrastructure in Performance Testing Environment (PTE)

* + - Application / Web Servers
    - Middleware
    - Audit system servers and databases
    - Network Infrastructure

Conduct testing of web interfaces of Digital Product Portfolio applications in development/test environments

* + - User interface
    - OLA, BTA or equivalent digital services
    - SADI/PING
    - OLA- Tax Payer Protection ID Verify
    - Product applications downstream data processing and audit systems
    - eGain

**Desired Outcome** –PMO and the Contractor have a solid understanding of conducting penetration testing on Digital Applications, interfaces and infrastructure and vulnerability scanning tools.

**Work Products** – Vulnerability Scanning tools analysis/recommendations and scan results report.

## C.6.9 Task Area 9 - Reporting and Analysis (BPA)

To accomplish this sub-task the contractor shall:

Develop Vulnerability Assessment Analysis and Report.

**Desired Outcome** –PMO and the Contractor have a solid understanding of conducting penetration testing on Digital Applications, interfaces, and infrastructure.

**Work Products** – Vulnerability assessment report.

## C.6.10 Task Area 10 - Penetration Test (BPA)

The scope of the testing will be the physical infrastructure (i.e., web server, applications servers, database servers, etc.) of the IEP infrastructure production and test environments. The test team will also test and confirm the existence of any vulnerabilities introduced by the Digital Products in development as well as test emerging products that are currently under technical insertion. Each subsequent release will result in an increased effort over the testing for the previous release as features are added, system interfaces are introduced, and as the IRS introduces Application Programming Interfaces (API) to support additional functionality. Testing the public-facing interfaces of the SADI system are outside of the scope of this environment.

This test effort will be split into multiple testing efforts which will be performed for the planned releases of the: Digital Products Portfolio 1) support the development of a threat model for the release, including likelihood and impact of exploit, 2) perform vulnerability assessments of the web application and infrastructure during the development lifecycles of each release, and 3) complete penetration tests to be performed in the Performance Evaluation Testing Environment (PETE) and confirmed in production in a limited fashion. Penetration Tests are recommended using the Rules of Engagement and only after a thorough assessment and analysis has been completed. The team will coordinate this effort with Cybersecurity and the PMO Security Team.

Defects will be categorized, prioritized, and will be analyzed for the most appropriate remediation activities. Vulnerability assessments will take place in the PETE environment and will leverage available tools on the IRS network. Testers will require credentials to system components such as network devices, databases, operating systems, and applications to discover vulnerabilities. Vulnerability testing may also take place in the application development environment so the testers can use synthetic data to test the security of application transactions.

During full penetration testing, the test team will confirm the existence of any vulnerabilities identified during the vulnerability assessment, determine how they can be leveraged, and identify any additional vulnerabilities through manual testing methods. Penetration testing will occur from the public perspective in the PTE environment. Testers may be required to use live tax information as IRS has indicated there may not be synthetic taxpayer accounts available to use in the PTE or production environments. Penetration testing will not be considered a routine activity simply because new features or functionality have been added to the environment. The contractor will support a formal assessment of the change impact on the defined threat model. This assessment is to be performed in conjunction with the same effort conducted by the embedded Cybersecurity SME.

**Test Preparation**

* + 1. Test planning, coordination, and preparation
    2. Confirm Threat Model and test plans
    3. Confirm test accounts are active
    4. Install additional test tools, as needed
    5. Develop and finalize Rules of Engagement document

**Test Execution**

* + 1. Verify vulnerabilities discovered during initial vulnerability analysis in Digital Products environment/ IEP infrastructure
    2. Conduct testing of user web interface of Digital Product applications in PTE / Production
    3. Conduct testing of web interfaces of applicable Digital Product application in development environment
    4. User interface
    5. Applications to SADI communications to include (OLA, TPP-IDV IP, IA, Tax Pro, DN&L, and future apps)
    6. Digital Products applications to downstream data processing and audit systems

**Reporting and Analysis**

* + 1. Develop Penetration Test Analysis and Report Assumptions
    2. The vulnerability testing window will be limited to 2 weeks for the Digital Products Portfolio infrastructure
    3. The penetration testing window will be limited to 2 weeks to include the primary test phase and the re-test phase
    4. Test environments will be made available throughout the testing window
    5. The scope of testing will be all applications within the Web Applications Products Portfolio in development but not limited to other emerging products or features that are currently under technical insertion.
    6. Testing of e-Authentication is not in scope
    7. Product features may contain input fields

**Desired Outcome** –PMO and the Contractor have a solid understanding of conducting penetration testing on Applications, interfaces, and infrastructure.

**Work Products** – Vulnerability assessment report, Security Findings and remediation plan, Penetration test plan.

## C.6.11 Task Area 11 – Strategic Test Support (BPA)

This task consists of two primary areas:

* Strategic Direction and Support
* Test Automation and Continuous Integration Support

**Strategic Direction and Support –** The Contractor shall provide the following strategic services in support of PMO and EST:

* Provide strategic testing recommendation for new products in roadmap and analysis of new emerging technology.
* Provide technical analysis and sizing information for lean business cases
* Lead the collaborative update of the overall test strategy for programs, including continued development of the Testing Strategy Implementation Plan (TSIP) which includes the approach to testing within a Continuous Integration/Continuous Delivery (CI/CD) model
* Support EST in implementing and documenting agile CLM testing best practices such as test-first approach and continuous integration, enabling faster delivery
* Support EST in internal and external program related meetings, reporting, and audits (e.g., TIGTA, GAO, and internal EST)
* Ensure appropriate test coverage across operating systems, desktop browsers and mobile devices by maintaining a testing toolset and performing ongoing analysis of broader device and browser usage data to ensure testing tools and practices track consumer technology trends
* Support EST in identifying and piloting Testing & Cloud Opportunities for new testing technology, functional/performance testing, and environments. This may include conducting technical investigations of industry testing tools and practices for continuous improvements of functional and cross-browser testing, services testing, service virtualization, code-free tools (test automation) and other related areas
* Drive and support the development and stand-up of virtualized services to provide uninterrupted services for both testers and developers.

**Test Automation and Continuous Integration Support** –All vendor solutions must be compatible and integrate with the Continuous Diagnostics Mitigation (CDM) technology stack currently implemented at IRS. The CDM program is mandated by Department of Homeland Security (DHS) for all civilian federal agencies and briefly provides technical solutions for what's on the network, who's on the network and what are they doing on the network. The CDM program provides the framework for Zero Trust, requiring all users, whether in or outside the organization's network, to be authenticated, authorized, and continuously validated for security configuration and posture before being granted or keeping access to applications and data. The IRS CIO has implemented the IT Footprint Reduction program at IRS to streamline and simplify the technology stack at IRS. One of the key tenants of the program is to examine the existing technologies for an analysis of alternatives prior to introducing new technical solutions.

The Contractor shall provide the following services in test automation and continuous integration in support of PMO and EST:

* Develop and drive scalable test automation strategy for applications to support automated regression, functional and performance testing through the CI process, including coaching on new methods, software, and tools
* Facilitate meetings with the FDTs to identify opportunities to automate test execution, test reporting, and defect tracking activities
* Transition all viable manual testing to automated tests, creating and maintaining automated scripts, increasing the efficiency and speed of testing and development
* Integrate front-end automated testing tools (BrowserStack, Selenium) with Rational Quality Manager, to allow for test execution from and storage of test result records in the Rational CLM suite
* Integrate back-end automated testing tools (e.g., Rational Integration Tester (RIT)) with Rational Quality Manager, to allow for test execution from and storage of test result records in the Rational CLM suite
* Convert Agile User Stories into automated test scenarios to be executed during iterations
* End 2 End automated regression scenarios to be used as regression tests during continuous integration and QA cycles
* Identifying and building service layer automated test solutions to support early automation
* Apply applicable testing expertise to assist in the design and development of automated tests to support functional, performance and security test strategies

**Desired Outcomes** – The Program and EST have a robust, updated overall test strategy that incorporates best practices and the identification of opportunities for piloting new testing technologies and test environments and/or alternate approaches to environments. The test strategy should incorporate incremental improvements in the transition from manual to automated testing used during each Program Increment and / or iteration.

**Work Products**

* Test Strategy (Testing Strategy Implementation Plan) - The contractor will update the existing test strategy and provide update prior to each Program Increment. This document should detail the current state of the transition of all types of testing into the FDTs as well as rationale for test tool selections and is expected to reflect the ongoing transformative nature of the program; specifically test methodologies and associated support environments. While 508/IRAP testing, and cybersecurity non-functional testing is not included in this Task Order the program is expecting this document and this task order to help document the state of those activities and their movement as early in the delivery process as possible.
* Agile Transformation Input - The contractor will support test-related input to the overall Agile Transformation activities (e.g., Web Apps ROAD guide).
* Automation Metrics- The contractor will provide accurate Automation Metrics on the percentage of automated test created in addition to identifying candidate stories for automation.

C.6.12 Task Area 12 – Direct Testing Support (BPA)

The PMO and EST are seeking Direct Testing Support to facilitate comprehensive testing of the digital Products. These tasks are listed in detail in the following sections 6.12.1 and 6.12.2 and the Desired Outcomes are listed in each sub-area. The work-products are the same for each sub-area and have been consolidated into Section 6.12.3 Direct Testing Support Work Products.

C.6.12.1 Embedded Federated Delivery Team Test Support

The PMO and EST are seeking embedded functional tester resources to support the FDTs in the development of Digital products by business priorities The tester will be a part of a highly collaborative, multi-disciplinary team focused on improving usability, and the user experience. The tester should have familiarity with or may actually: code, test, and implementation of web applications using a variety of platforms. The Contractor will:

* Review work products (i.e., Requirements, TSIP, Computer Operator Handbook)
* Help identify “data source / integration point” dependencies and provide estimates for testing resources
* Support Acceptance Test Driven Development (ATDD) test case design and development process, test case execution, and defect management activities. Update ATDD test scripts and defect logs as required
* Identify test data to be utilized or create appropriate synthetic test data
* Ensure that Scope of the test is fully captured, entered RQM-based Test Plan and that a schedule is prepared/tracked
* Provide on-the-ground manual and automated functional testing across desktop and mobile platforms, leveraging physical and cloud-based devices throughout each iteration cycle with embedded testers
* Support additional adopted tool used by EST (i.e., Code Free Tools, Mobile/Web Browser tools, etc.)
* Provide shoulder-to-shoulder coaching and/or identification of necessary formal training opportunities for EST resources to transfer knowledge and skillsets needed for identified tools and methodologies, such as Selenium, BrowserStack, and Rational Integration Tester (RIT), Rational Team Concert (RTC)and automated testing
* Support FDT leads in ensuring appropriate unit level tests are being automatically conducted throughout the iterations
* Support Product demonstrations around individual User Stories, as needed
* Provide support across FDTs and collaborate with elaboration teams to further define requirements and user stories

**Desired Outcomes** – The Program and EST have the needed resources, including well designed test cases, adequate test coverage and trained/qualified testers to execute the appropriate testing to support three FDTs.

**Work Products** – See Section 6.12

C.6.12.2 Performance Test Support

Performance is seeking performance test resources to perform performance test support. Performance testing shall require the test personnel to supplement FDT activities and conduct iteration level performance testing throughout product development lifecycle. Release level performance testing prior to each product deployment is also required. The formal test execution, monitoring, and analysis of the performance results will be conducted by EST. Applications Development (AD), Enterprise Program Management Office (AKA Digital PMO), and other Test Partner organizations will collaborate and participate as needed. The Contractor shall be tasked to perform test execution activities for select components of the tests such as writing and executing scripts. IRS personnel will lead the performance activities and Contracting resources will support the IRS personnel to successfully complete the performance activities.

To accomplish this task area, the contractor shall:

* Apply testing expertise to facilitate the design, development, and execution of automated and manual performance tests to support performance test strategies/ plans based on OLA Testing Strategy implementation plan
* Design and develop automated performance tests efforts to validate non-functional performance requirements/ acceptance criteria taxpayer facing, and back-end Web App applications
* Use automated tool to verify expected environment configurations are present, and document the environment current configurations and changes
* Work with testing delivery partner to integrate and Deploy available tools for automated performance test to validate performance requirements/ acceptance criteria of deployed features, capabilities integrated with existing synthetic data testing initiatives
* Develop, utilize, update, maintain and document automated and manual performance test scripts, test plans/ strategies, test readiness reviews, test reports, performance test mock services (stubs) and synthetic test data
* Measure and report on automated and manual performance tests and daily smoke test coverage
* Apply DevOPS and Agile principles to support Continuous Integration and Continuous Delivery (CI/CD)
* Provide support to IRS assigned personnel that lead the performance test efforts
* Provide onboarding and transition trainings to IRS and other contracting resources, and document the training materials, and operating manuals
* Provide test tools, tools integration and performance related trainings to IRS and other contracting resources, and document the training materials, and operating manuals

**Desired Outcomes** – The Program and EST have the needed resources, including well designed test cases, adequate test coverage and trained/qualified testers to execute the appropriate performance testing for Digital products. The Program office can monitor and report on the production status for each product deployment or drop and inform Technical Go/ No Go decision making. Ensure Program has the necessary support to improve the ability to implement, identify and respond to events in the production environment. The program can validate application functionality in the production environment, identify configuration defects in the production environment. Ensure that the EST organization measure the performance of new and updated systems prior to production deployment and to quantify risk to deployment based on observed performance in pre-production environments.

**Work Products** – Document(s) containing the suite of automation test cases, test results, defects identified, and a dashboard for ease of reporting. Report on automated deployment functional, smoke test coverage. Provide input for COH, Knowledge Articles, operations playbooks, and organization readiness artifacts. An issues and monitoring report tracking all identified defects and issues to closure. Daily Performance Test Summary emails, Iteration Status Report, Test Plan, Test Cases/Scripts, Performance test execution tracker, Release Level Performance Test Execution Log, End of Test Report, Test Data Report, Power point Test Plan and Report. See Section 6.12.3

C.6.12.3 Direct Testing Support Work Products

The following are the identified **Work Products** for the Direct Testing Support Task Area:

* Daily Performance Test Summary email – Summary of all performance testing activities and results for Release Level (or Program Increment) performance test initiatives during test execution phase.
* Iteration Status Report - An electronic report containing a narrative description of the status of all projects related activities for the FDT and Performance testing. It will include all issues/problems encountered. Include Risks, Action Items, and Project Schedule updates.
* Test Plan - The contractor shall establish Test Plans using RQM to document both FDT and performance testing including scope, test scenarios, test cases, results, etc. Once established, the contractor will update and maintain the test plan throughout the life cycle of the test.
* Test Cases/Scripts – The contractor shall develop test cases/scripts for the FDT and Performance testing. Test Cases/Scripts should be written in a way they are easy to understand and maintain by the person other than the one who created\developed them. Test Cases/Scripts are to be stored in the CLM tools.
* Performance test execution tracker - The contractor shall develop excel spreadsheet to include all the test executions performance test metrics and any related changes to the code, environment or data
* Release Level Performance Test Execution Log - The test execution log should keep track of each change, such as server configurations change (such as heap setting alteration), code deployment, infrastructure upgrade…etc., that goes into the application under test. Moreover, it should also keep time stamp of each test execution, issues encountered before and after test, (with ticket number, if available), pre-test checklist activities such as system bounces, Memory cleanups…. etc.
* End of Test Report - Submit end of Test Report (EOTR) at the end of each Program Increment for the FDT and Performance testing must be consistent with IRM and ELC requirements, following the EST guidance for Agile programs consistent with recommendations from Task Area 2.
* Test Data Report – Per Program Increment report on the volumes of data created and processed through EST SP (which processes by Cycles, approximately 1 cycle per month) based on features the data will support. (e.g., Balance Due, See Payments, Tax Record Snapshot etc.). As well as any contributions made to the Test Data Management (TDM) practice.
* Power point Test Plan and Report - The contractor shall establish power point Test Plan to document both Iteration and release level performance testing including scope, test scenarios, test cases, results, etc. Once established, the contractor will update and maintain the test plan throughout the life cycle of the test. The contractor shall submit power point Test Report at the end of each Program Increment to document both Iteration and Release level Performance testing to capture performance metrics, results, lessons learned and recommendations.
* Automation Metrics- The contractor shall provide accurate Automation Metrics on the percentage of automated test created in addition to identifying candidate stories for automation.

C.6.13 Task Area 13 – Program Portfolio and Release Management

Program Portfolio Management in this section primarily refers to the delivery of specific digital Portfolio/Program Management tasks or deliverables to execute the Digital Portfolio planning. This includes information technology (IT) Portfolio and project management support services for agile software development efforts in accordance with applicable IRS IT Enterprise Life Cycle (ELC) and other IT Program-related processes. Activities would include, but are not limited to, process management functions, facilitation, and documentation in support of annual product planning, program increment planning in 9 weeks Candence, release management support, and Web Applications Agile operation model update (including O&M Transition Checklist). The resources

**Contractor personnel will provide:**

* + - Perform Program and Portfolio management to include prioritization and roadmap development at frequency at 2-3 times a year, monitoring and control, prioritization of new capabilities, and developing roadmap briefing. Collaborate with key IT and Business Partners (Fed. Gov employees and contractors) to solicit data for T-Shirt sizing, assumptions, high-level solution and interfaces, and PI sizing. Conduct capacity planning to establish agreed scope and timeline.
    - Leverage data from CLM for Metric reporting to make informed decisions
    - Lead the delivery process with oversight from Delivery Senior Managers, Frontline Managers and Release Managers
    - Support Release Managers in planning and executing all phases of the product life cycle
    - Schedule, plan and facilitate all iteration planning, cadence, and demonstration meetings
    - Facilitate and support the Release Management/Ceremonies at PI level (for all PIs (projects))
    - Supporting the IRS in scheduling, facilitating, and executing PI planning meetings and iteration planning, cadence and demonstration meetings
    - Support product backlogs grooming and common agile delivery performance measures such as burn-up and burn-down charts
    - Deliver Agile Operation Model update for the entire cycle from planning thru delivery
    - Assist the IRS in implementing and executing Agile methodologies to include backlog grooming, reporting and barrier removal
    - work within the current security framework (current system security plans, system categorization and the privacy impact assessments and any other documents considered mandatory by the Agency’s Chief Information Security Office (CISO).
* Responsible for facilitating and integrating Release Management activities within program to include identification and mitigation of cross team and cross program dependencies
* Participate in joint reviews to refine Product Backlog, i.e., backlog grooming to ensure backlogs ae defined at least 2 iterations beyond current work
* Promote operating model practices to include utilizing test-driven development

approaches and continuous integration (CI) methodologies

* Promote collaboration to achieve program increment and iteration goals
* Develop and maintain Release Management report for program Increments and Iterations as well as for external integration points

**Desired Outcome** – Planning, facilitation and execution of portfolio management activities. At program level it should include planning material and schedule in support of PMO managers/senior managers to conduct kick-off, progress monitoring, engaging IT and Business partners to solicit their inputs, facilitation of meetings and ensure the execution of portfolio management on target.

At project/release level it should include planning PI and iteration goals in accordance with delivery methodologies and any facilitation of meetings deemed necessary; development of ELC documentation, communications to stakeholders For Agile practitioner, analyze and assess current agile practice and make recommendation for improvement, develop lightweight plan to implement. For Prioritization, a list of prioritized capabilities prepared for Governance Approval as well as process improvement in the prioritization process.

**Work Products** – Weekly status Report; Meeting Material, Meeting Minutes; Process Improvement, Lesson-learned, documentation of product planning results and roadmap, Agile Operation Model, executive briefing, required ELC documentation; development of executive briefing or decision-making materials; desired support as needed.

C.6.14 Task Area 14 – Communication Support

C.6.14.1 Task Area 14.1 - Chief Information Officer (CIO) Reporting

The Director, Digital Services PMO, e.g., PMO, is required to provide a 45-minute to 1-hour status report on Digital Services to the IRS CIO every six to eight weeks. Additionally, the Director will provide 2 to 3 ad hoc presentations per year to the CIO on emerging topics and program status such as Digital Subcommittee and/or SD ESC. To accomplish this task area the contractor shall:

* Assist the Director Digital Services PMO in preparing for these meetings by assisting in the development and revisions of the CIO presentation materials to include working with Digital Services team members and IT partners to gather content
* Developing timelines for presentation preparation, review and submission
* Conduct presentation walkthroughs with the Director, Digital Services PMO and the Senior Managers of the PMI and Delivery organizations

**Desired Outcome** – Deliver professional presentation material to The Director, Digital Services for each regularly scheduled and ad hoc CIO briefing and is well-prepared for each meeting.

**Work Products** – The contractor shall develop approximately 8 to 11 CIO briefing packages for the Director Digital Services PMO to be completed at least 2 days prior to the scheduled CIO briefing.

C.6.14.2 Task Area 14.2 - Digital Services Executive Oversight Team (EOT) Meetings

The Director, Digital Services PMO conducts a 1-hour, monthly EOT with Digital Services IT and Business stakeholders. To accomplish this task area the contractor shall:

* Assist the Director Digital Services PMO by assisting in the development and revisions of the EOT presentation materials to including working with Digital Services team members and IT partners to gather content
* Developing timelines for presentation preparation, review and submission
* Conduct presentation walkthroughs with the Director, Digital Services PMO and the Senior Managers of the PMI and Delivery organizations

**Desired Outcome** – Deliver professional presentation material to The Director, Digital Services for each EOT briefing and is well-prepared for each meeting.

**Work Products** – The contractor shall develop approximately 12 EOT briefing packages for the Director Digital Services PMO to be completed at least 2 days prior to the scheduled EOT briefing.

C.6.14.3 Task Area 14.3 – Stakeholder Engagement Support

Digital Services PMO seeks to proactively communicate program status to Digital Services key stakeholders. To accomplish this task area, the contractor shall:

* Collect and distribute information as directed about the Program to internal stakeholders while contributing to communication efforts aimed at external stakeholders
* Preparation and distribution of a monthly email newsletter for Digital Services stakeholders to communication product development status, recent achievements, and upcoming activities
* Support development of briefing slides for presentations on various topics of relevance to the Program monthly and bi-monthly
* Provide content management of SharePoint information and provide administration services to maintain collateral information developed for the communication effort to include categorization and summarization of materials for presentation
* Communication Survey and Community feedback

**Desired Outcome** – Mechanisms are in place to collect and disseminate information about the Program and its progress to IRS stakeholders

**Work Products** – Digital Services Communications Transition Plan, monthly newsletter, SharePoint Content, ad hoc presentations, and briefing slides

C.6.15 Task Area 15 – Integrated Master Schedule (IMS) Development and Maintenance (BPA)

The Contractor shall provide the IRS program management office, product managers, and delivery managers to ensure compliance with the treasury and IRS scheduling best practices and expectations.

* Develop Digital Portfolio and Project level IMS for program wide activity to include each program increment and Program/Product Integration across all products to include all stakeholders and delivery partners.
* Work with delivery partners (development team, ELC documentation, Cyber Security, Penetration testing, Performance testing, and Production Support) to verify and link dependencies.
* Perform schedule analysis for tasks at risk for completion
* Collect schedules status from all delivery partners on weekly basis and update IMS.
* Identify any schedule risks or slippage and notify the appropriate Release Manager
* Conduct IMS review meeting with PMO deliver release or project managers.
* Upload the updated IMS to designated location as directed by PMO.
* Analyze critical path and impact to key milestones.
* Develop a weekly Executive level IMS
* Identify schedule risk and support Program risk review meeting.
* Support schedule change request as necessary
* Develop and maintain a Program/Product Release Roadmap for program increments.
* Identify opportunities for schedule process improvement, provide recommendations and implement changes to facilitate improvements.
* Support program/product increment cadence and demo ceremony.
* Support integrated project review meeting
* Create and maintain Digital portfolio and project level roadmap and program increment timeline and upload the timeline on Program SharePoint on weekly basis.
* Communicate with all stakeholders and provide IMS related status.
* Provide IMS status to AD on weekly basis.
* Integrate program/product increment tasks from rational tool into IMS for each program/product increment.
* Create countdown to production webpage on SharePoint for each program increment deployment and support release chute daily stand-up meeting.

**Desired Outcome** – Completion of all the activities listed above, risks and issues that impact the program schedule/IMS reported to management for capturing in Risk and Issue Register and managing them as applicable. The IRS leadership, Director, PMO, and other stakeholders are kept informed on the status of IMS and program activities/milestones.

**Work Products** – Portfolio and project IMS, Portfolio and project Roadmap, PI Release Chute SharePoint page

**Work Products** – Weekly Status Report as directed by leadership.

C.6.16 Task Area 16 – Support for Product Planning

To accomplish this sub-task the contractor shall:

* + - Support the Product Planning process by assisting in the scoring and sizing of technical epics and stories of proposed functionality
    - Provide input and estimations to the rough-order-of-magnitude (ROM) costs for proposed functionality if requested
    - Work with enterprise partners to develop solution concepts as part of product elaboration and assist with the solicitation of product capabilities and features using Event Storming, User Story Mapping, and principles of the INVEST strategy
    - Support enterprise partners in the identification and documentation of IT dependencies
    - Provide support to PMO in negotiations with enterprise partners to define services that will be integrated into the digital platform and prepare UWRs and Change Requests (CRs) as required and based on the outcomes of negotiations
    - Conduct research to support the planning for and development of the next version of the Digital platform, identified products, and features
    - Support the development of a release plan for functionality beyond the currently planned set of activities, including future product and feature integration
    - Provide support for analysis, adoption, and implementation of new technologies into the Web Apps environment
    - Provide technical solution assessment for developing roadmap and analyze new business products and emerging technology
    - Provide technical solution analysis and sizing information for lean business cases

**Desired Outcome –** The Program can execute technical planning to support the program initiatives short- and longer-term product planning and the investment selection process.

**Work Products:**

* Solution concept diagrams, decision trees, workflows, descriptions, models, patterns, established methods, and additional information and / or updates to existing solution concepts.
* Technical size and costs estimate components and risk components as input to proposed capabilities and potential investments.
* Updates to conceptual, logical, and physical architecture.
* Development and submission of Enterprise Architecture (EA) Change Requests on an Ad Hoc basis or as directed by Solutions Engineering for new tools and technologies.

C.6.17 Task Area 17 – Staffing

Vendor must provide the title, roles and responsibilities for all contractors proposed in any Task Orders.

Below is a list of the contractor roles and description of responsibilities:

| **Labor Category** | **Description** |
| --- | --- |
| **Program Manager** | The PM shall be a direct liaison to the IRS product team and shall be responsible for the supervision and management of all the Contractor’s personnel. The PM shall be the single point of contact for the Contracting Officer (CO) and the Contracting Officer Representative (COR) and is responsible for program and schedule management. The PM also serves as the Transition Manager during transition-in and transition-out activities. The PM shall be available during normal hours of operation.  The PM shall have at least seven (7) years of demonstrated experience managing programs and projects of similar size and possess a Project Management Professional (PMP) certification in good standing, at the time of contract award and throughout the period of performance or have a minimum of 7 years of relevant experience.  It is desired that the PM have the following qualifications:   * A Bachelor’s degree in Information Technology, Computer Science, Information Systems, Project Management, or related field. * Experience in organizing, directing, and managing multiple, complex, and interrelated project tasks. * Experience in effectively communicating at senior executive levels within a customer organization. * Experience in effectively communicating with leadership of other contractors. * Experience in meeting with customer and contractor personnel to formulate and review task plans and deliverable items, and effectively execute in accordance with approved plans. * Experience in implementing Taxpayer Experience Platform |
| **508 Developer/Tester** | * Accessibility testing methodologies (manual and assistive technology tools) * Experience with screen reader, screen magnifier and voice command software Experience with UX design regarding Section 508 and Usability Ability to create or alter testing protocols to align with business requirements and Reusable Program Level requirements (RPLRS) and business requirements WCAG 2.0 Success Criteria and best practice guidelines Communicating defects and potential workarounds to developers and other team members not familiar with Section 508 Provide guidance as needed for the 508 Analyst * Developing web pages and necessary frameworks based on web designs using JavaScript, CSS, HTML, PHP, etc. * Web programming and development for federal requirements including 508 compliance and SCORM conformance * Preparing test plans and test case scenarios associated with accessibility standards is required * Conducting Section 508 testing via manual reviews, automated test tools and assistive technologies |
| **DevOps/Configuration Engineer** | 4+ years of experienced serving as a DevOps Engineer of complex technology implementations using agile methodologies, with a focus on establishing and maintaining the integrity of software products throughout the project's life cycle.  Required Experience:   * GitLab and/or GitHub * Kubernetes and Kustomize * Jenkins Pipelines (including groovy pipeline scripting) * Agile methodology * Bash Scripting * Maven * Node.js * NPM * SonarQube * Nexus * Babel, Webpack   Preferred Experience:   * OpenShift * AWS * ISTIO * GitFlow   **Primarily responsible for:**   * Providing configuration management planning and control * Evaluating, coordinating, approving, or disapproving, and implementing changes in software configuration items * Describing provisions for configuration identification, change control, configuration status accounting and configuration audits * Regulating the change process so that only approved and validated changes are incorporated into product documents and related software. * Implementing the full CICD pipeline from the Git repositories to production deployments on Kubernetes, both on-prem and AWS Cloud * Create and maintain Git repositories * Configure and maintain test suites to be executed in Jenkins pipeline * Implement process and guardrails, and train the Federated Deliver Teams to work towards self-sufficient DevOps practices |
| **Developer - Back End** | Senior: Must have 5+ years of the experience below.  Junior/Mid-level: Must have 3+ years of the experience below.  Full time professional Java development experience using modern, open-source software to prototype and deploy back-end web applications, including all aspects of server-side processing, data storage, and integration with front end development. Coordinate across FDTs to develop and support common, reusable libraries and solutions.  **Required Experience:**  Java Development: JDK1.8 and 11, MDC, Http Filters, Loggers, Concurrence, Security, JPA, JUnit  Spring Projects: MVC, Boot, WebFlux, Cloud, Test, Security, Cache, JPA  Persistence: Relational Databases (Ex: Oracle, PostgreSQL), NoSQL Databases (ex: MongoDB, DynamoDB, etc)  DevOps: Maven, Jenkins, SonarQube, Nexus, Git  **Preferred Experience:**   * Swagger and OpenAPI * Splunk * Excel, PowerPoint.   **Primarily responsible for:**   * Developing and consuming web-based, RESTful APIs utilizing Java and Spring * Work within Kubernetes (OpenShift, AWS EKS or others), Service Mesh (ISTIO or others), Microservices architecture * Ensure Swagger and OpenAPI documentation is created for RESTful services * Ensure JavaDocs are completed * Relational and non-relational database systems * Performs database system development with working knowledge of Relational Databases (Oracle, Postgres or other) and NoSQL Databases (ex: MongoDB, DynamoDB, etc) * Scalable search technology (e.g., ElasticSearch, Solr) * Working knowledge of Business Objects Enterprise (BOE) and Red Hat JBoss Enterprise Application Platform (JBoss EAP) * Handling large data sets and scaling their handling and storage   System Analysis, Design and Development:   * Design, build, and implement software applications, remediate defects, support activities to setup / validate infrastructure environments in support of Application team * Authoring developer-friendly documentation (e.g., API documentation, deployment operations) * Communicating technical concepts to a non-technical audience * Conduct alternative analysis on software approved within the application boundary. * Create and maintain code comments, Wikis, and other development artifacts in support of the application team * Create and/or provide input for design artifacts for inclusion in design documents * Follow Test-drive development (TDD) paradigm by creating and maintaining unit tests. * Ensure design conforms to technical solution of the platform and program. * Operate in a DevOps environment comprised of Maven, Jenkins, SonarQube, NPM. * Quickly researching and learning new programming tools and techniques * Assist automation test team with development of automation regression tests, as needed. * Assist performance team with development of stubs and simulators, as needed. * Remediating defects and providing Tier 3 level support. * Support packaging of software as required. * Use of version control systems, specifically Git and GitHub * Using and working with open-source solutions and community Senior developer – coach, train and mentor other developers, both IRS and contractor, in all aspects of software development, as needed. * Encourage and support collaborative work amongst all team members, both IRS employees and contractor employees. Ensure IRS developers and/or tech advisors are intimately engaged with all software development tasks on a regular basis. * Produce clear, concise, centralized, organized, and easily accessible documentation for current and future reference utilizing existing IRS tools, for example OneNote and README files. This should include system architecture diagrams, flow diagrams, class diagrams, sequence diagrams, Swagger docs, JavaDocs and other diagrams as appropriate. This documentation should be written so that future technical resources can easily assimilate and understand the referenced topic. This documentation should be consolidated and contained within a systems-level, holistic documentation suite, with a hierarchical structure that is easy to navigate and understand at both the high and detailed level. Format, location, and paradigm of this documentation to be collaboratively defined along with AD management and tech advisors.   Agile Teamwork:   * Participate in daily stand-up meetings and team planning activities, helping estimate hours/size/complexity of work items in the backlog as needed. * Communicate with Scrum Master for any issues, impediments, or roadblocks. * Conduct Demos around individual stories, as needed. * Confirm dependencies are satisfied, in preparation for Program Increment planning activities * Ensure Enabler Stories for infrastructure, platform enhancements, and Technical Debt are identified, and inform/collaborate with ES * Ensure tasks are appropriately updated/current in Rational CLM. * Participate in daily stand-up meetings and team planning activities, helping estimate hours/size/complexity of work items in the backlog as needed * Participate in team retrospectives. * Review Readiness and Acceptance criteria and dependencies (for high-level Epics), as needed. * Translates business requirements into stories with acceptance criteria that support Acceptance Test Driven Development (ATDD). * Using and working in team environments that use agile methodologies |
| **Developer - Front End** | **Senior:** Must have 5+ years of the experience below.  **Junior/Mid-level:** Must have 2+ years of the experience below.  Full time professional front-end experience working on Agile teams and using modern, front end web development tools, techniques, and methods for the creation and deployment of user-facing interfaces. Must be comfortable working in an agile and lean environment to routinely deploy changes. Coordinate across FDTs to develop and support common, reusable libraries and solutions.    **Required Experience:**   * Client Development: Node.js, NPM, Babel, Webpack, JavaScript, React, Create React App, Jest, Testing Library, Selenium * Standards:   + Web: CSS, HTML5   + Accessibility: WCAG 2.0 (Section 508/WCAG 2.0 AA) and WAI-ARIA   + Multi-Lingual: Accessibility Standards (a11y), Internationalization (i18n) and Localization (l10n)     **Primarily responsible for:**   * Front end web development using modern techniques and frameworks (e.g., HTML5, CSS, CSS frameworks like LESS and SASS, Responsive Design, and those mentioned in Technical Skills). * Creating and upgrading semantic HTML layouts using latest HTML standards. * Experience with organizing information, content, and functionality of a web site so that it presents the best user experience it can, with information and services being easily usable and findable. * Consuming RESTful APIs and ensure front-end interoperability with the target Java web application server environment (e.g., Spring Framework, Spring Boot, MVC, WebFlux, Test, Oracle, SQL, MongoDB). * JavaScript development using modern standards, including strict mode compliance, modularization techniques and tools, and frameworks and libraries (e.g., jQuery, MV\* frameworks such as Backbone.js and Ember.js, D3). * Creating web layouts from static images. * Creating views and templates in full-stack frameworks like Rails, Express, or Django. * Writes software that adheres to organizational web, accessibility, and multi-lingual standards. * Consider impact to 508 compliances when pulling Epics from Product backlog to Program backlog. * Refactoring text copy into file formats commonly used for localization (i18n).   System Analysis, Design and Development:   * Design, build, and implement software applications, remediate defects, support activities to setup / validate infrastructure environments in support of Application team * Authoring developer-friendly documentation (e.g., API documentation, deployment operations) * Communicating technical concepts to a non-technical audience * Conduct alternative analysis on software approved within the application boundary. * Create and maintain code comments, Wikis, and other development artifacts in support of the application team * Create and/or provide input for design artifacts for inclusion in design documents * Follow Test-drive development (TDD) paradigm by creating and maintaining unit tests. * Ensure design conforms to technical solution of the platform and program. * Operate in a DevOps environment comprised of Maven, Jenkins, SonarQube, NPM. * Quickly researching and learning new programming tools and techniques * Assist automation test team with development of automation regression tests, as needed. * Assist performance team with development of stubs and simulators, as needed. * Remediating defects and providing Tier 3 level support. * Support packaging of software as required. * Use of version control systems, specifically Git and GitHub * Using and working with open-source solutions and community Senior developer – coach, train, and mentor other developers, both IRS and contractor, in all aspects of software development, as needed. * Encourage and support collaborative work amongst all team members, both IRS employees and contractor employees. Ensure IRS developers and/or tech advisors are intimately engaged with all software development tasks on a regular basis. * Produce clear, concise, centralized, organized, and easily accessible documentation for current and future reference utilizing existing IRS tools, for example OneNote and README files. This should include system architecture diagrams, flow diagrams, class diagrams, sequence diagrams, Swagger docs, JavaDocs and other diagrams as appropriate. This documentation should be written so that future technical resources can easily assimilate and understand the referenced topic. This documentation should be consolidated and contained within a systems-level, holistic documentation suite, with a hierarchical structure that is easy to navigate and understand at both the high and detailed level. Format, location, and paradigm of this documentation to be collaboratively defined along with AD management and tech advisors.   Agile Teamwork:   * Participate in daily stand-up meetings and team planning activities, helping estimate hours/size/complexity of work items in the backlog as needed. * Communicate with Scrum Master for any issues, impediments, or roadblocks. * Conduct Demos around individual stories, as needed. * Confirm dependencies are satisfied, in preparation for Program Increment planning activities * Ensure Enabler Stories for infrastructure, platform enhancements, and Technical Debt are identified, and inform/collaborate with ES * Ensure tasks are appropriately updated/current in Rational CLM. * Participate in daily stand-up meetings and team planning activities, helping estimate hours/size/complexity of work items in the backlog as needed * Participate in team retrospectives. * Review Readiness and Acceptance criteria and dependencies (for high-level Epics), as needed * Translates business requirements into stories with acceptance criteria that support Acceptance Test Driven Development (ATDD). * Using and working in team environments that use agile methodologies |
| **Technical Architect (Full Stack Developer)** | Must have 6+ years of full-time professional experience working and leading development activities on Agile teams and using modern development tools, techniques, and methods for the creation and deployment of all layers of web applications. Is comfortable working in an agile and lean environment to routinely deploy changes. Experience using modern, open-source software to prototype and deploy front/back-end web applications, including all aspects of server-side processing, data storage, and integration with front end development. Coordinate across FDTs to develop and support common, reusable libraries and solutions.  **Required Experience:**   * Java Development: JDK1.8 and 11, MDC, Http Filters, Loggers, Concurrence, Security, JPA, JUnit * Spring Projects: MVC, Boot, WebFlux, Cloud, Test, Security, Cache, JPA * Persistence: Relational Databases (Ex: Oracle, PostgreSQL), NoSQL Databases (ex: MongoDB, DynamoDB, etc) * DevOps: Maven, Build pipelines (Jenkins or other), Code quality tools (SonarQube or other), Nexus, Git * Client Development: HTML5, JavaScript Front-End Framework (React, Angular, Vue, Fluent or other), CSS3   Preferred Experience:   * JBoss EAP * Client Development: Node.js, NPM, Babel, Webpack, React, Create React App, Jest, Testing Library, Selenium * Standards:   + Web: CSS, HTML5   + Accessibility: WCAG 2.0 (Section 508/WCAG 2.0 AA) and WAI-ARIA   + Multi-Lingual: Accessibility Standards (a11y), Internationalization (i18n) and Localization (l10n) * Other Skills: Splunk, Excel, PowerPoint.   **Primarily responsible for:**   * Ability to perform all roles and responsibilities of both a Senior Back-End Developer and a Senior Front-End Developer, as defined in the corresponding sections in this document, when necessary. |
| **Technical Integrator** | The Technical Integrator shall have a full understanding of the technical approach to be used by the Contractor’s development team and shall be responsible for ensuring that the Contractor’s development team follows that approach. The Technical Integrator is responsible for technical quality and coordination with government technical leads throughout IT and shall be available during normal hours of operation.  The Technical Integrator shall have at least seven (7) years of demonstrated experience managing projects of similar size and possess a DevOps and Cloud certification in good standing, at the time of contract award and throughout the period of performance or have a minimum of 7 years of relevant experience.  It is desired that the Technical Integrator have the following qualifications:   * A Bachelor’s degree in Information Technology, Computer Science, Information Systems, Project Management, or related field. * Experience in organizing, directing, and managing multiple, complex, and interrelated application development and testing tasks. * Experience in implementing Taxpayer Experience Platform * Experience in design, architecture and implementing digital services products |
| **Database Administrator (Oracle/PostgreSQL/AWS RDS)** | Experience with Oracle database design, implementation, and maintenance. Provides technical support to application development teams and assists with impact analysis of changes due to development, testing, and production usage. Has a good knowledge of operating systems, physical database design, Oracle tools, code migration, database changes and data and menus through the various stages of the development life cycle.   * Generate complex queries and reports. * Provide first level operational support for development and production database systems. Consists of Monitoring and optimizing database performance and operations. * Participate in the design of data mining and data warehousing of systems. * Develop data dictionaries, data models, metadata repositories, and other data management tools. * Produce database data models and ETL (Extract, Transform, and Load) design for integrating source data into data management systems with technical implementation details (added this to cover creating test driven Acceptance Criteria in user stories) to satisfy application (business and technical) requirements * Ensure compliance with data management standards. Recommend new or modified standards to increase efficiency. Recommend performance enhancements such as increasing storage capacity or modifying interfaces. * Plan and coordinate the migration of data to a newer version of a database management system. * Perform a wide range of database administration functions, including running test queries, troubleshooting database problems, maintaining version control of database entities, advising customers on new database features, and leading studies to evaluate the effectiveness of current database methods and procedures. * Meet with product owner and technical team members to gather and analyze application requirements * Provide written status reports regarding project status, task, and issues/risks * Establishing database development standards for the other developers * Reviewing database code and queries to make sure standards are met * Building sandbox, integration and test database environments for developers and testers * Creating database user accounts and granting appropriate privileges to those accounts * Supporting the developers and testers and making sure that there are no impediments to the development team   Database Support (Oracle/Linux)  The Oracle Real Application (RAC) and Replication Support Section is requesting 1 Senior IT Specialist (Oracle/Linux –RAC, GoldenGate and DataGuard) who shall possess significant skills, expertise, knowledge, and experience to provide and perform the following: Senior IT Specialist augmented support  Senior IT Specialist who will:   * Troubleshooting of complex Red Hat Linux issues in a RAC environment. * Troubleshooting experience with data Configuration and Replication. * Recommend, review, and validate RAC configuration design for optimal performance. * Support EOPS DBSB project work as needed. * Will provide knowledge transfer/training to current IRS support staff. * Experience with RMAN, NetBackup, GoldenGate and DataGuard. |
| **Project Manager (Technical Integrator/Environments)** | 8+ years of experience leading and being familiar with analyzing, scoping, solutioning, planning and performing as a technical, cross-team lead for large scale complex digital/web solutions. Highly experienced in working across the entire SDLC.  Primary responsibilities include:   * Ability to perform all roles and responsibilities of a Full Stack Developer, as defined in the corresponding section in this document, when necessary. * Elaborate and communicate the system level solution through engagement with the various stakeholders including AD tech advisors and management, ES, Cybersecurity, Privacy Office, Product Owners, Release Managers, OLS, PMO(s), etc. * Identify and ensure the solution includes critical interfaces * Identify, document, and estimate effort/time associated with implementation tasks * Identify and document constraints, dependencies, and assumptions * Identify, document and work to mitigate risks * Develop actionable plans for work sequencing, including milestones and high-level activities appropriate for inclusion in program level integrated master schedules (IMS) * Represent AD at various technical and program level meetings, including providing progress/status against assigned action items and deliverables * Produce concise and complete meeting minutes, necessary for AD leadership to understand meeting outcomes and act/provide guidance as required. * Ensure story boards, epics, user stories and associated tasks are clearly, concisely, and completely defined so that they are actionable, scopes do not overlap and Agile INVEST criteria is met. * Ensure the architectural, engineering, and detailed design approach to implementing stories complies with enterprise and program level requirements, including those specified in IRS IRMs, Non-Functional requirements (example: IRS RPLRs), Guardrails, etc. * Ensure all non-functional requirements are considered from product inception and are met at each stage of the SDLC. * Assist with technical code demonstrations, validation of peer code, and production hardening checklists. * Identify, organize, and lead technical stakeholder elaboration discussions to ensure the solution meets business needs. * Produce PowerPoint decks and other work products that assist in explaining concepts, presenting alternatives, “selling” concepts/approaches, and documenting decisions. * Identify root cause of production incidents, write users stories, lead the development of code, and drive delivery of incident resolution to deploy and validate production incidents. * Work with production support to review production performance data and identify technical debt. Write stories and assist in prioritizing technical debt in the O&M backlog. * Lead the development of technical debt stories. * Work with Solution engineering to review production performance data to improve system performance. * Ability to quickly understand the Enterprise infrastructure (including all back-end legacy and modernized systems) and interfaces between systems. Where documentation on these systems is incomplete, document this information in an IRS-hosted OneNote (or other common documentation repository) to facilitate future understanding. * Ability to act as a systems analyst and direct the program-wide teams as necessary. * Ability to understand integration points and architecture, assist with troubleshooting, and make recommendations for enhancements. * Ensure there is alignment between stories and production KISAM tickets. * Prioritize stabilization and filing season readiness stories correctly, based on direction from AD management. * Directly collaborate with, communicate with, align with, and take direction from AD IRS Tech Advisors and specific AD IRS SMEs on a very frequent (daily) basis. Solutions, designs, and code should be worked hand-in-hand with Tech Advisors and Tech Leads, rather than worked separately with results presented later. Teams’ channels, chats and frequent voice meetings should be used to ensure Tech Integrators and Tech Advisors are in alignment. |
| **Delivery Manager**  **(Scrum Master/Business Analyst)** | Must have 3+ years of Scrum Master experience in a medium to large Agile enterprise. Preferred to also be certified Scrum Master. Familiar with a range of digital/web services and solutions, ideally where open source and agile development methodologies have been applied. An eye for detail, excellent communication skills, ability to rationalize complex information to make it understandable for others to work, and ability to interrogate reported information and challenge sources where inconsistencies are found.  **Primarily responsible for:**   * Skilled in IIBA best practices, in-depth analysis and system understanding. * Ability to coach teams to Agile practices * Ability to evaluate Agile methodology currently being followed by teams and propose and implement shift towards industry best practices. * IRS institutional knowledge and in-depth understanding of the OLA program, delivery partners, and system design. * Expert experience in requirements gathering, writing, tracing, and managing, i.e. User Story Map, Use Case development, User Story writing, INVEST criteria, and dependency mapping. * Analyzing propositions and assessing decision-making factors such as strategic alignment, cost/benefit, and risk * Work closely with the Product Owners and Product Manager to define a product approach to meet the specified user need * Developing product roadmaps, backlogs, and measurable success criteria, and writing user stories (i.e., can establish a path to delivery for breaking down stories) * Define skill requirements and map internal, agency, and external (partners’ /specialist contractors) resources * Analyze and map project risks approach and propose mitigation solutions * Define how the predicted user and financial benefit can be realized, and how channel shift shall be measured * Make recommendations for action against analysis performed * Manage, coordinate, organize, update grammar, and maintain on a regular basis documentation that is clear, concise, organized, and easily accessible. This documentation will be for current and future reference and will utilize existing IRS tools, for example OneNote and README files. This should include system architecture diagrams, flow diagrams, class diagrams, sequence diagrams, Swagger docs, JavaDocs and other diagrams as appropriate. This documentation should be written so that future team resources can easily assimilate and understand the referenced topics. This documentation should be consolidated and contained within a systems-level, holistic documentation suite, with a hierarchical structure that is easy to navigate and understand at both the high and detailed level. Format, location, and paradigm of this documentation to be collaboratively defined along with AD management and tech advisors. |
| **System Administrator** | Must have 3+ years of full-time professional experience working as a System Administrator. Experience installing, configuring, and maintaining software products, both COTS and custom software. Experience in detailed analysis and configuration of operating system settings, especially as they affect installed software products. Experience with DevOps concepts and openness to increasing their DevOps competencies further when given the opportunity to do so. Experience working with customers to ensure requirements utilize best software installation and configuration practices, and to ensure software is installed according to specifications.  **Required Experience:**   * RedHat Linux 7+ * Operating system configuration best practices (including firewalls, network i/o, file management, etc.). * Virtual Machines * Familiarity with Kubernetes (OpenShift, AWS EKS or other) * Familiarity with Service Mesh (ISTIO or other) * Production monitoring tools (AppDynamics or other)   **Preferred Experience:**   * Kubernetes (RedHat OpenShift, AWS EKS, or other) * Service Mesh Configuration (ISTIO or other) * RedHat Products (JBoss Data Grid, JBoss EAP) * General knowledge of Spring Boot and Cloud configuration * Microservices architecture * Tomcat, Netty, Nginx   **Primarily responsible for:**   * Support the installation, customization, and configuration of IRS digital application software assets throughout all environments. * Support FDT product development to ensure operational readiness. * Provide expertise and services in installing, configuring, and maintaining products (for example, Web Apps applications, IRS Common libraries, COTS products, Open-Source products) and the operating system environment (RHEL virtual machines, OpenShift) within all environments at the IRS (for example, Dev, Test, Pre-Prod, Prod, DR). * Support operations and configurations of products and operating system environment through all stages in the SDLC. * Support deployment and test in lower environments (for example, update OpenShift and ISTIO configurations, create/maintain mount points, update file and directory permissions, setup jobs to manage logs) * Support performance testing activities (for example, monitoring logs, monitoring server resources). * Create and maintain software configuration in lower environments and in production environments to ensure production readiness. * Develop and maintain scripts and other configuration files for all products and the operating system environment, across all environments (for example, configuring java application to run as services, creating scripts to be run for ETL operations) * Validate the technical stack is consistent across all environments (for example, Dev, Test, Pre-Prod, Prod, DR, IEP) and all layers (OS configurations, scripts, COTS product configuration * Provide direction, review, and make recommendation for the development of consistent scripts to configure, manage and deploy. * Willingness and ability to quickly learn and adapt to new technology stacks as needed. * Provide support, best practices, White Paper and COH documentation in the continued operations of the installation and maintenance of all software assets in all environments. * Engage in troubleshooting for the issues and mitigations of all software installations in all environments. * Provide services in installing, configuring, and maintaining all software (COTS, Open-Source, and IRS-developers) in all environments at the IRS. * Provide all levels of OS support for all server’s pre-prod and production environments and shall participate in the following activities at the direction of the Government to achieve the desired outcomes. * Support current and future digital products in all IRS environments * Provide 1st level Linux support of the business applications, middleware such as JBoss and COTS products. * Provide expertise in using system administration and monitoring tools for all IRS environments. * Support activities involving maintenance and proper implementation of Transmittals. * Support for maintaining other related projects/applications on the Linux environment. * Support for maintaining connectivity and monitoring of interfaces with other IRS-internal and IRS-external systems (for example, legacy systems and RESTful endpoints). * Support of the problem/request ticket management and triaging issues associated with software assets. Development or updates to knowledge articles. * Contractors will be required to provide knowledge transfer to include shoulder-to-shoulder training to IRS staff; establish/update documents and processes to support business application administrative duties for software assets.   ECC, Test Administration Branch (TAB) will need a Senior IT Specialist to successfully implement the lower environment then transition to Production:   * Rules and Guidelines for Standard Operating Procedures (SOP) * Reports completed daily for business application support which includes but are not limited to transition to implementation status, server monitoring/status, processing, and Filing Season. * Middleware and COTS software support which includes Operating System and other software assets for all environments. * Support work that may include weekends. * Support through transition phase (Triaging KISAM tickets, SRT, and RCA).   ECC, Server Product and Application Support Branch 3 (SPASB3) will need an IT Specialist to successfully maintain and support the Production environment:   * Rules and Guidelines for Standard Operating Procedures (SOP) * Reports completed daily for business application support includes front-door reports such as implementation, receipt, and transition status. Other reports could include server monitoring/status, processing, Filing Season checklists, etc. * Business Application Administrator (BAA) supports application, Operating System (OS) and other software assets in the Production environment. * Support shift work in a 24x7 IT environment * Support production (Triaging KISAM tickets and participating in SRT and RCA). |
| **Program Business Analyst** | * Experience in business process analysis and system analysis to move to digital services; facilitating prioritization sessions and executive briefings; knowledge and experience in Lean Business Case development; preparation of executive materials for briefings; experience in process improvements and implementation; experience in problem solving; Solid understanding of Agile methodologies and other software development methodologies * Experience in and knowledgeable of multiple information technology systems, and activities to improve or enhance internal processes. Strong analytical skills to examine systems and processes and extrapolate solutions after reviewing data that provide ways to improve or enhance internal processes. Technical proficiency in relevant languages and development tools. Through understanding of structured programming principals, system analysis techniques, system design, industry standard testing principles, system implementation; Experience in documenting findings and proposes problem resolution alternative; experience in conducting thorough problem analysis regarding technical systems and application programs; knowledge of agile program management trends in order to incorporate relevant applications |
| **Sr. Business Architect** | * The Contractor Support and Management should be well versed and able to develop the assigned artifacts, have a deep understanding of how the EA and ELC Agile process works, and the ability to clearly articulate and translate the instructions provided by the IRS EA SME * Plan for and conduct artifact review process, per the IRS guidelines, and ensure that all the artifacts are communicated with and reviewed by the relevant stakeholders, and their comments and feedback are addressed prior to sending the artifact for signature. * Coordinate and conduct the artifact signature process; and ensure that artifacts will be distributed for signature in a timely manner and signatures are received by the planned timeline * Communicate with and escalate the issues and risks, impacting the on-time completion of artifacts, to PPR manager * Provide recommendations and input for improving the documentation process. * Participate in the meetings/briefings directed by IRS Delivery and provide status of assignments and present impediments * Maintain all the artifacts in in program SharePoint designated folders and/or other repositories defined by the IRS. Identify stories that would require documentation updates * Provide assessment for developing roadmap and analyze new business products and emerging technology |
| **Sr. System Engineer** | * Minimum of 10 years of experience in developing full-stack Java web-development projects * SKILLS – Java Development, Spring Framework, Oracle, SQL, noSQL DB, AWS Cloud development & Migration experience, AWS Certification * Work with enterprise partners to develop solution concepts * Extensive experience in Cloud architecture, Microservice-based scalable solution design, cloud service and infrastructure assessment, security and networking knowledge and solid engineering background (both formal education and experience perspective) are required |
| **Sr. Technical Architect** | * The Contractor Support and Management should be well versed and able to develop the assigned artifacts, have a deep understanding of how the EA and ELC Agile process works, and the ability to clearly articulate and translate the instructions provided by the IRS EA SME. * Plan for and conduct artifact review process, per the IRS guidelines, and ensure that all the artifacts are communicated with and reviewed by the relevant stakeholders, and their comments and feedback are addressed prior to sending the artifacts for signature. * Coordinate and conduct the artifact signature process; and ensure that artifacts will be distributed for signature in timely manner and signatures are received by the planned timeline. * Communicate with and escalate the issues and risks, impacting the on-time completion of artifacts, to PPR manager. * Provide recommendations and input for improving the documentation process. * Participate in the meetings/briefings directed by IRS Delivery and provide status of assignments and present impediments * Maintain all the artifacts in in program SharePoint designated folders and/or other repository defined by the IRS. Identify stories that would require documentation updates * Provide technical assessment for developing roadmap and analyze new business products and emerging technology * Provide technical analysis and sizing information for lean business cases |
| **UX Researcher** | Required experience:   * 2+ years of experience in conducting user research for digital products or services. * Proficiency in qualitative and quantitative research methods, including interviews, surveys, usability testing, and data analysis. * Strong communication and collaboration skills with cross-functional teams.   Primarily responsible for:   * Planning and executing user research studies to uncover insights into user behaviors, needs, and preferences. * Conducting in-depth interviews, contextual inquiries, and usability testing sessions with target user groups. * Analyzing research findings and synthesizing actionable insights to inform product design decisions. * Collaborating closely with UX designers, product managers, and developers to translate research findings into user-centered design solutions. * Advocating for user needs and design principles throughout the product development lifecycle. * Continuously monitoring and evaluating the effectiveness of design solutions through user feedback and iterative testing. |
| **UI/UX Designer** | Required experience:   * 3+ years of experience in user interface design for web, mobile, or desktop applications. * Proficiency in design tools such as Adobe XD, Sketch, Figma, or InVision. * Strong portfolio demonstrating a deep understanding of user-centered design principles and visual aesthetics. * Excellent communication and collaboration skills with stakeholders and development teams.   Primarily responsible for:   * Collaborating with UX researchers to understand user needs, goals, and pain points. * Developing wireframes, prototypes, and high-fidelity mockups to visualize design concepts and interactions. * Creating intuitive and visually appealing user interfaces that enhance user experience and usability. * Ensuring designs are accessible, responsive, and comply with industry standards and best practices. * Iterating on designs based on user feedback, usability testing results, and stakeholder input. * Working closely with developers to implement design specifications and maintain design consistency across products and platforms. |
| **Visual Designer** | Primarily responsible for:   * Creating visually compelling graphics, icons, and branding elements that align with project goals and target audience. * Developing style guides, design systems, and visual standards to ensure consistency across products and platforms. * Collaborating with UX/UI designers to integrate visual design elements into user interfaces and interactive experiences. * Incorporating feedback from stakeholders, usability testing, and design critiques to refine and iterate on visual designs. * Ensuring designs are accessible, responsive, and optimized for various devices and screen sizes. |
| **Systems Engineer** | * Work with enterprise partners to develop solution concepts * Identify applicable stored data to be retrieved or created, and allocate them to appropriate existing or new systems * Identify interfaces to new data stores and can allocate logical data types to interfaces * Account for performance impacts and other engineering considerations (e.g., security, data locality, etc.) as part of creating feasible solution concepts * Support enterprise partners in the identification of IT dependencies \* Conduct research to support the planning for and development of the platform * Provide support for the adoption and implementation of new technologies into the environment * Understand digital application boundaries and IRS systems that may affect operation or otherwise impact the program * Has experience in IRS existing and upcoming Tier I and Tier II systems and interfaces * Coordinate completion and distribution of ES owned documentation, including SDSR, ICD (and provide support for COH, ROAD Guide, and VSA) with review partners * Coordinate and maintain ES tasks, actions, and program level assignments are completed according to established schedules * Maintain central repositories for team artifacts on SharePoint * Provide support for all team and ES meetings with the compilation/creation of update/status documentation, including reports and decks * Work with Policy and Planning to develop online ELC documentation and devise an automated method to approve Enterprise Life Cycle (ELC) documentation * Creates, updates and produce all required documentation (SDSRs, ICDs, meeting minutes, etc..) for all digital products and features. * Should technical expertise of the products and features associated with digitalization services. * Plan for and conduct artifact review process, per the IRS guidelines, and ensure that all the artifacts are communicated with and reviewed by the relevant stakeholders, and their comments and feedback are addressed prior to sending the artifact for signature. * Coordinate and conduct the artifact signature process; and ensure that artifacts will be distributed for signature in timely manner and signatures are received by the planned timeline. * Communicate the issues and risks, impacting the on-time completion of artifacts, to the SE FTE leads. * Provide recommendations and input for improving the documentation process. * Participate in the meetings/briefing directed by IRS Delivery and provide status of assignments and present impediments * Maintain all the artifacts in program SharePoint designated folders and/or other repository defined by the IRS Identify stories that would require documentation updates. * Extensive experience in Cloud architecture, Microservice-based scalable solution design, cloud service and infrastructure assessment, security and networking knowledge and solid engineering background (both formal education and experience perspective) are required * Support subprojects under OLA, BTA, Tax Pro Account, ICCE, EDCP, Cloud Migration |
| **Technical Writer** | * The technical writer shall be well versed technically and able to develop the assigned artifacts, have a deep understanding of how the EA and ELC Agile process works, and the ability to clearly articulate and translate the instructions provided by the IRS EA SME. * The technical writer shall have sound IT technical knowledge and understanding of the IRS EA enterprise standards, policies, procedures, best practices with respect to technical writing and able to translate it into the pertinent documentation. Plan for and conduct artifact review process, per the IRS guidelines, and ensure that all the artifacts are communicated with and reviewed by the relevant stakeholders, and their comments and feedback are addressed prior to sending the artifact for signature. * Coordinate and conduct the artifact signature process; and ensure that artifacts will be distributed for signature in a timely manner and signatures are received by the planned timeline. * Communicate with and escalate the issues and risks, impacting the on-time completion of artifacts, to the PPR manager. * Provide recommendations and input for improving the documentation process. * Participate in the meetings/briefing directed by IRS Delivery and provide status of assignments and present impediments * Maintain all the artifacts in program SharePoint designated folders and/or other repositories defined by the IRS. Identify stories that would require documentation updates. * 4-6 years of experience in professional writing to develop content to align with objectives. Must be proficient with Microsoft office products and management tools * Experience in summarizing technical meetings, capturing issues, documenting technical documents, white papers, charts, reports and/or manuals. and activities to improve or enhance internal processes. * Strong analytical skills to understand systems and processes and extrapolate solutions after reviewing data that provide ways to improve or enhance internal processes. * Technical proficiency to understand technical details to develop communication material for presentation and consolidate technical content into target template. * Experience in consuming raw technical details provided by the various SME’s and construct appropriate documentation to the detail and level required by the document consumers. * Experience in coordination of the display of graphics and the production of the document. Solid understanding of Agile methodologies and other software development methodologies. |
| **Security Analyst** | Experience serving as the security engineer of complex technology implementations in a product-centric environment. Bridges the gap between legacy development or operations teams and working toward a shared culture and vision. Works to ensure that developers create the most secure systems in the world while enhancing the privacy of all system users. Experience with white hat hacking and fundamental computer science concepts strongly desired. Primarily responsible for:   * Performing security audits, risk analysis, application-level vulnerability testing, and security code reviews * Developing and implementing technical solutions to help mitigate security vulnerabilities * Conducting research to identify new attack vectors * Performing security audits, risk analysis, application-level vulnerability testing, and security code reviews * Developing and implementing technical solutions to help mitigate security vulnerabilities * Conducting research to identify new attack vectors * Analyst reviews and provides feedback for all Security Artifacts * Analyst provides schedule support for security activities * Analyst leads and coordinates environment scan activities * Analyst reviews, analyzes, and tracks all environment related scan outcomes and support the remediation of low/med/high security findings * Analyst supports security engineering and compliance transformation efforts as needed * Analyst supports enterprise continuous diagnostics mitigation (CDM) effort * Analyst reviews, analyzes, and tracks all code related scan outcomes and supports FDT’s with remediation of low/med/high security findings * Analyst provides reporting on the status of code related security findings and the health of the application code base from a pre-launch security perspective * Analyst supports the Cyber Penetration Test and Code analysis team (PTCA) code submission process for final production code review * Analyst provides support to further improve the continuous security monitoring of the application code base * Analyst collaborates with code and environment scan tool owners regarding updates/fixes and identifies tool improvement opportunities * Analyst supports Cyber security assessment activities as needed * Analyst supports DevSecOps compliance and engineering activities Provides support and expertise in maintaining security-based compliance documents as agreed upon by the IRS * Support Cyber security assessment activities * Perform security audits, risk analysis, application-level vulnerability testing, and security code reviews * Review and provide feedback to all Security ELC related artifacts * Provide schedule support for security activities * Collaborate with code and environment scan tool owners regarding updates/fixes and identifies tool improvement opportunities * Review, analyze, and track all environment related scan outcomes and support the remediation of low/med/high security findings * Report on the status of Security post deployment scan items and support the remediation of low/med/high security findings from post deployment scan activities \*Report on the status of code related security findings and the health of the application code base from a pre-launch security perspective * Support the Cyber Penetration Test and Code analysis team (PTCA)’s code submission process for final production code review * Support DevSecOps compliance and engineering activities Develop and implement technical solutions to help mitigate security vulnerabilities * Conduct research to identify new attack vectors * Lead and coordinate environment scan activities * Support enterprise continuous diagnostics mitigation (CDM) effort |
| **Security Test Lead Engineer** | * Provide guidance on different areas of security technology, including network security, platform security, authentication/authorization systems application security, policy enforcement, and security frameworks * Present findings to bring all stakeholders to a common understanding of the security issues, risks, its impact, and remediation plan * Perform security research, analysis, and testing via threat modeling, vulnerability assessment, source code analysis, penetration testing, and/or social engineering across different applications, platforms, and systems * Define security testing approach and plan by working closely with Cyber, IT and developers to ensure appropriate artifacts are built into test plans * Clearly outline and document risk impacts of test findings in reports * Review and provide feedback all Security ELC related documents * Provide schedule support for security activities * Lead and coordinate post deployment scan activities * Reports on the status of post deployment scan items from a security * Support remediation of low/med/high security findings from post deployment scan activities * Support Cyber security assessment activities * Support security engineering and compliance transformation efforts as needed * Review all code related scan outcomes and supports FDT’s with remediation of low/med/high security findings * Reports on the status of code related security findings and the health of the application code base from a pre-launch security perspective * Supports the Cyber Penetration Test and Code analysis team (PTCA)’s code submission process for final production code review * Provides support to further improve the continuous security monitoring of the application code base * Support security engineering and compliance transformation efforts as needed |
| **Penetration Tester** | * Develop and review Pen Test Rules of Engagement (ROE) document * Support impact analysis for Pen Test recommendations * Maintain and validate test accounts * Update testing image and standard toolset as needed * Execute scheduled and ad-hoc penetration tests * Provide troubleshooting support as needed * Provide Pen Test Subject Matter Expertise (SME) support * Analyze data and categorize findings * Develop mitigation recommendations for each finding * Generate informal and formal findings report * Attend technical discussions to support identification of security / pen test impact * Install additional Pen test tools, as needed |
| **Automation Lead** | * Design & build test harnesses for Automation Testing * Design/Architect test automation framework and develop the new test automation libraries * Develop the Automated Regression Pack * Design & execute Regression Test Pack using frontend & backend test scripts using * Automate the Test Data Management * Design and Develop the Automated solution * Implement QA process and Automated testing for all the work streams to improve the overall testing cycle. * Participate in the development and support of the testing program aimed at supporting multiple testing efforts simultaneously. * Be a part of an ongoing effort to bring new testing knowledge into the team * Assist with test plan articulation, planning, and management of individual testing events. * Utilize appropriate testing tools for both front-end and back-end Quality Assurance * Identify testable events and develop the test cases / test scripts. * Identify and capture test data to support the test cases defined by the testing team * Leverage the testing process and test tool kit to create re-useable test assets. * Act as one of the team representatives to IT and user groups within relevant testing phases * Test Environment set-up/management, monitoring and streamline release management to QA Environments. * Participate in multiple meetings with IT owners, business owners and product or team members. * Response to technical queries Document Planning activities, Offshore coordination, Build work plan and Visio diagrams. * Describing Existing Automation Architecture, Participate in Design and Architecture Meeting. * Build and configure new interfaces to support testing activities * Participate in testing, deployment prep and actual deployment for both retail and commercial phases |
| **Automation Tester** | * Determining the scope of test automation * Selecting and using the right tool for automation * Documenting test plans, test designs, and test strategies * Setting up a test environment * Automating and executing the development of the test script * Analyzing and generating test reports * Identifying and selecting the automation test cases * Applying various designs and documenting the automation test strategy * Creating an automation test plan and getting approval * Automating the design of a framework * Implementing it as per the structure of the project * Creating, enhancing, debugging, and running the test cases * Collating and monitoring the defect management process * Managing the changes and executing regression tests * Coming up with exact solutions for problems related to object identity and error handling * Interacting with customers/clients to solve the various issues they face and updating on the situation * Requirement analysis * Creating test plans * Writing and documenting test cases * Reviewing test plans and test cases * Identifying the requirements of the test data * Testing automation * Testing execution * Keeping and maintaining a log of defects and follow-ups * Reporting and Summarizing test results |
| **Embedded Tester** | * Ensure the quality of deliverables within Agile program increment to support FDT teams for the embedded real-time software application by defining test plans, performing manual testing, and developing automated tests that cover functional, integration, system, performance, and regression aspects in alignment with customer requirements * Cover functional and non-functional aspects like security, performance, robustness, etc. in the design, quality assurance, and deployment of software deliverables * Continuously learn appropriate domain knowledge, technologies, skills, and tools needed for process improvements spanning multiple product domains * Work in agile development environment through performing in a cross-functional team and contributing to end-to-end activities of the software development lifecycle which includes analyzing requirements, developing concepts, developing tools, and supporting the CI/CD infrastructure * Work effectively with marketing, product owners, architects, and UX designers from requirements analysis, design, implementation, reviews, up to delivering project requirements in a multi-national, multi-cultural organization |
| **Performance FDT Support** | * Have adequate knowledge on agile processes, continues integration (CI) and continues delivery (CI/ CD) Approaches * Review work products (i.e., Simplified Design Specification Report (SDSR), Vision Scope and Architecture (VSA), Performance Engineering Model (PEM), Interface Control Documents (ICD), performance requirements and Reusable Program Level Requirements (RPLRs), Impact Assessment document, and Program Increment Features and Stories) * Help identify “data source / integration point” dependencies and provide estimates for testing resources * Support test strategy, test case design and development process, test case execution using Rational Performance Tester (RPT), capture performance metrics using APP Dynamics, identify performance issues and conduct issue/ defect management activities * Develop/ Update test scripts in RPT, defect logs in Rational Quality Manager (RQM) as required and notify FDT lead on risks, issues * Establish integration between Rational Quality Manager, Jenkins and Virtual Machine of Load Generating tool to conduct automated daily smoke tests and performance tests * Identify test data to be utilized or create appropriate synthetic test data * Develop RQM-based Test Plan, Agile Power point Test Plan and Report * Provide on-the-ground manual and automated functional testing, leveraging physical and cloud-based devices throughout each iteration cycle with embedded testers * Support additional adopted tool used by EST (i.e., Code Free Tools, Web Browser tools, etc.) * Provide shoulder-to-shoulder coaching and/or identification of necessary formal training opportunities for EST resources to transfer knowledge and skillsets needed for identified tools and methodologies, such as Rational Performance Tester, APP Dynamics, IBM CLM and RQM, and Jenkins * Support FDT leads in ensuring appropriate Iteration level performance tests are being automatically conducted throughout the iterations * Support Product demonstrations around individual User Stories, as needed |
| **Performance System Admin** | * Deploy, maintain, document and troubleshoot RPT infrastructure, including load generators, virtual machines and servers, endpoints, and databases Manage the set-up and configuration of systems that are used to generate load Provide documentation of all system admin/ integrator processes, and conducts knowledge sharing, and training as needed * Develop and implement maintenance procedures, monitor systems health, gather system statistics, and troubleshoot reported errors and alarms * Perform upgrades of information systems to meet the business and user needs Maintain and log changes for performance test tools, virtual machines, application servers and test environments as needed |
| **Performance Automation Engineer** | * Develop and drive scalable test automation strategy to support performance testing through the Continuous Integration (CI) process, including coaching on new methods, software, and tools * Facilitate meetings with the FDTs to identify opportunities to automate test execution, test reporting, and defect tracking activities * Integrate RPT with Rational QM using Jenkins, to allow scheduled automated performance test execution and storage of test result records in the Rational CLM suite * Develop, utilize, update, performance test mock services (stubs) * Populate and maintain test data in the stubs * Have adequate knowledge on agile processes, continues integration (CI) and continues delivery (CI/ CD) Approaches * Apply DevOPS and Agile principles to support Continuous Integration and Continuous Delivery (CI/CD) |
| **Performance Engineer (Tester)** | * Review the documentation such as Simplified Design Specification Report (SDSR), Vision Scope and Architecture (VSA), Performance Engineering Model (PEM), Interface Control Documents (ICD), Reusable Program Level Requirements (RPLRs), Impact Assessment document, and Program Increment Features and Stories) * Have adequate knowledge in test concurrency, arrival rates, scheduling, benchmarking, tuning, throughput, latency, resource utilization, performance modeling, baseline, benchmark, bottleneck, memory leaks, Ramp up and down. * Have adequate knowledge on performance test types such as Load, Endurance, Stress, Spike, Scalability and Volume * Have adequate knowledge in the roles of scalability, capacity, and reliability as quality attributes, performance requirements and performance acceptance criteria * Have adequate knowledge in data architecture, test data management, database management, data modelling and data security * Have adequate knowledge in system/ solution architecture, and presentation, security, business, and data layers * Have adequate knowledge on agile processes, continues integration (CI) and continues delivery (CI/ CD) Approaches * Help Develop test strategy test scenario based on scope, performance requirements and acceptance criteria * Participate and contribute to Deep Dive meeting with Solution Engineering and help develop nonfunctional requirements * Develop component level requirements based on performance requirements * Develop performance engineering model (PEM) and Impact Assessment document (per iteration) * Collect production matrix on current production usage using APP Dynamics and develop performance model based on usage peak * Lead the root cause analysis sessions and tuning sessions * Monitor test execution, conduct technical analysis on test reports, identify performance issues/ problems, work with AD/ ES to resolve performance issues/problem, provide recommendations and lessons learned |
| **Business Analyst (Product Planning)** | The contractor must have 7+ years of roadmap and solution planning. Strong skills in planning, scheduling and engagement with stakeholder, and project management.   * Experience in business process analysis and system analysis associated with taxpayer products to move to digital services; facilitating prioritization sessions and executive briefings; knowledge and experience in Lean Business Case development; preparation of executive materials for briefings; experience in process improvements and implementation; experience in problem solving; Solid understanding of Agile methodologies and other software development methodologies * A Bachelor’s degree in Information Technology, Computer Science, Information Systems, Project Management, or related field. * Experience in organizing, directing, and managing multiple, complex, and interrelated project tasks. * Experience in effectively communicating at senior executive levels within a customer organization. * Experience in effectively communicating with leadership of other contractors. * Experience in meeting with customer and contractor personnel to formulate and review task plans and deliverable items, and effectively execute in accordance with approved plans. * Facilitating prioritization sessions and executive briefings * Experience in implementing Taxpayer Experience Platform Must be proficient with Microsoft office products and management tools and CLM. |
| **Technical Engineer and Architect (Product Planning)** | 7+ years of Solid technical background to help drive the technical dependency and sizing for prioritization and great understanding of Agile methodologies and other software development methodologies.   * Experience in and knowledgeable of multiple information technology systems, and activities to improve or enhance internal processes. * Strong analytical skills to examine systems and processes and extrapolate solutions. Experience in business process analysis and system analysis to move to digital services; facilitating prioritization sessions and executive briefings; knowledge and experience in Lean Business Case development and roadmap strategic development. * Preparation of executive materials for briefings; experience in process improvements and implementation; experience in problem solving |
| **Program Analyst** | Experience planning and managing agile projects. Knowledge of agile practices and ceremonies. Strong facilitation skills with the ability to engage both Business and IT delivery partners. |
| **Release Management support** | 5+ years of release management experience in and knowledgeable of multiple information technology systems, and activities to improve or enhance internal processes. Strong analytical skills to examine systems and processes and extrapolate solutions after reviewing data that provide ways to improve or enhance internal processes. Experience in system implementation; documenting findings and proposes problem resolution alternative; experience in conducting thorough problem analysis in regard to technical systems and application programs; knowledge of agile program management trends in order to incorporate relevant applications  Must be proficient with Microsoft office products and management tools and CLM. |
| **Communications Lead (Senior Technical Writer)** | 8+ years of experience in professional writing to develop content to align with objectives. Must be proficient with Microsoft office products and management tools   * Experience in summarizing technical meetings, capturing issues, documenting technical documents, white papers, charts, reports and/or manuals. and activities to improve or enhance internal processes. * Strong analytical skills to understand systems and processes and extrapolate solutions after reviewing data that provide ways to improve or enhance internal processes. * Technical proficiency to understand technical details to develop communication material for presentation and consolidate technical content into target template. * Experience in consuming raw technical details provided by the various SME’s and construct appropriate documentation to the detail and level required by the document consumers. * Experience in coordination of the display of graphics and the production of the document. Solid understanding of Agile methodologies and other software development methodologies. |
| **Scheduler** | Experience in developing, managing, and maintaining project schedules; Coordinates and leads the project planning and scheduling activities and contributes to the development of a comprehensive project plan in coordination with other team members; Experience in the Creation of both project and portfolio level integrated master schedules; Establish task durations and logical relationships among the tasks for sequencing; Review, analyze and manage project schedule performance and changes for all products and report discrepancies or schedule risks to the Release Managers and Stakeholders; experience in administering schedule change control process; and serve as an expert resource engineers and maintain a thorough knowledge of new technologies and scheduling software. |
| **Business Analyst (Elaboration Product Lead)** | Must have 3+ years of Business Analysis experience in a medium to large Agile enterprise. Preferred to also be certified IIBA. Familiar with a range of digital/web services and solutions, ideally where open source and agile development methodologies have been applied. An eye for detail, excellent communication skills, ability to rationalize complex information to make it understandable for others to work, and ability to interrogate reported information and challenge sources where inconsistencies are found.  Primarily responsible for:   * Skilled in IIBA best practices, in-depth analysis and system understanding. * Skilled requirements gathering, decomposition, and cataloging with associated traceability. * Ability to coach teams to Agile practices * Ability to evaluate Agile methodology currently being followed by teams and propose and implement shift towards industry best practices. * IRS institutional knowledge and in-depth understanding of the OLA program, delivery partners, and system design. * Expert experience in requirements gathering, writing, tracing, and managing, i.e., User Story Map, Use Case development, User Story writing, INVEST criteria, and dependency mapping. * Analyzing propositions and assessing decision-making factors such as strategic alignment, cost/benefit, and risk * Work closely with the Product Owners and Product Manager to define a product approach to meet the specified user need * Developing product roadmaps, backlogs, and measurable success criteria, and writing user stories (i.e., can establish a path to delivery for breaking down stories) * Define skill requirements and map internal, agency, and external (partners’ /specialist contractors) resources * Analyze and map project risks approach and propose mitigation solutions * Define how the predicted user and financial benefit can be realized, and how channel shift shall be measured * Make recommendations for action against analysis performed * Manage, coordinate, organize, update grammar, and maintain on a regular basis documentation that is clear, concise, organized, and easily accessible. This documentation will be for current and future reference and will utilize existing IRS tools, for example OneNote and README files. This should include system architecture diagrams, flow diagrams, class diagrams, sequence diagrams, and other diagrams as appropriate. This documentation should be written so that future team resources can easily assimilate and understand the referenced topics. This documentation should be consolidated and contained within a systems-level, holistic documentation suite, with a hierarchical structure that is easy to navigate and understand at both the high and detailed level. Format, location, and paradigm of this documentation to be collaboratively defined along with AD management and tech advisors. |

C.6.18 Task Area 18 - Transition (BPA)

Within 60 calendar days of the completion of performance of this task order (or as designated by the IRS), the contractor shall fully support the transition of the contractor’s work that is turned over to another entity, either government or a successor contractor. The contractor shall assist with transition planning and shall comply with transition milestones and schedules of events.

The contractor shall be responsible for the implementation of the transition and application cutover activities. The transition shall cause no disruption in development services or operations.  To ensure the necessary continuity of services and to maintain the current level of support, IRS may retain services of the incumbent contractor for some, or all, the transition period, as may be required.

The contractor shall be responsible for the transition of all technical activities identified in this task order. As part of the transition, the contractor shall be responsible for:

* Inventory and orderly transfer of all Government-Furnished Property (GFP), to include hardware, software, and licenses, Contractor Acquired Government Property, and Government Furnished Information (GFI)
* Transfer of documentation currently in process
* Transfer of all software code in process
* Certification that all non-public IRS information has been purged from any contractor-owned system
* Participate in knowledge transfer activities in accordance with the transition plan
* Provide members to and participate in transition management team

If the government provides a Transition-Out Plan template, the contractor shall complete it as assigned; otherwise, the contractor shall submit a Transition-Out Plan at the direction of the government. The Transition-Out Plan shall:

* Document the strategic approach
* Identify equipment, hardware, software, documents, and other artifacts that are included in the transition
* Document milestones and schedules
* Document work in progress
* Identify transition risks and risk mitigation
* Define roles and responsibilities
* Define transition approval authorities and lines of communication

# **C.7.0 ADDITIONAL TERMS AND CONDITIONS**

# **C.7.1** **Task Order Administration**

# C.7.2 Issuance of Task Orders

The Contracting Officer (CO) will issue a Hybrid contract mix of Firm-Fixed Price (FFP) and Labor Hour (LH) Task Orders based on the requirements and needs of the Internal Revenue Service (IRS). All labor categories/labor rates shall be from the established BPA(s) against the successful schedule holders GSA Multiple Award Schedule (MAS) with firm-fixed priced line items. In accordance with FAR 8.405-3(c)(2), task orders issued under the established BPA(s) shall be accomplished in accordance with the procedures outlined below.

**The Contracting Officer will issue FFP Task Orders using the following ordering process:**

1. The Contracting Officer (CO) will email Request for Quote (RFQ) to successful schedule contractors, consisting of PWS (SOO/SOW based on requirement) and 508 requirement templates.
2. Contractors shall acknowledge receipt via return e-mail.
3. All quotes shall be provided in accordance with the instructions set forth in the TO’s PWS. Contractor’s response shall include submission of FFP technical/price quote detailing labor categories with labor hours and rates, and Key Personnel resumes of quoted resources. Furthermore, the price quote should be structured with a Labor Category breakdown showing how price was formulated by Task Area and/or designated FDT.

**Example: (Note: expand for the number of task areas in the Task Order)**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Task Order 00XX FFP Labor - Price Breakdown by Task** | | | | |  | |  |  | |
| **Period of Performance:** | | | | | | | | | |
| **Task Area** | **Labor Category** | | | **# FTE** | **Hourly Rate** | | **Hours** | **Price** | |
| **Task 1:** |  | | |  |  | |  |  | |
|  | | |  |  | |  |  | |
|  | | |  |  | |  |  | |
| **Task 1 - Total Hours & Price** | | |  |  | |  |  | |
| **Task Area** | **Labor Category** | | | **# FTE** | **Hourly Rate** | | **Hours** | **Price** | |
| **Task 2:** |  | | |  |  | |  |  | |
|  | | |  |  | |  |  | |
|  | | |  |  | |  |  | |
| **Task 2 - Total Hours & Price** | | |  |  | |  |  | |
| **Task Area** | **Labor Category** | | | **# FTE** | **Hourly Rate** | | **Hours** | **Price** | |
| **Task 3:** |  | | |  |  | |  |  | |
|  | | |  |  | |  |  | |
|  | | |  |  | |  |  | |
| **Task 3 - Total Hours & Price** | | |  |  | |  |  | |
| **FFP Price Summary Table for Task Order 00XX** | | | | | |  | | |  |
| **Task Area** | | **Price** | | | |  |  |  |  |
|  |  |  |  |
| Task Area 1 | |  | | | |  |  |  |  |
| Task Area 2 | |  | | | |  |  |  |  |
| Task Area 3 | |  | | | |  |  |  |  |
| **Grand Total Price** | |  |  | | |  |  |  |  |

1. The CO will forward technical/price quote with resumes to the Evaluation Team(s) to evaluate against criteria set forth in Task Order RFQ.
2. Based on provided evaluation, CO will review, discuss, and engage in negotiations (if necessary); and
3. Award task order.

Upon Task Order (TO) award, the Contractor shall perform all services ordered within the negotiated firm-fixed price. Any changes to the TO will be issued in writing via order modification (only by Contracting Officer) setting forth any additional or decreased obligations by the Government.

# C.7.3 Kickoff Meeting

Within five (5) business days of award of Task Order(s), the contractor shall meet with government representatives at a mutually agreeable location in the Washington, DC area or via teleconference.

* **Task Order Level** – The **Contractor** will coordinate and send “calendar meeting invite” with agenda for meeting. The meeting shall include an introduction of those in attendance, discussion of assigned personnel status, location of work, etc. The Contractor shall provide meeting notes (inclusive of follow-up actions) to the government within five (5) business days of holding the meeting.

# C.7.4 Task Order Deliverables and Work Products

This task order requires formal deliverables (designated by a “D” in the table below”) and work products (designated by a “W” in the table below”)

Deliverables must be delivered to the Contracting Officer’s Representative (COR) in electronic format (Work, Excel, Power Point (PPT) and/or Visio). The monitoring method for deliverables is identified by an established percentage of surveillance in the performance metrics table. The COR or his/her representative will provide written feedback on deliverables within ten (10) business days. The contractor shall provide revisions within ten (10) business days of receipt of required revisions. The COR will provide written acceptance of all deliverables. The Acceptable Quality Level (AQL) deliverables are subject to COR approval.

Work products must be delivered to the task order program manager or designee in electronic format (Work, Excel, Power Point (PPT) and/or Visio).

Task Order Deliverables and Work Products Table

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TASK AREA / DELIVERABLE NO.** | **TITLE** | **DUE DATE OR FREQUENCY** | **DELIVERED TO** | **DELIVERABLE (D) OR**  **WORK PRODUCT (W)** |
| NA | Quality Control Plan (QCP) | Kickoff Meeting | COR | D |
| NA | Non-Disclosure Agreement (NDA) | At TO Award | COR | D |
| NA | Organizational conflict of interest (OCI) | At TO Award | COR | D |
| NA | Kick Off Meeting Materials per section 7.2 | Within 5 business days of TO Award | COR and Task Order Program Manager (TO PM) | D |
| 6.1 | Orientation Briefing Meeting Minutes | Within one week of meeting | COR and TO PM | W |
| 6.2 | Written Status Report | Last day of each Month | COR and TO PM | D |
| 6.3 | Work Products as specified in section 6.3 | Ad Hoc or as priorities established by Business and/or technical analysis | PM | W |
| 6.4 | Work Products as specified in section 6.4 | Ad Hoc or as priorities established by Business and/or technical analysis | PM | W |
| 6.5 | Work Products as specified in section 6.5 | Ad Hoc or as priorities established by Business and/or technical analysis | PM | W |
| 6.6 | Work Products as specified in section 6.6 | Ad Hoc or as priorities established by Business and/or technical analysis | PM | W |
| 6.7 | Work Products as specified in section 6.7 | Ad Hoc or as priorities established by Business and/or technical analysis | PM | W |
| 6.8 | Work Products as specified in section 6.8 | Ad Hoc or as priorities established by Business and/or technical analysis | PM | W |
| 6.9 | Work Products as specified in section 6.9 | Ad Hoc or as priorities established by Business and/or technical analysis | PM | W |
| 6.10 | Work Products as specified in section 6.10 | Ad Hoc or as priorities established by Business and/or technical analysis | PM | W |
| 6.11 | Work Products as specified in section 6.11 | Ad Hoc or as priorities established by Business and/or technical analysis | PM | W |
| 6.12 | Work Products as specified in section 6.12 | Ad Hoc or as priorities established by Business and/or technical analysis | PM | W |
| 6.13 | Work Products as specified in section 6.13 | Ad Hoc or as priorities established by Business and/or technical analysis | PM | W |
| 6.14 | Work Products as specified in section 6.14 | Ad Hoc or as priorities established by Business and/or technical analysis | PM | W |
| 6.15 | Work Products as specified in section 6.15 | Ad Hoc or as priorities established by Business and/or technical analysis | PM | W |
| 6.16 | Work Products as specified in section 6.16 | Ad Hoc or as priorities established by Business and/or technical analysis | PM | W |
| 6.17 | Work Products as specified in section 6.17 | Ad Hoc or as priorities established by Business and/or technical analysis | PM | W |
| 6.18 | Transition-Out Plan (only if required by the IRS) | 30 days prior to the end of the Task Order (TBD) | PM | W |

# C.7.5 Deliverable Acceptance Criteria: Minimal “Definition of Done”

By monitoring the contractor, the COR will determine whether the performance levels set forth in the order have been attained. The Contractor’s performance shall be evaluated using the following performance standards and Acceptable Quality Level (AQL).

Acceptable Quality Level Table

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **TASK** | **STANDARD** | **ACCEPTABLE QUALITY LEVEL (AQL)** | **METHOD OF SURVEILLANCE** | **Frequency** | **IMPACT ON CONTRACTOR**  **Incentive/**  **Disincentive** |
| Change Management  Deliverables | **100%** Deliverables Completed on Schedule | **97%** Deliverables Completed on Schedule | Random Review | As Needed | Performance evaluation in CPARS |
| Maintenance of Risks and Issues log, and logistical support for training sessions | **100%** Deliverables Completed on Schedule | **90%** Deliverables Completed on Schedule | Random review of logs | As Needed | Performance evaluation in CPARS |
| Staffing Stability | **100%**  IT professionals providing continuous, highly valued support | **95%** Contractor achieves low turnover rate.  Staff with low productivity or insufficient expertise are replaced immediately. Replacement contractor staff is at the same or higher qualifications. | monthly staff roster | Monthly | Performance evaluation in CPARS |
| Deliverable Submission | **100%** Deliverable shall be on time | **95%** Deliverables Submitted on time/Total Deliverables Submitted | 100% Inspection | Monthly | Performance evaluation in CPARS |

# C.7.6 Working Environment

As necessary, both the Contractor and the IRS may have primary responsibility for the delivery of digital service functionality. The IRS acknowledges that the Contractor’s ability to perform agile product development services depends upon close and full collaborative efforts and some roles that only the IRS can complete. The IRS will provide the Contractor with reasonable access to functional and IT stakeholders and business staff as necessary and will ensure that appropriate staff members attend and participate in the interviews, reviews, meetings, and team efforts.

Contractor personnel will not be permitted to perform under the Order(s) or have access to IRS facilities until notice of interim or final clearance (MBI) approval has been received, as defined in Internal Revenue Manual (IRM) 10.23.2 – Contractor Investigations.

# C.7.6 Place of Performance

Place of performance will be primarily at IRS facilities at NCFB in Lanham, Maryland with the following noted exceptions:

* Contractor staff will only be provided permanent workspace at the NCFB on a space availability basis
* Contractor staff may complete work at offsite facilities for meetings and activities that do not require face-to-face interaction with IRS team members and other program contractors
* Contractor staff participating in Program Increment planning sessions will be required to be onsite at the IRS collaboration spaces in B2-102, B3 North and other designated conference rooms as scheduled for the PI activities.

Software development tasks will only be performed on IRS equipment and in IRS environments. Software development work by contractors may be done at remote locations if it is on IRS issued laptops connecting securely to the IRS development environments.

# C.7.6.1 Hours of Operation

The Contractor shall conduct business during the core hours of 8:00 a.m. to 4:30 p.m. The Contractor shall always maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

***Recognized Federal Holidays***

New Year’s Day

Labor Day

Martin Luther King Jr.’s Birthday

Columbus Day

President’s Day

Veteran’s Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

**No new task orders will be issued after BPA’s last period of performance has expired.**

# C.7.7 Government Furnished Facilities/Equipment/Information

# C.7.7.1 Facilities

The planned *collaboration work area* will be **located at the New Carrollton Federal building (NCFB)** to support a rapid delivery capability. The primary planned usage for the collaboration space is a work area for developers, testers, and business Subject Matter Experts (SMEs) for day-to-day activities during Iteration / incremental cycles (e.g., using paired-programming and continuous integration models). The space will also serve as a collaboration work area for activities such as user story development, rapid prototyping, tabletop exercises, and demonstrations. Other facility locations may be considered later.

The planned *development and testing environments* will be **in Martinsburg, West Virginia, ECC-MTB), in Memphis, Tennessee (ECC-MEM)** and will be within the IRS firewall. Remote access into and out of the collaboration work area will adhere to current IRS security access controls and live data control policies. Virtual Private Network (VPN), Live Meeting, and Video Teleconferencing (VTC) will be used. While New Carrolton is the primary site for application development, team members may be located at other IRS facilities.

# C.7.7.2 Government Furnished Property (GFP)

The Government anticipates that the planned information technology GFP *(material, equipment, and/or information)* may be provided to support collaboration efforts in the performance of the task orders. This information is provided for informational purposes only. The GFP may consist of the following:

Government Furnished Property

|  |  |
| --- | --- |
| **ITEMS** | **QUANTITY** |
| Identification Badge | TBD |
| Building Access/Proximity Card | TBD |
| Desktop or Laptop with Local Area Network Access | TBD |
| Paired-programming workstations | TBD |
| Operational display monitors | TBD |
| Portable filing cabinets that double as seats | TBD |
| Electronic white boards | TBD |
| Wireless connectivity | TBD |
| VTC equipment | TBD |
| Telephones | TBD |
| Rational CLM Tools | TBD |

The Contractor shall be responsible for safeguarding all equipment, information and property provided for Contractor use. Desktop and/or Laptop computers are requested and approved on an individual basis. Equipment will be provided either directly by the designated government personnel or through a Unified Work Request to User and Network Services (UNS). The appropriate 5081 procedures for connectivity to IRS systems shall be followed.

ALL GFP Equipment shall be returned within 5 business days of the end of Task Order period of performance.

# C.7.7.3 Government Furnished Information (GFI)

GFI *(to include manuals, notes, memos, instruction materials, and other information)* may be provided in the performance of the task orders. Subject to IRS approval the contractor shall utilize and support a modern, flexible, and appropriate technology stack to include IaaS, PaaS, libraries, languages, and other tools to ensure the successful completion of projects. When applicable, the contractor shall make the utmost effort to ensure the fastest possible application coding, deployment, and scalability. Although currently Rational CLM tools (RTC, RRC, and RQM) should be used, if possible, the list of preferred tools may be modified by the IRS. Summary of specific tools to be used will be provided in Task Orders.

C.7.7.4 Rational Collaborative Life Cycle Management (CLM) and Rational Team Concert (RTC)

IRS plans to use Rational Collaborative Life Cycle Management and Rational Team Concert as the primary software development collaboration tool for agile planning, process definition, source control, defect tracking, and build management.

# C.7.8 Travel Expenses

Travel may be required by the contractors to achieve tasks of individual Task Orders. Task orders contemplating travel will have a specific Travel CLIN. Travel requires written pre-approval by the Contracting Officer Representative (COR**).**  Travel and per diem will be reimbursed at cost in accordance with the limitations set forth in FAR 31.205-46 and the General Services Administration’s Federal Travel Regulations (FTR). Profit must not be applied to the travel costs. Local travel may be required for on-site meetings, etc.

Travel expenses of contractor personnel located in or near “place of performance” location is not reimbursable; for example, contractor personnel located in:

* Metro DC area will not be reimbursed for travel to New Carrollton; or
* Utah will not be reimbursed for travel to Ogden.

# C.7.9 Quality Control Plan

The Contractor shall prepare a Quality Control Plan (QCP) for the work to be conducted under this TO. The purpose of the QCP is to outline a strategy and identify mechanisms for ensuring that all products and services meet quality standards for completeness, accuracy, and timeliness. In the plan, contractors must describe the quality control methods they would employ to ensure that the requirements of the task order(s) are provided as specified. Contractors must state how they would manage the program and perform functions such as configuration management, the application of industry standards, and use of best practices, version control, security monitoring, preventive maintenance, and training for personnel. Additionally, contractors should describe what monitoring techniques (e.g., inspection regimen, customer input, audits) they would use to ensure the effectiveness of such activities.

The Contractor shall submit the QCP electronically at the Task Order Award Kickoff Meeting. After acceptance of the quality control plan the Contractor shall receive the Contracting Officer’s acceptance in writing of any proposed change to this QC system.

# C.7.10 Invoicing and Payment Instructions

The COR(s) will review accepted work and reporting to coincide with invoiced amount before receipt and acceptance.

1. Invoices shall be submitted electronically in accordance with provided Invoice Processing Platform (IPP) information below in Clause 1052.232-7003. Internet Payment Platform (IPP) is a secure web-based electronic invoicing and payment information service available to all Federal agencies and their suppliers. Effective October 1, 2012, invoicing through IPP will be mandatory for all new contract awards. Additional information regarding IPP may be found at the IPP website address <https://www.ipp.gov>. Contractors must complete the contractor point of contact information below and submit it with their quote submissions. For IRS Task Orders contractors may contact the IRS’s IPP Helpdesk for assistance via e-mail at [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or via phone at (866) 973-3131 and for Treasury’s Task Order Treasury’s IPP Helpdesk for assistance via e-mail at [IPPCustomerSupport@FMS.treas.gov](mailto:IPPCustomerSupport@FMS.treas.gov) or call the Help Desk at 304-480-8000 option 7.
2. A copy of the invoice shall also be submitted to the COR and CO via e-mail simultaneously.

**IRS Contracting Officer Representative (COR):**

Name: Melvin Thomas

Address: 5000 Ellin Rd, Lanham, MD 20706

Phone: 240-613-2583

Email: [Melvin.V.Thomas@irs.gov](mailto:Melvin.V.Thomas@irs.gov)

**Contracting Officer (CO):**

Name: Roger McKinnis Jr

Address: 5000 Ellin Rd, Lanham, MD 20706

Phone: 240-613-6834

Email: [roger.m.mckinnisjr@irs.gov](mailto:roger.m.mckinnisjr@irs.gov)

1. Vendor invoices submitted electronically through IPP should be in the proper format and contain the required information for payment processing. A “proper invoice” must meet the minimum standards specified in FAR 32.905(b) to be approved for payment.
2. Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+1665+30++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

***Note: Any invoice found to be incorrect or insufficient may be returned to the contractor for correction and/or resubmission. Any invoice returned will be accompanied by a memo identifying the discrepancies.***

**Invoice Processing Platform (IPP) Enrollment process (***IF APPLICABLE***)**

Please follow these instructions: <http://www.ipp.gov/vendors/enrollment-vendors.htm> contact information - [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) (866) 973-3131.

To initiate IPP enrollment, please send an email to [IPPCustomerSupport@fms.treas.gov](mailto:IPPCustomerSupport@fms.treas.gov)

(see NOTE in the 4th bullet point) and include the required information about your company listed in the bullet points below. The email subject line must be “***IPP Payment Notification Services***”.

* Your company name\*
* Primary company mailing address (street, city, state and zip) \*
* Primary company phone number
* Designated IPP account administrator for your company: first name, last name, phone number, email address (NOTE: The request to register for an account must come from the designated IPP administrator's email address or your request cannot be processed)
* Taxpayer Identification Number(s) (TINs) used for government agency payments
* Name of government agency doing business with your company\*\*
* Contract number (list only one):
* Contact information at the government agency: name, phone, email to verify that you are a vendor\*\*

If you have more than one location or company name, use your primary corporate information and location data to enroll with the IPP. This information is necessary to verify that your company is a vendor to a government agency.

**What happens next?**

After an account is established, you will receive two emails.

* The first one will provide your User ID, and 12 to 24 hours later
* A second email will give you an 8-character password.

Use the ID and password to log onto IPP to change to a password of your own, agree to the rules for using IPP and to answer security questions. Please see the "News and Training" box on your IPP homepage for instructions and videos on how to set-up email notifications, how to invoice, how to add additional users and other relevant information.

***Allow 5 to 10 business days for registration.***

Registration is recommended with the System for Award Management, (SAM), for all government vendors. Please visit [www.sam.gov](http://www.sam.gov) for more information.

# C.7.11 Closeout

It is the intention of the government to perform close-out procedures for each Task Order within 6-12 months of completion. The closeout process will occur as soon as possible after performance of the Task Order has been completed.

* The contractor shall perform internal functions (prepare reports, etc.) necessary to support the close-out in a timely manner.
* The assigned government COR shall perform Performance Evaluation in Contractor Performance Assessment Reports System (CPARS), perform final receipt and acceptance, obtain any GFP supplied, and any other required procedures.

# **C.8.0 Period of Performance**

The anticipated period of performance for this BPA contract is one (1) twelve (12) month base and four (4) twelve (12) month option years. For task order level awards, the period of performance may extend beyond twelve (12) months based on the requirements.

# **C.9.0 Designation of Government Officials**

**Procuring and Administering Contracting Officer:**

Name: Roger Mckinnis

Phone: 240-613- 6834

E-mail: [roger.m.mckinisjr@irs.gov](mailto:roger.m.mckinisjr@irs.gov)

The Contracting Officer (CO) will have the overall responsibility for administering the TO. The CO is the only authorized individual to act on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirement, specification, details and/or delivery schedules.

In the event the Task Order effects any change at the direction of any person other than the CO, including any change beyond the scope of authority given to the duly authorized Contracting Officer's Representative (COR) identified in the Task Order, the change will be considered to have been made without authority and no adjustment will be made in the price to cover any increase in charges incurred as a result thereof.

**Contracting Officer’s Representative (COR):**

Name: Melvin Thomas

Address: 5000 Ellin Rd, Lanham, MD 20706

Phone: 240-613-2583

Email: [Melvin.V.Thomas@irs.gov](mailto:Melvin.V.Thomas@irs.gov)

The Contracting Officer’s Representative (COR) will be designated at Task Order award. A copy of the letter of designation issued to the COR will be sent to the Contractor. The COR will represent the Contracting Officer in the administration of technical details within the scope of this TO. The COR is not authorized to change any of the terms and conditions of the Task Order. Changes to the Performance Work Statement proposed by the contractor and incorporated into the Task Order will be made only by the CO by properly written modification(s) to the Task Order. Additional CORs for other purposes, as required, may be designated in writing by the CO.

The COR *does not* have authority to alter the Contractor’s obligations or to make changes to scope, schedule, price, terms or conditions of the TO. The term technical direction is defined to include the following:

* Provide guidance to the Contractor in the preparation of deliverable services; and,
* Provide acceptance of deliverables to assure contract compliance.

The COR is responsible for administering the performance of work under Task Orders. IN NO EVENT, shall the COR modify, change, or agree to other matters deviating from the terms of the Task Order.

**Government’s Program Manager (PgM):**

Name: Eric Hunt

Phone: 301-502-6125

E-mail: [eric.w.hunt@irs.gov](mailto:eric.w.hunt@irs.gov)

The Program Manager shall have the authority to make requirement specific management and coordination decisions for designated Task Order requirements; and provide technical guidance to designate COR(s). IN NO EVENT, shall the PgM modify, change, or agree to other matters deviating from the terms of the Task Order.

**Contractor’s Project Manager (PM):**

Given at award

Name: XXXX

Phone: XXX-XXX-XXXX

E-mail: XXXX

The Project Manager for this TO shall have the authority to make any no-cost technical, hiring and dismissal decisions, or special arrangements regarding BPA and task orders. The Project Manager shall be responsible for the overall management and coordination of task order and shall act as the central point of contact with the Government.

# **C. 10.0 Obligation of Funds**

The BPAs do not obligate any funds. Funds will be obligated by placement of individual BPA Call Orders. The Government is obligated only to the extent of BPA Call orders placed under the established BPA by personnel authorized to do so.

# **C. 11.0 Support Items**

Contractors may utilize their GSA MAS awarded SIN 54151S, Information Technology (IT) Services to provide a total solution (e.g. Information Technology (IT) Tools) if needed at the BPA Call Order level. Additionally, Contractors may obtain IT Supplies and/or Services via Order Level (OLM) procedures.

# **C. 12.0 Volume of Purchase**

The Government estimates, but does not guarantee, that the combined cumulative volume of purchases for all BPA holders will be $800,000,000.00 over the life of the BPAs. This ceiling amount and the accumulated value of BPA Call orders issued will only change via a modification issued by the Contracting Officer.

# **C. 13.0 Quality Assurance**

The Government will utilize a QASP issued at the BPA Level to ensure the required performance standards are achieved by the Contractor/Team at the BPA Call order(s) level.

# **C. 14.0 Inspection and Acceptance**

Inspection and acceptance criteria shall be as specified under the basic Schedule contract and individual Call orders.

# **C.15.0 Contractor Security Requirements**

The Contractors shall be required to be required to obtain/possess varying levels of facility/personnel security clearances in the performance of BPA Call order(s) issued under this multiple award BPA as applicable at the BPA Call order(s) level. All costs associated with obtaining/possessing such security clearances are the responsibility of the Contractor. Contractor personnel shall be required to have the appropriate level of investigation and/or security clearance as applicable at the BPA Call order(s) level.

Contractor personnel shall be required to obtain and maintain security badges and adhere to the installation security requirements as applicable at the BPA Call order(s) level. Homeland Security Presidential Directive (HSPD-12) mandates the issuance of a common form of identification for all federal employees and contractors for use in accessing government-controlled facilities and information systems. As a result, contract employees that require access to federal facilities for 6 months or more shall have the ability to pass a National Agency Check with Credit (NACIC) background investigation and obtain the HSPD-12 identification, if necessary, for performance, before receiving computer access. The Contractors shall be responsible for the cost of complying with HSPD-12.

Contractor personnel performing under this BPA shall have access to the IRS in accordance with (IAW) PWS at the time of initial Task Order award and maintain security required for the life of the award.

*Contractor personnel shall have access to the IRS at the time of initial Task Order award and maintain security required in accordance with (IAW) BPA PWS for the life of the award.*

***See applicable BPA solicitation provisions and clauses:***

* *IR1052.204-9000, IR1052.204-9001, IR1052.204-9003, IR1052.204-9005, IR1052.204-9006 and IR1052.204-9007;*
* *IR1052.209-9000 and IR1052.209-9001.*
* *IR1052.224-9000, IR1052.224-9001, IR1052.224-9008, and IR1052.224-9009;*
* *IR1052.227-9001; and*
* *IR1052.239-9005, IR1052.239-9006, IR1052.239-9007, IR1052.239-9014, and IR1052.239-9015.*

# **D Clauses and Prevailing Terms and Conditions:**

**D.1 Clauses:**

**52.252-1 –****Solicitation Provisions Incorporated by Reference (Feb 1998)**

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

This BPA incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at <https://acquisition.gov>

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL PRODUCTS AND COMMERICAL SERVICES (NOV 2023)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

|  |  |  |
| --- | --- | --- |
| **NUMBER** | **TITLE** | **DATE** |

|  |  |  |
| --- | --- | --- |
| 52.203-  17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS | (NOV 2023) |
| 52.204-2 | SECURITY REQUIREMENTS | (MAR 2021) |
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | (OCT 2018) |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | (JAN 2011) |
| 52.209-7 | INFORMATION REGARDING RESPONSIBILITY MATTERS | (OCT 2018) |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENCE | (OCT 2018) |
| 52.204-16 | COMMERICAL AND GOVERNMENT ENTITY CODE REPORTING | (AUG 2020) |
| 52.204-18 | COMMERICAL AND GOVERNMENT ENTITY CODE MAINTENANCE | (AUG 2020) |
| 52.204-19 | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS | (DEC 2014) |
| 52.204-21 | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS | (NOV 2021) |
| 52.204-23 | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPLED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES | (DEC 2023) |
| 52.204-24 | REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT | (NOV 2021) |
| 52.204-25 | PROHIBITON ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT | (NOV 2021) |
| 52.204-26 | COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION | (OCT 2020) |
| 52.207-6 | SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES (MULITPLE AWARD CONTRACTS) | (DEC 2022) |
| 52.209-11 | REPRESENTATION BY CORPORATIONS REGARDING DELINGQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW | (FEB 2016) |
| 52.212-1 | INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERICAL SERVICES | (SEP 2023) |
| 52.212-2 | EVALUATION – COMMERICAL PRODUCTS AND COMMERCIAL SERVICES | (NOV 2021) |
| 52.212-4 | CONTRACT TERMS AND CONDITIONS-COMMERCIAL PRODUCTS AND COMMERICAL SERVICES | (NOV 2023) |
| 52.212-3 | OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERICAL PRODUCTS AND COMMERCIAL SERVICES | (FEB 2024) |
| 52.216-31 | TIME AND MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS – COMMERICAL ACQUISITION | (NOV 2021) |
| 52.222-26 | EQUAL OPPORTUNITY | (SEP 2016) |
| 52.225-25 | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS | (JUN 2020) |
| 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | (MAY 2022) |
| 52.224-1 | PRIVACY ACT NOTIFICATION | (APR 1984) |
| 52.224-2 | PRIVACY ACT | (APR 1984) |
| 52.224-3 | PRIVACY TRAINING | (JAN 2017) |
| 52.224-3 | PRIVACY TRAINING ALT 1 | (JAN 2017) |
| 52.227-  14 | RIGHTS IN DATA – GENERAL | (MAY 2014) |
| 52.227-  17 | RIGHTS IN DATA – SPECIAL WORKS | (DEC 2007) |
| 52.232-1 | PAYMENTS | (APR 1984) |
| 52.232-18 | AVAILABILITY OF FUNDS | (APR 1984) |
| 52.232-22 | LIMITATION OF FUNDS | (APR 1984) |
| 52.232.23 | ASSIGNMENT OF CLAIMS | (MAY 2014) |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | (MAY 2023) |
| 52.237-3 | CONTINUITY OF SERVICES | (JAN 1991) |
| 52.242-17 | GOVERNMENT DELAY OF WORK | (APR 1984) |
| 52.243-1 | CHANGES FIXED PRICE (AUG 1987) | (AUG 1987) |
| 52.245-9 | USE AND CHARGES | (APR 2012) |

1. **52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (MAR 2015) (DEVIATION 2015-00003)**
2. The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
3. The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
4. The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
5. (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
6. The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

1. **52.204-14 SERVICE Contract Reporting Requirements (OCT 2016)**

As prescribed in [4.1705](https://www.acquisition.gov/far/part-4#FAR_4_1705)(a), insert the following clause:

Service Contract Reporting Requirements (Oct 2016)

(a) *Definition.*

*First-tier subcontract* means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information:

(1) Contract number and, as applicable, order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at [www.sam.gov](https://www.sam.gov/). (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor’s failure to comply with the reporting requirements a part of the Contractor’s performance information under FAR [subpart  42.15](https://www.acquisition.gov/far/part-42#FAR_Subpart_42_15).

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f) (1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in [4.1703](https://www.acquisition.gov/far/part-4#FAR_4_1703)(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

1. **52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)**

As prescribed in [9.104-7](https://www.acquisition.gov/far/part-9#FAR_9_104_7)(d), insert the following provision:

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that–

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

(1) It is *□* is not *□* a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is *□* is not *□* a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

1. **FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

As prescribed in [16.105](https://www.acquisition.gov/far/part-16#FAR_16_105) , complete and insert the following provision:

Type of Contract (Apr 1984)

The Government contemplates award of Firm Fixed Price Task Order resulting from this solicitation.

[End of provision]

1. **FAR 52.217-5 – EVALUATION OF OPTIONS (JULY 1990)**

As prescribed in 17.208(c), insert a provision substantially the same as the following:

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).

[End of provision]

1. **FAR 52.217-8 – OPTION TO EXTEND SERVICES (NOV 1999)**

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| As prescribed in [17.208](https://www.acquisition.gov/far/part-17#FAR_17_208)(f), insert a clause substantially the same as the following:  Option to Extend Services (Nov 1999)  The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within *30 days*.  (End of clause)   1. **FAR 52.217-9 - OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**   As prescribed in [17.208](https://www.acquisition.gov/far/part-17#FAR_17_208)(g), insert a clause substantially the same as the following:  Option to Extend the Term of the Contract (Mar 2000)  (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.    (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.  (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 (months).  (End of clause)   1. **FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**   As prescribed in 22.810(a)(2), insert the following provision:  Previous Contracts and Compliance Reports (Feb 1999)  The offeror represents that—  It **□ has, □ has not** participated in a previous contract or subcontract subject to the Equal  Opportunity clause of this solicitation;  It **□ has, □ has not** filed all required compliance reports; and Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.  (End of provision)   1. **FAR 52.203-2 Certificate of Independent Price Determination (Apr 1985)**   As prescribed in 3.103-1 , insert the following provision. If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror."  Certificate of Independent Price Determination (Apr 1985)  (a) The offeror certifies that-  (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-  (i) Those prices;  (ii) The intention to submit an offer; or  (iii) The methods or factors used to calculate the prices offered.  (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and  (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.  (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-  (1) Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or  (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*insert full name of person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror’s organization*];  (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and  (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.  (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.  (End of Provision)   1. **FAR 52.203-3 Gratuities (Apr 1984)**   As prescribed in 3.202 , insert the following clause:  Gratuities (Apr 1984)  (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative-  (1) Offered or gave a gratuity (*e.g.,* an entertainment or gift) to an officer, official, or employee of the Government; and  (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.  (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.  (c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled-  (1) To pursue the same remedies as in a breach of the contract; and  (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This paragraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)  (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.  (End of Clause)   1. **far 52.203-18 PROHibiTION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS or statements- REPRESENTATION (jan 2017)**   As prescribed in 3.909-3(a), insert the following provision:  Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)  (a) Definition. As used in this provision-  Internal confidentiality agreement or statement, subcontract, and subcontractor , are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.  (b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.  (c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.  (d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).  (End of provision)   1. **far 52.203-19 PROHibiTION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS or statements (jan 2017)**   As prescribed in 3.909-3(b), insert the following provision:  PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITIY AGREEMENTS OR STATEMENTS (JAN 2017)  *(a) Definitions*. As used in this clause-  *Internal confidentiality agreement or statement* means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.  *Subcontract* means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.  *Subcontractor* means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.  (b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).  (c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.  (d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.  (e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.  (f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.  (End of clause)   1. **far 52.204-14 SERVICE Contract Reporting Requirements (OCT 2016)**   As prescribed in [4.1705](https://www.acquisition.gov/far/part-4#FAR_4_1705)(a), insert the following clause:  Service Contract Reporting Requirements (Oct 2016)  (a) Definition.  “First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.  (b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).  (c) The Contractor shall report the following information:  (1) Contract number and, as applicable, order number.  (2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.  (3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.  (4) Data reported by subcontractors under paragraph (f) of this clause.  (d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor’s failure to comply with the reporting requirements a part of the Contractor’s performance information under FAR subpart 42.15.  (e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.  (f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:  (i) Subcontract number (including subcontractor name and unique entity identifier); and  (ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.  (2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.  (End of clause)   1. **FAR 52.204-17 Ownership or Control of Offeror (Aug 2020)**   As prescribed in 4.1804(b), use the following provision:  Ownership or Control of Offeror (Aug 2020)  (a) Definitions. As used in this provision–  Commercial and Government Entity (CAGE) code means–  (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or  (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.  Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.  Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.  (b) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.  (c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:  Immediate owner CAGE code: \_\_\_\_\_\_\_\_\_\_\_\_  Immediate owner legal name: \_\_\_\_\_\_\_\_\_\_\_\_  (Do not use a "doing business as" name)  Is the immediate owner owned or controlled by another entity?: □ Yes or □ No.  (d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:  Highest-level owner CAGE code: \_\_\_\_\_\_\_\_\_\_\_\_  Highest-level owner legal name: \_\_\_\_\_\_\_\_\_\_\_\_  (Do not use a "doing business as" name)  (End of provision)   1. **far 52.209-5 Certification Regarding Responsibility Matters (AUG 2020)**   As prescribed in [9.104-7](https://www.acquisition.gov/far/part-9#FAR_9_104_7)(a), insert the following provision:  Certification Regarding Responsibility Matters (Aug 2020)  **(a)(1)** The Offeror certifies, to the best of its knowledge and belief, that—  (i) The Offeror and/or any of its Principals—  (A) **Are □ are not □** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;  (B) **Have □ have not □,** within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](https://www.acquisition.gov/sites/default/files/current/far/html/52_207_211.html#wp1144964), if included in this solicitation);  (C) **Are □ are not □** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;  (D) **Have** **□, have not □,** within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.  (1) Federal taxes are considered delinquent if both of the following criteria apply:  (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.  (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.  (2) Examples.  (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.  (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.  (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.  (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).  (ii) The Offeror **has □, has not □**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.  (2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).  This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.  (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.  (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.  (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.  (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.  (End of provision)   1. **far 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)**   (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—  (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or  (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.  (b) The Offeror represents that—  (1) It **is □ is not □** a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and  (2) It **is □ is not □** a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.  (End of provision)   1. **far 52.212-3-- offeror Representations and Certifications—Commercial PRODUCTS AND COMMERICAL SERVICES (FEB 2024)**   As prescribed in [12.301](https://www.acquisition.gov/far/part-12#FAR_12_301)(b)(2), insert the following provision:  Offeror Representations and Certifications—Commercial Products and Commercial Services (Feb 2024)  The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through [https://www.sam.gov](https://www.sam.gov/). If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.  (a) *Definitions*. As used in this provision—  *Covered telecommunications equipment or services* has the meaning provided in the clause [52.204-25](https://www.acquisition.gov/far/part-52#FAR_52_204_25), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.  *Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with [13 CFR part 127](https://www.ecfr.gov/current/title-13/part-127), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](https://www.ecfr.gov/current/title-13/section-127.300). It automatically qualifies as a women-owned small business eligible under the WOSB Program.  *Forced or indentured child labor* means all work or service—  (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or  (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.  *Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.  *Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.  *Inverted domestic corporation*, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title6-section395&num=0&edition=prelim)(b), applied in accordance with the rules and definitions of [6 U.S.C. 395](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title6-section395&num=0&edition=prelim)(c).  *Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except—  (1) PSC 5510, Lumber and Related Basic Wood Materials;  (2) Product or Service Group (PSG) 87, Agricultural Supplies;  (3) PSG 88, Live Animals;  (4) PSG 89, Subsistence;  (5) PSC 9410, Crude Grades of Plant Materials;  (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;  (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;  (8) PSC 9610, Ores;  (9) PSC 9620, Minerals, Natural and Synthetic; and  (10) PSC 9630, Additive Metal Materials.  *Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.  *Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.  *Reasonable inquiry* has the meaning provided in the clause [52.204-25](https://www.acquisition.gov/far/part-52#FAR_52_204_25), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.  *Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—  (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;  (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;  (3) Consist of providing goods or services to marginalized populations of Sudan;  (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;  (5) Consist of providing goods or services that are used only to promote health or education; or  (6) Have been voluntarily suspended. “Sensitive technology"—  *Sensitive technology*—  (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—  (i) To restrict the free flow of unbiased information in Iran; or  (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and  (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3)of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).  *Service-disabled veteran-owned small business (SDVOSB) concern* means a small business concern—  (1) (i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and  (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or  (2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart [19.14](https://www.acquisition.gov/far/part-19#FAR_Subpart_19_14)).  (3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in [38 U.S.C. 101](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section101&num=0&edition=prelim)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section101&num=0&edition=prelim)(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs’ Veterans Benefits Administration, as a service-disabled veteran.  *Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program* means an SDVOSB concern that—  (1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or  (2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.  *Service-disabled veteran-owned small business (SDVOSB) Program* means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.  *Small business concern*—  (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](https://www.ecfr.gov/current/title-13/part-121) and size standards in this solicitation.  (2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.  *Small disadvantaged business concern*, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—  (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—  (i) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and  (ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and  (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.  *Subsidiary* means an entity in which more than 50 percent of the entity is owned—  (1) Directly by a parent corporation; or  (2) Through another subsidiary of a parent corporation  *Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.  *Veteran-owned small business concern* means a small business concern—  (1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and  (2) The management and daily business operations of which are controlled by one or more veterans.  *Women-owned business concern* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women  *Women-owned small business concern* means a small business concern—  (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and  (2) Whose management and daily business operations are controlled by one or more women.  *Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with [13 CFR part 127](https://www.ecfr.gov/current/title-13/part-127)), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](https://www.ecfr.gov/current/title-13/section-127.300).  (b) (1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.  (2) The offeror has completed the annual representations and certifications electronically in SAM accessed through [http://www.sam.gov](http://www.sam.gov/). After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](https://www.acquisition.gov/far/part-52#FAR_52_212_3), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](https://www.acquisition.gov/far/part-4#FAR_4_1201)), except for paragraphs \_\_.  [*Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*  *These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*  *Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.*]  (c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part  19](https://www.acquisition.gov/far/part-19#FAR_Part_19) in accordance with [19.000](https://www.acquisition.gov/far/part-19#FAR_19_000)(b)(1)(ii). Check all that apply.  (1) *Small business concern*. The offeror represents as part of its offer that—  (i) It *□* is, *□* is not a small business concern; or  (ii) It *□* is, *□* is not a small business joint venture that complies with the requirements of [13 CFR 121.103(h)](https://www.ecfr.gov/current/title-13/section-121.103#p-121.103(h)) and [13 CFR 125.8(a)](https://www.ecfr.gov/current/title-13/section-125.8#p-125.8(a)) and [(b)](https://www.ecfr.gov/current/title-13/section-125.8#p-125.8(b)). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture:* *\_\_\_\_\_\_\_\_\_\_\_\_*.]  (2) *Veteran-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents as part of its offer that it *□* is, *□* is not a veteran-owned small business concern.  (3) *SDVOSB concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents that it *□* is, *□* is not an SDVOSB concern.  (4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror represents that it *□* is, *□* is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.*] [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* *\_\_\_\_\_\_\_\_\_\_\_\_*.]  (5) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it *□* is, *□* is not a small disadvantaged business concern as defined in [13 CFR 124.1002](https://www.ecfr.gov/current/title-13/section-124.1002).  (6) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it *□* is, *□* is not a women-owned small business concern.  (7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it *□* is, *□* is not a joint venture that complies with the requirements of [13 CFR 127.506(a)](https://www.ecfr.gov/current/title-13/section-127.506#p-127.506(a)) through [(c)](https://www.ecfr.gov/current/title-13/section-127.506#p-127.506(c)). [ *The offeror shall enter the name and unique entity identifier of each party to the joint venture:* *\_\_\_\_\_\_\_\_\_\_\_\_*.]  (8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it *□* is, *□* is not a joint venture that complies with the requirements of [13 CFR 127.506(a)](https://www.ecfr.gov/current/title-13/section-127.506#p-127.506(a)) through [(c)](https://www.ecfr.gov/current/title-13/section-127.506#p-127.506(c)). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* *\_\_\_\_\_\_\_\_\_\_\_\_*.]  **Note to paragraphs (c)(9) and (10):** Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.  (9) *Women-owned business concern (other than small business concern*). [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it *□* is a women-owned business concern.  (10) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:*\_\_\_\_\_\_\_\_\_\_\_\_*  (11) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, as part of its offer, that–  (i) It *□* is, *□* is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see [13 CFR 126.200(e)(1)](https://www.ecfr.gov/current/title-13/section-126.200)); and  (ii) It *□* is, *□* is not a HUBZone joint venture that complies with the requirements of [13 CFR 126.616(a)](https://www.ecfr.gov/current/title-13/section-126.616#p-126.616(a)) through [(c)](https://www.ecfr.gov/current/title-13/section-126.616#p-126.616(c)). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* *\_\_\_\_\_\_*.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.  (d) Representations required to implement provisions of Executive Order11246-  (1) Previous contracts and compliance. The offeror represents that-  (i) It *□* has, *□* has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and  (ii) It *□* has, *□* has not filed all required compliance reports.  (2) *Affirmative Action Compliance*. The offeror represents that-  (i) It *□* has developed and has on file, *□* has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or  (ii) It *□* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.  (e) *Certification Regarding Payments to Influence Federal Transactions (31*[*http://uscode.house.gov/*](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)*U.S.C. 1352)*. (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.  (f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](https://www.acquisition.gov/far/part-52#FAR_52_225_1), Buy American-Supplies, is included in this solicitation.)  (1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.  (ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.  (iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).  (iv) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."  (2) Foreign End Products:   | **Line Item No.** | **Country of Origin** | **Exceeds 55% domestic content (yes/no)** | | --- | --- | --- | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   [*List as necessary*]  (3) Domestic end products containing a critical component:  Line Item No. \_\_\_  [*List as necessary*]  (4) The Government will evaluate offers in accordance with the policies and procedures of FAR [part  25](https://www.acquisition.gov/far/part-25#FAR_Part_25).  (g) (1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)  (i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.  (B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."  (ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."  Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or*Israeli End Products*:   | **Line Item No.** | **Country of Origin** | | --- | --- | | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   [*List as necessary*]  (iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.  *Other Foreign End Products*:   | **Line Item No.** | **Country of Origin** | **Exceeds 55% domestic content (yes/no)** | | --- | --- | --- | | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   [List as necessary]  (iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR [25.105](https://www.acquisition.gov/far/part-25#FAR_25_105)).  Line Item No. *\_\_\_*  [List as necessary]  (v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR [part  25](https://www.acquisition.gov/far/part-25#FAR_Part_25).  (2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:  (g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:  *Israeli End Products*:   | **Line Item No.** | | --- | | *\_\_\_\_\_\_\_\_\_\_\_\_* | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   [*List as necessary*]  (3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:  (g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  Free Trade Agreement Country End Products (Other than Bahraini, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:   | **Line Item No.** | **Country of Origin** | | --- | --- | | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   [*List as necessary*]  (4) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](https://www.acquisition.gov/far/part-52#FAR_52_225_5), Trade Agreements, is included in this solicitation.)  (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."  (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.  *Other End Products*:   | **Line Item No.** | **Country of Origin** | | --- | --- | | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   [*List as necessary*]  (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part  25](https://www.acquisition.gov/far/part-25#FAR_Part_25). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.  (h) *Certification Regarding Responsibility Matters (Executive Order 12689*). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–  (1) *□* Are, *□* are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;  (2) *□* Have, *□* have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;  (3) *□* Are, *□* are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and  (4) *□* Have, *□* have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5](https://www.acquisition.gov/far/part-9#FAR_9_104_5)(a)(2) for which the liability remains unsatisfied.  (i) Taxes are considered delinquent if both of the following criteria apply:  (A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.  (B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.  (ii) *Examples*. (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.  (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.  (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.  (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).  (i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at*[*22.1503*](https://www.acquisition.gov/far/part-22#FAR_22_1503)*(b).]*  (1) *Listed end products.*   | **Listed End Product** | **Listed Countries of Origin** | | --- | --- | | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   (2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*  ☐(i) *The*offeror*will not supply any*end product*listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.*  ☐(ii) *The*offerormay*supply an*end product*listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The*offeror*certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the*offeror*certifies that it is not aware of any such use of child labor.*  (j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-  (1) *□* In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or  (2) *□* Outside the United States.  (k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]  ☐(1)   *Maintenance, calibration, or repair of certain equipment as described in FAR*[22.1003-4](https://www.acquisition.gov/far/part-22#FAR_22_1003_4)(c)(1). The offeror *□* does *□* does not certify that–  (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;  (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](https://www.acquisition.gov/far/part-22#FAR_22_1003_4)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and  (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.  ☐(2)   *Certain services as described in FAR* [22.1003-4](https://www.acquisition.gov/far/part-22#FAR_22_1003_4)(d)(1). The offeror *□* does *□* does not certify that-  (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;  (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](https://www.acquisition.gov/far/part-22#FAR_22_1003_4)(d)(2)(iii));  (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and  (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.  (3) If paragraph (k)(1) or (k)(2) of this clause applies–  (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and  (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.  (l) *Taxpayer Identification Number (TIN) (* [26 U.S.C. 6109](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [31 U.S.C. 7701](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)  (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701(c) and 3325(d)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), and implementing regulations issued by the Internal Revenue Service (IRS).  (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government ( [31 U.S.C. 7701(c)(3)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](https://www.acquisition.gov/far/part-4#FAR_4_904), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.  (3) *Taxpayer Identification Number (TIN)*.  ☐TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  ☐TIN has been applied for.  ☐TIN is not required because:  ☐Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;  ☐Offeror is an agency or instrumentality of a foreign government;  ☐Offeror is an agency or instrumentality of the Federal Government.  (4) *Type of organization*.  ☐Sole proprietorship;  ☐Partnership;  ☐Corporate entity (not tax-exempt);  ☐Corporate entity (tax-exempt);  ☐Government entity (Federal, State, or local);  ☐Foreign government;  ☐International organization per 26 CFR1.6049-4;  ☐Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  (5) *Common parent*.  ☐Offeror is not owned or controlled by a common parent;  ☐Name and TIN of common parent:  Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  (m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.  (n) Prohibition on Contracting with Inverted Domestic Corporations.  (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2](https://www.acquisition.gov/far/part-9#FAR_9_108_2)(b) applies or the requirement is waived in accordance with the procedures at [9.108-4](https://www.acquisition.gov/far/part-9#FAR_9_108_4).  (2) *Representation*. The Offeror represents that–  (i) It *□* is, *□* is not an inverted domestic corporation; and  (ii) It *□* is, *□* is not a subsidiary of an inverted domestic corporation.  (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.  (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).  (2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-  (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;  (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and  (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2](https://www.acquisition.gov/far/part-25#FAR_25_703_2)(a)(2) with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).  (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-  (i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3](https://www.acquisition.gov/far/part-52#FAR_52_212_3)(g) or a comparable agency provision); and  (ii) The offeror has certified that all the offered products to be supplied are designated country end products.  (p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).  (1) The Offeror represents that it *□* has or *□* does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.  (2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:  Immediate owner CAGE code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  Immediate owner legal name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  (Do not use a "doing business as" name)  Is the immediate owner owned or controlled by another entity: *□* Yes or *□* No.  (3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:  Highest-level owner CAGE code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  Highest-level owner legal name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  (*Do not use a "doing business as" name*)  (q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*  (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that–  (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or  (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.  (2) The Offeror represents that–  (i) It is *□* is not *□* a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and  (ii) It is *□* is not *□* a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.  (r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at [52.204-16](https://www.acquisition.gov/far/part-52#FAR_52_204_16), Commercial and Government Entity Code Reporting.)  (1) The Offeror represents that it *□* is or *□* is not a successor to a predecessor that held a Federal contract or grant within the last three years.  (2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):  Predecessor CAGE code: (or mark "Unknown").  Predecessor legal name: \_\_\_\_.  (*Do not use a "doing business as" name*).  (s) [Reserved].  (t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM ( [12.301](https://www.acquisition.gov/far/part-12#FAR_12_301)(d)(1)).  (1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.  (2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].  (i) The Offeror (itself or through its immediate owner or highest-level owner) *□* does, *□* does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.  (ii) The Offeror (itself or through its immediate owner or highest-level owner) *□* does, *□* does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.  (iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.  (3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:*\_\_\_\_\_\_\_\_\_\_\_\_*.  (u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.  (2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.  (3) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).  (v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.  (1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ( [https://www.sam.gov](https://www.sam.gov/)) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".  (2) The Offeror represents that–  (i) It *□* does, *□* does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.  (ii) After conducting a reasonable inquiry for purposes of this representation, that it *□* does, *□* does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.  (End of Provision)  *Alternate I*(Feb 2024). As prescribed in [12.301](https://www.acquisition.gov/far/part-12#FAR_12_301) (b)(2), add the following paragraph (c)(12) to the basic provision:  (12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) of this provision.)  *□* Black American.  *□* Hispanic American.  *□* Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).  *□* Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).  *□* Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).  *□* Individual/concern, other than one of the preceding.   1. **FAR 52.204-6 Unique Entity Identifier (Oct 2016)**   (a) Definitions. As used in this provision–  “Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.  “Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.  (b) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable.  (c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:  (1) Company legal business name.  (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.  (3) Company physical street address, city, state and Zip Code.  (4) Company mailing address, city, state and Zip Code (if separate from physical).  (5) Company telephone number.  (6) Date the company was started.  (7) Number of employees at your location.  (8) Chief executive officer/key manager.  (9) Line of business (industry).  (10) Company headquarters name and address (reporting relationship within your entity).  (End of provision)   1. **FAR 52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2024)**   As prescribed in [12.301](https://www.acquisition.gov/far/part-12#FAR_12_301)(b)(4), insert the following clause:  Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Feb 2024)  (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:  (1) [52.203-19](https://www.acquisition.gov/far/part-52#FAR_52_203_19), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).  (2) [52.204-23](https://www.acquisition.gov/far/part-52#FAR_52_204_23), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).  (3) [52.204-25](https://www.acquisition.gov/far/part-52#FAR_52_204_25), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).  (4) [52.209-10](https://www.acquisition.gov/far/part-52#FAR_52_209_10), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).  (5) [52.232-40](https://www.acquisition.gov/far/part-52#FAR_52_232_40), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](https://www.govinfo.gov/link/uscode/31/3903) and [10 U.S.C. 3801](https://www.govinfo.gov/link/uscode/10/3801)).  (6)   [52.233-3](https://www.acquisition.gov/far/part-52#FAR_52_233_3), Protest After Award (Aug 1996) ( [31 U.S.C. 3553](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  (7)   [52.233-4](https://www.acquisition.gov/far/part-52#FAR_52_233_4), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3))).  (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:  \_X\_(1) [52.203-6](https://www.acquisition.gov/far/part-52#FAR_52_203_6), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ( [41 U.S.C. 4704](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [10 U.S.C. 4655](https://www.govinfo.gov/link/uscode/10/4655)).  \_X\_(2) [52.203-13](https://www.acquisition.gov/far/part-52#FAR_52_203_13), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3))).  \_X\_(3) [52.203-15](https://www.acquisition.gov/far/part-52#FAR_52_203_15), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)  \_X\_(4) [52.203-17](https://www.acquisition.gov/far/part-52#FAR_52_203_17), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](https://www.govinfo.gov/link/uscode/41/4712)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](https://www.acquisition.gov/far/part-3#FAR_3_900)(a).  \_X\_(5) [52.204-10](https://www.acquisition.gov/far/part-52#FAR_52_204_10), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title31-section6101&num=0&edition=prelim)).  \_\_(6) [Reserved].  \_X\_(7) [52.204-14](https://www.acquisition.gov/far/part-52#FAR_52_204_14), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).  \_\_(8) [52.204-15](https://www.acquisition.gov/far/part-52#FAR_52_204_15), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).  \_X\_(9) [52.204-27](https://www.acquisition.gov/far/part-52#FAR_52_204_27), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).  \_X\_(10) [52.204-28](https://www.acquisition.gov/far/part-52#FAR_52_204_28), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ( [Pub. L. 115–390](https://www.govinfo.gov/link/plaw/115/public/390), title II).  \_X\_(11)  (i) [52.204-30](https://www.acquisition.gov/far/part-52#FAR_52_204_30), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( [Pub. L. 115–390](https://www.govinfo.gov/link/plaw/115/public/390), title II).  \_X\_(ii) Alternate I (Dec 2023) of 52.204–30.  \_X\_(12) [52.209-6](https://www.acquisition.gov/far/part-52#FAR_52_209_6), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( [31 U.S.C. 6101 note](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title31-section6101&num=0&edition=prelim)).  \_X\_(13) [52.209-9](https://www.acquisition.gov/far/part-52#FAR_52_209_9), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( [41 U.S.C. 2313](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-section2313&num=0&edition=prelim)).  \_\_(14) [Reserved].  \_\_(15) [52.219-3](https://www.acquisition.gov/far/part-52#FAR_52_219_3), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( [15 U.S.C. 657a](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title15-section637a&num=0&edition=prelim)).  \_\_(16) [52.219-4](https://www.acquisition.gov/far/part-52#FAR_52_219_4), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_\_(17) [Reserved]  \_\_(18)  (i) [52.219-6](https://www.acquisition.gov/far/part-52#FAR_52_219_6), Notice of Total Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_\_(ii) Alternate I (Mar 2020) of [52.219-6](https://www.acquisition.gov/far/part-52#FAR_52_219_6).  \_X\_(19)  (i) [52.219-7](https://www.acquisition.gov/far/part-52#FAR_52_219_7), Notice of Partial Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_X\_(ii) Alternate I (Mar 2020) of [52.219-7](https://www.acquisition.gov/far/part-52#FAR_52_219_7).  \_X\_(20) [52.219-8](https://www.acquisition.gov/far/part-52#FAR_52_219_8), Utilization of Small Business Concerns (Feb 2024) ( [15 U.S.C. 637(d)(2)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and (3)).  \_X\_(21)  (i) [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9), Small Business Subcontracting Plan (Sep 2023) ( [15 U.S.C. 637(d)(4)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_X\_(ii) Alternate I (Nov 2016) of [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9).  \_X\_(iii) Alternate II (Nov 2016) of [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9).  \_X\_(iv) Alternate III (Jun 2020) of [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9).  \_X\_(v) Alternate IV (Sep 2023) of [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9).  \_\_(22)  (i) [52.219-13](https://www.acquisition.gov/far/part-52#FAR_52_219_13), Notice of Set-Aside of Orders (Mar 2020) ( [15 U.S.C. 644(r)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_\_(ii) Alternate I (Mar 2020) of [52.219-13](https://www.acquisition.gov/far/part-52#FAR_52_219_13).  \_\_(23) [52.219-14](https://www.acquisition.gov/far/part-52#FAR_52_219_14), Limitations on Subcontracting (Oct 2022) ( [15 U.S.C. 637s](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_\_(24) [52.219-16](https://www.acquisition.gov/far/part-52#FAR_52_219_16), Liquidated Damages—Subcontracting Plan (Sep 2021) ( [15 U.S.C. 637(d)(4)(F)(i)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_\_(25) [52.219-27](https://www.acquisition.gov/far/part-52#FAR_52_219_27), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) ( [15 U.S.C. 657f](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_\_(26)  (i) [52.219-28](https://www.acquisition.gov/far/part-52#FAR_52_219_28), Post Award Small Business Program Representation (Feb 2024) ( [15 U.S.C. 632(a)(2)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_\_(ii) Alternate I (Mar 2020) of [52.219-28](https://www.acquisition.gov/far/part-52#FAR_52_219_28).  \_\_(27) [52.219-29](https://www.acquisition.gov/far/part-52#FAR_52_219_29), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ( [15 U.S.C. 637(m)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_\_(28) [52.219-30](https://www.acquisition.gov/far/part-52#FAR_52_219_30), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ( [15 U.S.C. 637(m)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_\_(29) [52.219-32](https://www.acquisition.gov/far/part-52#FAR_52_219_32), Orders Issued Directly Under Small Business Reserves (Mar 2020) ( [15 U.S.C. 644](https://www.govinfo.gov/content/pkg/USCODE-2018-title15/html/USCODE-2018-title15-chap14A-sec644.htm)(r)).  \_\_(30) [52.219-33](https://www.acquisition.gov/far/part-52#FAR_52_219_33), Nonmanufacturer Rule (Sep 2021) ( [15U.S.C. 637](https://www.govinfo.gov/content/pkg/USCODE-2018-title15/html/USCODE-2018-title15-chap14A-sec637.htm)(a)(17)).  \_X\_(31) [52.222-3](https://www.acquisition.gov/far/part-52#FAR_52_222_3), Convict Labor (Jun 2003) (E.O.11755).  \_\_(32) [52.222-19](https://www.acquisition.gov/far/part-52#FAR_52_222_19), Child Labor-Cooperation with Authorities and Remedies (Feb 2024).  \_\_(33) [52.222-21](https://www.acquisition.gov/far/part-52#FAR_52_222_21), Prohibition of Segregated Facilities (Apr 2015).  \_X\_(34)  (i) [52.222-26](https://www.acquisition.gov/far/part-52#FAR_52_222_26), Equal Opportunity (Sep 2016) (E.O.11246).  \_X\_(ii) Alternate I (Feb 1999) of [52.222-26](https://www.acquisition.gov/far/part-52#FAR_52_222_26).  \_X\_(35)  (i) [52.222-35](https://www.acquisition.gov/far/part-52#FAR_52_222_35), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section4212&num=0&edition=prelim)).  \_X\_(ii) Alternate I (Jul 2014) of [52.222-35](https://www.acquisition.gov/far/part-52#FAR_52_222_35).  \_\_X(36)  (i) [52.222-36](https://www.acquisition.gov/far/part-52#FAR_52_222_36), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title29-section793&num=0&edition=prelim)).  \_X\_(ii) Alternate I (Jul 2014) of [52.222-36](https://www.acquisition.gov/far/part-52#FAR_52_222_36).  \_X\_(37) [52.222-37](https://www.acquisition.gov/far/part-52#FAR_52_222_37), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section4212&num=0&edition=prelim)).  \_X\_(38) [52.222-40](https://www.acquisition.gov/far/part-52#FAR_52_222_40), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).  \_X\_(39)  (i) [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and E.O. 13627).  \_X\_(ii) Alternate I (Mar 2015) of [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50) ( [22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and E.O. 13627).  \_X\_(40) [52.222-54](https://www.acquisition.gov/far/part-52#FAR_52_222_54), Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](https://www.acquisition.gov/far/part-22#FAR_22_1803).)  \_\_(41)  (i) [52.223-9](https://www.acquisition.gov/far/part-52#FAR_52_223_9), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( [42 U.S.C. 6962(c)(3)(A)(ii)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). (Not applicable to the acquisition of commercially available off-the-shelf items.)  \_\_(ii) Alternate I (May 2008) of [52.223-9](https://www.acquisition.gov/far/part-52#FAR_52_223_9) ( [42 U.S.C. 6962(i)(2)(C)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). (Not applicable to the acquisition of commercially available off-the-shelf items.)  \_\_(42) [52.223-11](https://www.acquisition.gov/far/part-52#FAR_52_223_11), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).  \_\_(43) [52.223-12](https://www.acquisition.gov/far/part-52#FAR_52_223_12), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).  \_\_(44)  (i) [52.223-13](https://www.acquisition.gov/far/part-52#FAR_52_223_13), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).  \_\_(ii) Alternate I (Oct 2015) of [52.223-13](https://www.acquisition.gov/far/part-52#FAR_52_223_13).  \_\_(45)  (i) [52.223-14](https://www.acquisition.gov/far/part-52#FAR_52_223_14), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).  \_\_(ii) Alternate I (Jun2014) of [52.223-14](https://www.acquisition.gov/far/part-52#FAR_52_223_14).  \_\_(46) [52.223-15](https://www.acquisition.gov/far/part-52#FAR_52_223_15), Energy Efficiency in Energy-Consuming Products (May 2020) ( [42 U.S.C. 8259b](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_\_(47)  (i) [52.223-16](https://www.acquisition.gov/far/part-52#FAR_52_223_16), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).  \_\_(ii) Alternate I (Jun 2014) of [52.223-16](https://www.acquisition.gov/far/part-52#FAR_52_223_16).  \_X\_(48) [52.223-18](https://www.acquisition.gov/far/part-52#FAR_52_223_18), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).  \_\_(49) [52.223-20](https://www.acquisition.gov/far/part-52#FAR_52_223_20), Aerosols (Jun 2016) (E.O. 13693).  \_\_(50) [52.223-21](https://www.acquisition.gov/far/part-52#FAR_52_223_21), Foams (Jun2016) (E.O. 13693).  \_X\_(51)  (i) [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3) Privacy Training (Jan 2017) (5 U.S.C. 552 a).  \_X\_(ii) Alternate I (Jan 2017) of [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3).  \_X\_(52)  (i) [52.225-1](https://www.acquisition.gov/far/part-52#FAR_52_225_1), Buy American-Supplies (Oct 2022) ( [41 U.S.C. chapter 83](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_X\_(ii) Alternate I (Oct 2022) of [52.225-1](https://www.acquisition.gov/far/part-52#FAR_52_225_1).  \_\_(53)  (i) [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ( [19 U.S.C. 3301 note](https://www.govinfo.gov/link/uscode/19/3301), [19 U.S.C. 2112 note](https://www.govinfo.gov/link/uscode/19/2112), [19 U.S.C. 3805 note](https://www.govinfo.gov/link/uscode/19/3805), [19 U.S.C. 4001 note](https://www.govinfo.gov/link/uscode/19/4001), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.  \_X\_(ii) Alternate I [Reserved].  \_X\_(iii) Alternate II (Dec 2022) of [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3).  \_X\_(iv) Alternate III (Feb 2024) of [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3).  \_X\_(v) Alternate IV (Oct 2022) of [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3).  \_\_(54) [52.225-5](https://www.acquisition.gov/far/part-52#FAR_52_225_5), Trade Agreements (NOV 2023) ( [19 U.S.C. 2501](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title19-section2501&num=0&edition=prelim), *et seq*., [19 U.S.C. 3301](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title19-section3301&num=0&edition=prelim) note).  \_\_(55) [52.225-13](https://www.acquisition.gov/far/part-52#FAR_52_225_13), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).  \_\_(56) [52.225-26](https://www.acquisition.gov/far/part-52#FAR_52_225_26), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).  \_\_(57) [52.226-4](https://www.acquisition.gov/far/part-52#FAR_52_226_4), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( [42 U.S.C. 5150](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_\_(58) [52.226-5](https://www.acquisition.gov/far/part-52#FAR_52_226_5), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( [42 U.S.C. 5150](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_\_(59) [52.229-12](https://www.acquisition.gov/far/part-52#FAR_52_229_12), Tax on Certain Foreign Procurements (Feb 2021).  \_\_(60) [52.232-29](https://www.acquisition.gov/far/part-52#FAR_52_232_29), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [10 U.S.C. 3805](https://www.govinfo.gov/link/uscode/10/3805)).  \_\_(61) [52.232-30](https://www.acquisition.gov/far/part-52#FAR_52_232_30), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [10 U.S.C. 3805](https://www.govinfo.gov/link/uscode/10/3805)).  \_X\_(62) [52.232-33](https://www.acquisition.gov/far/part-52#FAR_52_232_33), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( [31 U.S.C. 3332](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title31-section3332&num=0&edition=prelim)).  \_X\_(63) [52.232-34](https://www.acquisition.gov/far/part-52#FAR_52_232_34), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_\_(64) [52.232-36](https://www.acquisition.gov/far/part-52#FAR_52_232_36), Payment by Third Party (May 2014) ( [31 U.S.C. 3332](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_X\_(65) [52.239-1](https://www.acquisition.gov/far/part-52#FAR_52_239_1), Privacy or Security Safeguards (Aug 1996) ( [5 U.S.C. 552a](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title5-section552a&num=0&edition=prelim)).  \_X\_(66) [52.242-5](https://www.acquisition.gov/far/part-52#FAR_52_242_5), Payments to Small Business Subcontractors (Jan 2017) ( [15 U.S.C. 637(d)(13)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_\_(67)  (i) [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](https://www.govinfo.gov/content/pkg/USCODE-2019-title46/html/USCODE-2019-title46-subtitleV-partD-chap553-subchapI-sec55305.htm) and [10 U.S.C. 2631](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_\_(ii) Alternate I (Apr 2003) of [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64).  \_\_(iii) Alternate II (Nov 2021) of [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64).  (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:  \_X\_(1) [52.222-41](https://www.acquisition.gov/far/part-52#FAR_52_222_41), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_\_(2) [52.222-42](https://www.acquisition.gov/far/part-52#FAR_52_222_42), Statement of Equivalent Rates for Federal Hires (May 2014) ( [29 U.S.C. 206](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_X\_(3) [52.222-43](https://www.acquisition.gov/far/part-52#FAR_52_222_43), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ( [29 U.S.C. 206](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_\_(4) [52.222-44](https://www.acquisition.gov/far/part-52#FAR_52_222_44), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29U.S.C.206](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_\_(5) [52.222-51](https://www.acquisition.gov/far/part-52#FAR_52_222_51), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_\_(6) [52.222-53](https://www.acquisition.gov/far/part-52#FAR_52_222_53), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  \_X\_(7) [52.222-55](https://www.acquisition.gov/far/part-52#FAR_52_222_55), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).  \_\_(8) [52.222-62](https://www.acquisition.gov/far/part-52#FAR_52_222_62), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).  \_\_(9) [52.226-6](https://www.acquisition.gov/far/part-52#FAR_52_226_6), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](https://www.acquisition.gov/far/part-2#FAR_2_101), on the date of award of this contract, and does not contain the clause at [52.215-2](https://www.acquisition.gov/far/part-52#FAR_52_215_2), Audit and Records-Negotiation.  (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.  (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](https://www.acquisition.gov/far/part-4#FAR_Subpart_4_7), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.  (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.  (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-  (i) [52.203-13](https://www.acquisition.gov/far/part-52#FAR_52_203_13), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  (ii) [52.203-17](https://www.acquisition.gov/far/part-52#FAR_52_203_17), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](https://www.govinfo.gov/link/uscode/41/4712)).  (iii) [52.203-19](https://www.acquisition.gov/far/part-52#FAR_52_203_19), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).  (iv) [52.204-23](https://www.acquisition.gov/far/part-52#FAR_52_204_23), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).  (v) [52.204-25](https://www.acquisition.gov/far/part-52#FAR_52_204_25), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).  (vi) [52.204-27](https://www.acquisition.gov/far/part-52#FAR_52_204_27), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).  (vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( [Pub. L. 115–390](https://www.govinfo.gov/link/plaw/115/public/390), title II).  (B) Alternate I (Dec 2023) of 52.204–30.  (viii) [52.219-8](https://www.acquisition.gov/far/part-52#FAR_52_219_8), Utilization of Small Business Concerns (Feb 2024) ( [15 U.S.C. 637(d)(2)](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title15-section637&num=0&edition=prelim) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](https://www.acquisition.gov/far/part-19#FAR_19_702)(a) on the date of subcontract award, the subcontractor must include [52.219-8](https://www.acquisition.gov/far/part-52#FAR_52_219_8) in lower tier subcontracts that offer subcontracting opportunities.  (ix) [52.222-21](https://www.acquisition.gov/far/part-52#FAR_52_222_21), Prohibition of Segregated Facilities (Apr 2015).  (x) [52.222-26](https://www.acquisition.gov/far/part-52#FAR_52_222_26), Equal Opportunity (Sep 2015) (E.O.11246).  (xi) [52.222-35](https://www.acquisition.gov/far/part-52#FAR_52_222_35), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  (xii) [52.222-36](https://www.acquisition.gov/far/part-52#FAR_52_222_36), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  (xiii) [52.222-37](https://www.acquisition.gov/far/part-52#FAR_52_222_37), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  (xiv) [52.222-40](https://www.acquisition.gov/far/part-52#FAR_52_222_40), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](https://www.acquisition.gov/far/part-52#FAR_52_222_40).  (xv) [52.222-41](https://www.acquisition.gov/far/part-52#FAR_52_222_41), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-chapter67-front&num=0&edition=prelim)).  (xvi) (A) [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and E.O 13627).  (B) Alternate I (Mar 2015) of [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50) ( [22 U.S.C. chapter 78 and E.O. 13627](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  (xvii) [52.222-51](https://www.acquisition.gov/far/part-52#FAR_52_222_51), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  (xviii) [52.222-53](https://www.acquisition.gov/far/part-52#FAR_52_222_53), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  (xix) [52.222-54](https://www.acquisition.gov/far/part-52#FAR_52_222_54), Employment Eligibility Verification (May 2022) (E.O. 12989).  (xx) [52.222-55](https://www.acquisition.gov/far/part-52#FAR_52_222_55), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).  (xxi) [52.222-62](https://www.acquisition.gov/far/part-52#FAR_52_222_62), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).  (xxii)  (A) [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  (B) Alternate I (Jan 2017) of [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3).  (xxiii) [52.225-26](https://www.acquisition.gov/far/part-52#FAR_52_225_26), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).  (xxiv) [52.226-6](https://www.acquisition.gov/far/part-52#FAR_52_226_6), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](https://www.acquisition.gov/far/part-52#FAR_52_226_6).  (xxv) [52.232-40](https://www.acquisition.gov/far/part-52#FAR_52_232_40), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](https://www.govinfo.gov/link/uscode/31/3903) and [10 U.S.C. 3801](https://www.govinfo.gov/link/uscode/10/3801)). Flow down required in accordance with paragraph (c) of [52.232-40](https://www.acquisition.gov/far/part-52#FAR_52_232_40).  (xxvi)   [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](https://www.govinfo.gov/content/pkg/USCODE-2019-title46/html/USCODE-2019-title46-subtitleV-partD-chap553-subchapI-sec55305.htm) and [10 U.S.C. 2631](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64).  (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.  (End of clause)  *Alternate I* (Feb 2000). As prescribed in [12.301](https://www.acquisition.gov/far/part-12#FAR_12_301) (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".  *Alternate II* (Feb 2024) . As prescribed in [12.301](https://www.acquisition.gov/far/part-12#FAR_12_301) (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:  (d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ( [5 U.S.C. App.](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)), or an authorized representative of either of the foregoing officials shall have access to and right to—  (i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and  (ii) Interview any officer or employee regarding such transactions.  (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—  (i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and  (ii) *Those clauses listed in this paragraph (e)(1)*. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-  (A) [52.203-13](https://www.acquisition.gov/far/part-52#FAR_52_203_13), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  (B) [52.203-15](https://www.acquisition.gov/far/part-52#FAR_52_203_15), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).  (C) [52.203-17](https://www.acquisition.gov/far/part-52#FAR_52_203_17), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](https://www.govinfo.gov/link/uscode/41/4712)).  (D) [52.204-23](https://www.acquisition.gov/far/part-52#FAR_52_204_23), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).  (E) [52.204-25](https://www.acquisition.gov/far/part-52#FAR_52_204_25), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).  (F) [52.204-27](https://www.acquisition.gov/far/part-52#FAR_52_204_27), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).  (G)*\_\_*( *1*) 52.204–30, Federal Acquisition Supply Chain Security Act Orders— Prohibition. (Dec 2023) ( [Pub. L. 115–390](https://www.govinfo.gov/link/plaw/115/public/390), title II).  *\_\_*(*2*) Alternate I (Dec 2023) [52.204-30](https://www.acquisition.gov/far/part-52#FAR_52_204_30).  (H) [52.219-8](https://www.acquisition.gov/far/part-52#FAR_52_219_8), Utilization of Small Business Concerns (Feb 2024) ( [15 U.S.C. 637(d)(2) and (3)](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title15-section637&num=0&edition=prelim)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](https://www.acquisition.gov/far/part-19#FAR_19_702)(a) on the date of subcontract award, the subcontractor must include [52.219-8](https://www.acquisition.gov/far/part-52#FAR_52_219_8) in lower tier subcontracts that offer subcontracting opportunities.  (I) [52.222-21](https://www.acquisition.gov/far/part-52#FAR_52_222_21), Prohibition of Segregated Facilities (Apr 2015).  (J) [52.222-26](https://www.acquisition.gov/far/part-52#FAR_52_222_26), Equal Opportunity (Sep 2016) (E.O. 11246).  (K) [52.222-35](https://www.acquisition.gov/far/part-52#FAR_52_222_35), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  (L) [52.222-36](https://www.acquisition.gov/far/part-52#FAR_52_222_36), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  (M) [52.222-40](https://www.acquisition.gov/far/part-52#FAR_52_222_40), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](https://www.acquisition.gov/far/part-52#FAR_52_222_40).  (N) [52.222-41](https://www.acquisition.gov/far/part-52#FAR_52_222_41), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-chapter67-front&num=0&edition=prelim)).  (O) *\_\_* *(1)* [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)and E.O 13627).  *\_\_* *(2)* Alternate I (Mar 2015) of [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50) ( [22 U.S.C. chapter 78 and E.O. 13627](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).  (P) [52.222-51](https://www.acquisition.gov/far/part-52#FAR_52_222_51), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-chapter67-front&num=0&edition=prelim)).  (Q) [52.222-53](https://www.acquisition.gov/far/part-52#FAR_52_222_53), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( [41 U.S.C. chapter 67](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-chapter67-front&num=0&edition=prelim)).  (R) [52.222-54](https://www.acquisition.gov/far/part-52#FAR_52_222_54), Employment Eligibility Verification (May 2022) (Executive Order 12989).  (S) [52.222-55](https://www.acquisition.gov/far/part-52#FAR_52_222_55), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).  (T) [52.222-62](https://www.acquisition.gov/far/part-52#FAR_52_222_62), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).  (U)*\_\_* *(1)* [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title5-section552a&num=0&edition=prelim)).  *\_\_* *(2)* Alternate I (Jan 2017) of [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3).  (V) [52.225-26](https://www.acquisition.gov/far/part-52#FAR_52_225_26), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).  (W) [52.226-6](https://www.acquisition.gov/far/part-52#FAR_52_226_6), Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) ( [42 U.S.C. 1792](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.  (X) [52.232-40](https://www.acquisition.gov/far/part-52#FAR_52_232_40), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ( [31 U.S.C. 3903](https://www.govinfo.gov/link/uscode/31/3903) and [10 U.S.C. 3801](https://www.govinfo.gov/link/uscode/10/3801)). Flow down required in accordance with paragraph (c) of [52.232-40](https://www.acquisition.gov/far/part-52#FAR_52_232_40).  (Y) [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](https://www.govinfo.gov/content/pkg/USCODE-2019-title46/html/USCODE-2019-title46-subtitleV-partD-chap553-subchapI-sec55305.htm) and [10 U.S.C. 2631](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.   1. **FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. (DEC 2023)**   As prescribed in [4.2004](https://www.acquisition.gov/far/part-4#FAR_4_2004) , insert the following clause:  Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities. (Dec 2023)  *(a) Definitions*. As used in this clause—  *Kaspersky Lab covered article* means any hardware, software, or service that–  (1) Is developed or provided by a Kaspersky Lab covered entity;  (2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or  (3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.  *Kaspersky Lab covered entity* means–  (1) Kaspersky Lab;  (2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;  (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or  (4) Any entity of which Kaspersky Lab has a majority ownership.  (b) *Prohibition*. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any Kaspersky Lab covered article. The Contractor is prohibited from—  (1) Providing any Kaspersky Lab covered article that the Government will use on or after October 1, 2018; and  (2) Using any Kaspersky Lab covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.  (c) *Reporting requirement*.  (1) In the event the Contractor identifies a Kaspersky Lab covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at [https://dibnet.dod.mil](https://dibnet.dod.mil/). For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at [https://dibnet.dod.mil](https://dibnet.dod.mil/).  (2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:  (i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.  (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.  (d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts including subcontracts for the acquisition of commercial products or commercial services.  (End of clause)   1. **FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)**   As prescribed in [4.2105](https://www.acquisition.gov/far/part-4#FAR_4_2105)(a), insert the following provision:  Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)  The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](https://www.acquisition.gov/far/part-52#FAR_52_204_26), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](https://www.acquisition.gov/far/part-52#FAR_52_212_3), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](https://www.acquisition.gov/far/part-52#FAR_52_204_26), or in paragraph (v)(2)(ii) of the provision at [52.212-3](https://www.acquisition.gov/far/part-52#FAR_52_212_3).   (a) Definitions. As used in this provision—   Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](https://www.acquisition.gov/far/part-52#FAR_52_204_25), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.  (b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—   * 1. Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or   2. Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.   (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—   1. Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or 2. Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.   (c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ([https://www.sam.gov](https://www.sam.gov/)) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".   1. Representation. The Offeror represents that—   (1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and  (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—   It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.  (e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:  (i) For covered equipment—  (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);   (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and   (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.  (ii) For covered services—  (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or   (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.  (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:  (i) For covered equipment—  (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);  (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and  (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.  (ii) For covered services—  (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or  (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.  (End of provision)   1. **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)**   As prescribed in 4.2105(b), insert the following clause:  Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)  (a) Definitions. As used in this clause—  Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).  Covered foreign country means The People’s Republic of China.  Covered telecommunications equipment or services means–  (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);  (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);  (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or  (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.  Critical technology means–  (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;  (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-  (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or  (ii) For reasons relating to regional stability or surreptitious listening;  (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);  (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);  (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or  (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).  Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.  Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.  Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.  Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.  (b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.  (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.  (c) Exceptions. This clause does not prohibit contractors from providing—  (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or  (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.  (d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.  (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause  (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.  (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.  (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.  (End of clause) |
|  |

**IRS LOCAL CLAUSES & PROVISIONS**

1. **DTAP 1052.224-70 CONTRACT PUBLICATION (OCT 2018)**

As prescribed in 1024.203(c), insert the following clause:

**CONTRACT PUBLICATION (OCT 2018)**

1. (a) The Department of the Treasury (Treasury) may, at its sole discretion, publish this contract or portions thereof, including orders issued under the contract when deemed in the best interest of the Government.

(b) To afford the Contractor an opportunity to review and propose redactions for any information contained in the Treasury contact that may be subject to a FOIA exemption, the Contractor may submit, within ten business (10) days from the date of award of this contract or any order issued under the contract—

(1) A pdf file of the fully executed contract or order that is suitable for publication and which includes all Contractor proposed redactions (e.g., trade secrets or any commercial or financial information that the Contractor believes to be privileged or confidential business information) and.

(2) A written statement identifying the portions of each proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. 552, and, in the case of FOIA Exemption 4, 5 U.S.C. 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential.

(c) Treasury will consider the Contractor’s proposed redactions and associated grounds for nondisclosure prior to making a determination as to what information may be properly withheld for purposes of publication of this contract or portions thereof.

(d) The Contractor may submit a request to the CO for additional time to complete the action prescribed by paragraph (b) of this clause. The lack of action by the Contractor will be deemed by the Government as there being no information in the Treasury contract subject to a FOIA exemption.

(e) Information provided by the Contractor in response to this clause may itself be subject to disclosure under the FOIA.

(End of clause)

1. **DTAR 1052.232-1 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2015)**

(a) Definitions. As used in this clause—

(1) “Payment request” means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b),”Content of Invoices” and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoicing Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contract information, is available at [www.ipp.gov](http://www.ipp.gov) or any successor site.

1. The Contractor may submit payment requests using other than IPP only when the

Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.

1. If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer’s written authorization with each payment request.

(End of clause)

1. **IR1052.209-9002 NOTICE AND CONSENT TO DISCLOSE AND USE OF TAXPAYER RETURN INFORMATION (MAY 2018)**

(a) Definitions. As used in this provision—

“Authorized representative(s) of the offeror” means the person(s) identified to the Internal Revenue Service (IRS) within the consent to disclose by the offeror as authorized to represent the offeror in disclosure matters pertaining to the offer.

“Delinquent Federal tax liability” means any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

“Tax check” means an IRS process that accesses and uses taxpayer return information to support the Government’s determination of an offeror’s eligibility to receive an award, including but not limited to implementation of the statutory prohibition of making an award to corporations that have an unpaid Federal tax liability (See FAR 9.104-5(b)).

(b) Notice. Pursuant to 26 USC 6103(a) - taxpayer return information, with few exceptions, is confidential. Under the authority of 26 U.S.C. 6103(h)(1), officers and employees of the Department of the Treasury, including the IRS, may have access to taxpayer return information as necessary for purposes of tax administration. The Department of the Treasury has determined that an IRS contractor’s compliance with the tax laws is a tax administration matter and that the access to and use of taxpayer return information is needed for determining an offeror’s eligibility to receive an award, including but not limited to implementation of the statutory prohibition of making an award to corporations that have an unpaid Federal tax liability (see FAR 9.104-5).

(1) The performance of a tax check is one means that will be used for determining an offeror’s eligibility to receive an award in response to this solicitation (See FAR 9.104). As a result, the offeror may want to take steps to confirm it does not have a delinquent Federal tax liability prior to submission of its response to this solicitation. If the offeror recently settled a delinquent Federal tax liability, the offeror may want to take steps to obtain information in order to demonstrate the offeror’s responsibility to the contracting officer (See FAR 9.104- 5).

(c) The offeror shall execute the consent to disclosure provided in paragraph (d) of this provision and include it with the submission of its offer. The consent to disclosure shall be signed by an authorized person as required and defined in 26 U.S.C. 6103(c) and 26 CFR 301.6103(c)-1(e)(4).

(d) Consent to disclosure. I hereby consent to the disclosure of taxpayer return information (as defined in 26 U.S.C. 6103(b)(2)) as follows:

**[Insert OFFEROR NAME]**

The Department of the Treasury, Internal Revenue Service, may disclose the results of the tax check conducted in connection with the offeror’s response to this solicitation, including taxpayer return information as necessary to resolve any matters pertaining to the results of the tax check, to the authorized representatives of on this offer.

**[Insert OFFEROR NAME]**

I am aware that in the absence of this authorization, the taxpayer returns information of

\*\*7599 is confidential and may not be disclosed, which subsequently may remove the offer from eligibility to receive an award under this solicitation.

**[insert PERSON(S) NAME AND CONTACT INFORMATION]**

I consent to disclosure of taxpayer return information to the following person(s):

I certify that I have the authority to execute this consent on behalf of Offeror Name:

**[Insert OFFEROR NAME]**

Offeror Taxpayer Identification Number: [Insert Offeror Taxpayer Identification Number]

Offeror Address: [Insert Offeror Address]

Name of Individual Executing Consent: [ Insert Name of Individual Executing Consent]

Title of Individual Executing Consent: \_ [Insert Title of Individual Executing Consent]

Signature: Date:

(End of provision)

1. **DT1052.210-70 CONTRACTOR publicity (AUG 2015)**

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

(End of clause)

1. **IR1052.222-70 MINORITY AND WOMEN INCLUSION (APR 2014)**

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

“The documentation requested by the contracting officer to demonstrate “good faith effort” may include, but is not limited to, one or more of the following:

1. The total number of Contractor’s employees, and the number of minority and women employees, by race, ethnicity, and gender (e.g., an EEO-1).

2. A list of subcontract awards under the Contract that includes: dollar amount, date of award, and subcontractor’s race, ethnicity, and/or gender ownership status.

1. Information similar to that required in item 1, above, with respect to each subcontractor; and/or
2. The Contractor’s plan to ensure that minorities and women have appropriate opportunities to enter and advance within its workforce, including outreach efforts.

(End of clause)

1. **IR1052.232-9001 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS FOR THE INVOICE PROCESSING PLATFORM (IPP) (JUL 2015)**

(a) Definitions:

"Short payment" as used in this clause means the partial payment of an invoice for goods/services rendered at the time of payment when the invoice includes additional goods/services that have not yet been provided/rendered.

“Short payment” example: The contract requires the delivery of a set number of items, with the price, delivery location, and delivery due date also specified. The vendor delivers 50% of the items as specified but invoices for 100% of the items. Before implementation of the IPP, the IRS would have paid the vendor for the items delivered and instructed the vendor to re-invoice the IRS when the balances of the items were delivered. In other words, the IRS would "short pay" the invoice since the IRS did not remit payment for the full invoice amount. With implementation of the IPP, the IRS can no longer do this because the IRS cannot accept an electronic invoice that includes items not yet received. The IRS will reject the invoice. The vendor needs to submit an invoice for only the items received by the IRS (in this case, 50%), and, if these items meet all other contract terms and conditions, the IRS will pay the invoiced amount. The vendor submits subsequent invoice(s) for items as they are delivered and accepted.

(b) The Invoice Processing Platform (IPP) is a secure Web-based electronic invoicing and payment information service available to all Federal agencies and their suppliers. Effective October 1, 2012, invoicing for payment through the IPP will be mandatory for all new contract awards. Additional information regarding the IPP may be found at the IPP website address https://www.ipp.gov. Contractors must complete the contractor point of contact information below and submit it with their proposal submissions. Contractors may contact the IPP Helpdesk for assistance via e-mail at ippgroup@stls.frb.org or via phone at (866) 973-3131. Once a contract award has been made, the contractor will be contacted by the IPP via e-mail to set-up an account. It will be necessary for contractors to login to their IPP accounts every 90 days to keep their IPP accounts active.

(c) Contractor Point of Contact Information

Contractor Name:

Contractor IPP Point of Contact Name:

Contractor Phone Number:

Contractor E-mail Address:

(d) Electronic Invoicing and Payment Requirements

Vendor invoices submitted electronically through the IPP should be in the proper format and contain the information required for payment processing. To be approved for payment, a “proper invoice” must list the items specified in FAR 52.232-25 (a)(3)(i) through (a)(3)(x), or in the case of a Commercial Item Contract, the items included in 52.212-4(g)(1)(i) through (g)(1)(x).

If the vendor is offering a discount via the IPP, the discount must be reflected on the invoice. The vendor will select 'Create Invoice'. The IPP system will default to ‘Net 30 Prompt Pay’ under the Payment Terms drop-down box. The vendor will select from 54 different discount options for the invoice that is being created. If the vendor chooses to offer a discount on the invoice screen, the information will interface to the payment system for processing. Discounts that are offered on attachments rather than the invoice itself cannot be accepted**.**

Under this contract, the following documents are required to be submitted as an attachment to the invoice (Contracting Officer fills in additional documentation that must be furnished by the contractor (e.g. timesheet)). **Please do not submit into IPP any documentation/attachments that conflict with what is stated on the invoice:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Payment and Invoice Questions

For payment and invoice questions, contact the Ancillary Systems at (304) 254-3372 or via e- mail at cfo.fm.ipp.customer.support@irs.gov.

(e) Waiver

If the Contractor is unable to use the IPP for submitting payment requests starting on October 1, 2012, then a waiver form must be completed and submitted with the contractor’s proposal submission for review and approval by the Contracting Officer based on one of the conditions listed in the waiver. The vendor will be notified prior to award as to whether their request for waiver has been approved or denied. If the waiver is granted, then a copy of the waiver must be submitted with each paper invoice that the vendor submits to the payment office or the invoice will be returned.

(f) Short Payment

Short payment on vendor submitted invoices will no longer be processed or paid. If any portion of the invoice does not meet the requirements for a proper invoice, the entire invoice shall be rejected and returned to the vendor unpaid.

**IRS Invoice Processing Platform (IPP) Waiver Form**

The IRS invoicing and payment requirements clause (IR1052.232-9001) requires that all invoices under awards made (or effective) on or after October 1, 2012, be submitted electronically via the IPP unless a waiver is requested and granted. If the Contractor is unable to submit its invoice through the IPP, the Contractor shall complete this waiver form indicating the reason for the waiver request by selecting the appropriate box below and providing a narrative summarizing in detail the circumstances requiring a waiver.

For a solicitation, submit the waiver form with the proposal submission. For a modification that incorporates the IPP clause into an existing contract, submit the waiver form with the modification. The CO will notify the vendor via e-mail or another appropriate means of communication prior to award as to whether their waiver has been approved or denied. If the waiver is granted, then a copy of the approved waiver must be submitted with each invoice that the vendor submits to the payment office or the invoice will be returned.

Reason for requesting a waiver of the requirement to submit an electronic invoice via the IPP:

1. Submission of invoices through IPP would impose a hardship on an individual (includes employees and sole proprietors) due to either a physical or mental disability; a geographic, language, or literacy barrier; or an undue financial burden. The requirement to submit invoices through the IPP is automatically waived for all individuals who do not have payment capability using ACH with a U.S. financial institution.

2. The political, financial or communications infrastructure where the place of business is located does not support access to the IPP for submitting invoices electronically.

3. The contractor is located within an area designated by the President of the United States or an authorized agency administration as a disaster area. (Please identify area/location.)

4. The submission of invoices electronically may pose a threat to national security, the life or physical safety of an individual may be endangered, or a law enforcement action may be compromised.

5. The agency does not expect to receive more than one invoice from the same contractor within a one-year period. i.e., the invoice submission is non- recurring.

6. The contractor customarily submits a high volume of invoices on a regular basis via file format, not currently supported by the IPP (i.e., uses a file format other than XML or CSV) and the high volume of invoices would cause a significant burden to the contractor if submitted through the IPP individually. If utilizing this exception, please identify the file formats supported by your invoicing system so that the IPP may consider implementing the requested file format at a later date. File format(s) used:

7. Other - Please explain:

Attach a separate sheet of paper with a summary narrative substantiating the circumstances for the waiver exception selected from above (1 through 7).

**Waiver Submitted By:**

Contractor Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Person Submitting Request for Waiver Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Person Submitting Request for Waiver

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail Address & Phone No.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract/Order No. Date Submitted

**Waiver Approved By:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contracting Officer’s Name Printed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contracting Officer’s Signature Date

(End of clause)

1. **IR1052.239-9000 Section 508 Information, Documentation and Support (DEC 2019)**

In accordance with 36 CFR, Appendix C to Part 1194, [the information and communication technology (ICT)](https://www.section508.gov/content/is-it-ict) (ICT) products and product support services documentation furnished in performance of this contract shall be provided at no additional cost. The contractor shall provide information, documentation, and support relative to the supplies and services as described in the statement of work, performance work statement or statement of objectives (Select one). The following technical standards and provisions have been determined to be applicable to this contract.

**\_X\_ Chapter 6: Support Documentation and Services**

\_X\_ 601 General

\_X\_ 601.1

\_X\_ 602 Support Documentation

\_X\_ 602.1 \_X\_ 602.2 \_X\_ 602.3 \_X\_ 602.4

\_X\_ 603 Support Services

\_X\_ 603.1 \_X\_ 603.2 \_X\_ 603.3

(End of clause)

1. **IR1052.239-9001 Section 508 Conformance (NOV 2020)**

Each [information and communication technology (ICT)](https://www.section508.gov/content/is-it-ict) product and/or product related service delivered under the terms of this contract, at a minimum, shall conform to the applicable accessibility standards at 36 CFR, Appendix C to Part 1194 at the level of conformance as specified in the Attachment entitled, \_\_\_\_\_\_\_\_\_ (Please state where attachment may be found and name of attachment for example, Section J., Voluntary Product Accessibility Template (VPAT) or Section J., Evaluation Matrix).”

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

**\_X\_ Chapter 5: Software**

\_X\_ 501 General

\_X\_ 501.1

\_X\_ 502 Interoperability with Assistive Technology

\_X\_ 502.1 \_X\_ 502.2 \_X\_ 502.3 \_X\_ 502.4(A-G)

\_X\_ 503 Applications

\_X\_ 503.1 \_X\_ 503.2 \_X\_ 503.3 \_X\_ 503.4

\_X\_ 504 Authoring Tools

\_X\_ 504.1 \_X\_ 504.2 \_X\_ 504.3 \_X\_ 504.4

**\_\_\_ Chapter 7: Referenced Standards**

\_X\_ 701 General

\_X\_ 701.1

\_X\_ 702 Incorporation by Reference

\_X\_ 702.1 \_\_\_ 702.2 \_X\_ 702.3 \_X\_ 702.4 \_\_\_ 702.5 \_\_\_ 702.6 \_\_\_ 702.7 \_\_\_ 702.8 \_\_\_ 702.9 \_X\_ 702.10

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

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

**\_X\_ Chapter 3: Functional Performance Criteria**

\_X\_ 301 General

\_X\_ 301.1

\_X\_ 302 Functional Performance Criteria

\_X\_ 302.1 \_X\_ 302.2 \_X\_ 302.3 \_X\_ 302.4 \_X\_ 302.5 \_X\_ 302.6 \_X\_ 302.7 \_X\_ 302.8 \_X\_ 302.9

(End of clause)

1. **IR1052.239.9002 Section 508 Services (JUNE 2022)**

All contracts, solicitations, purchase orders, delivery orders and interagency agreements that contain a requirement of services which will result in the delivery of a new or updated [information and communication technology (ICT)](https://www.section508.gov/content/is-it-ict) item/product must conform to the applicable provisions of the appropriate technical standards in 36 CFR, Appendix C to Part 1194, and functional performance criteria in 36 CFR Chapter 3, unless an agency exception to this requirement exists at [FAR 39.204 Exceptions](https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines) .

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

**Chapter 4: Hardware**

401 General

401.1

402 Closed Functionality

402.1 402.2(1-6) 402.3 402.4 402.5

403 Biometrics

403.1

404 Preservation of Information Provided for Accessibility

404.1

405 Privacy

405.1

406 Standard Connections

406.1

407 Operable Parts

407.1 407.2 407.3 407.4 407.5 407.6 407.7

407.8

408 Display Screens

408.1 408.2 408.3

409 Status Indictors

409.1

410 Color Coding

410.1

411 Audible Signals

411.1

412 ICT with Two-Way Communication

412.1 412.2 412.3 412.4 412.5 412.6 412.7

412.8

413 Closed Caption Processing Technologies

413.1

414 Audio Description Processing Technologies

414.1

415 User Controls for Captions and Audio Descriptions

415.1

**\_X\_ Chapter 5: Software**

\_X\_ 501 General

\_X\_ 501.1

\_X\_ 502 Interoperability with Assistive Technology

\_X\_ 502.1 \_X\_ 502.2 \_X\_ 502.3 \_X\_ 502.4(A-G)

\_X\_\_ 503 Applications

\_X\_ 503.1 \_X\_ 503.2 \_X\_ 503.3 \_X\_ 503.4

\_X\_ 504 Authoring Tools

\_X\_ 504.1 \_X\_ 504.2 \_X\_ 504.3 \_X\_ 504.4

**\_X\_ Chapter 7: Referenced Standards**

\_X\_ 701 General

\_X\_ 701.1

\_X\_ 702 Incorporation by Reference

\_X\_ 702.1 \_\_\_ 702.2 \_X\_ 702.3 \_X\_ 702.4 \_\_\_ 702.5 \_\_\_ 702.6 \_\_\_ 702.7 \_\_\_ 702.8 \_\_\_ 702.9 \_X\_ 702.10

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

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

**\_X\_ Chapter 3: Functional Performance Criteria**

\_X\_ 301 General

\_X\_ 301.1

\_X\_ 302 Functional Performance Criteria

\_X\_ 302.1 \_X\_ 302.2 \_X\_ 302.3 \_X\_ 302.4 \_X\_ 302.5 \_X\_ 302.6 \_X\_ 302.7 \_X\_ 302.8 \_X\_ 302.9

(End of clause)

1. **IR1052.239-9003 Section 508 Accessibility of Information and Communication Technology (100% Compliance) (DEC 2019)**

Each [information and communication technology (ICT)](https://www.access-board.gov/ict/) product or service furnished under this contract shall comply with the Information and Communication Technology Accessibility Standards (36 CFR, Appendix C to Part 1194). If the Contracting Officer determines any furnished products or services are not in compliance with the contract, the Contracting Officer will apply the remedies described under FAR 52.246-2, Inspection of Supplies – Fixed Price or FAR 52.246- 4, Inspection of Services – Fixed Price.

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

**Chapter 4: Hardware**

401 General

401.1

402 Closed Functionality

402.1 402.2(1-6) 402.3 402.4 402.5

403 Biometrics

403.1

404 Preservation of Information Provided for Accessibility

404.1

405 Privacy

405.1

406 Standard Connections

406.1

407 Operable Parts

407.1 407.2 407.3 407.4 407.5

407.6 407.7 407.8

408 Display Screens

408.1 408.2 408.3

409 Status Indictors

409.1

410 Color Coding

410.1

411 Audible Signals

411.1

412 ICT with Two-Way Communication

412.1 412.2 412.3 412.4 412.5

412.6 412.7 412.8

413 Closed Caption Processing Technologies

413.1

414 Audio Description Processing Technologies

414.1

415 User Controls for Captions and Audio Descriptions

415.1

**Chapter 5: Software**

501 General

501.1

502 Interoperability with Assistive Technology

502.1 502.2 502.3 502.4(A-G)

503 Applications

503.1 503.2 503.3 503.4

504 Authoring Tools

504.1 504.2 504.3 504.4

**Chapter 7: Referenced Standards**

701 General

701.1

702 Incorporation by Reference

702.1 702.2 702.3 702.4 702.5

702.6 702.7 702.8 702.9 702.10

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

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

**Chapter 3: Functional Performance Criteria**

301 General

301.1

302 Functional Performance Criteria

302.1 302.2 302.3 302.4 302.5 302.6

302.7 302.8 302.9

(End of clause)

1. **IR1052.239-9008 Information Systems and Information Security Controls for Contracting Actions Subject to Internal Revenue Manual (IRM) 10.8.1 (JUN 2021)**

In performance of this contract, the contractor agrees to comply with the following requirements and assumes responsibility for compliance by its personnel and subcontractors (and their personnel):

(a) General. The contractor shall ensure IRS information and information systems are protected at all times. The contractor shall develop, implement, and maintain effective controls and methodologies in its business processes, physical environments, and human capital or personnel practices that meet or otherwise adhere to the security and privacy controls, requirements, and objectives described in applicable security and privacy control guidelines, and their respective contracts.

1. IRM 10.5.1 and IRM10.8.1 Applicability. This contract action is subject to Internal Revenue Manual (IRM) Part 10.8.1– Information Technology (IT) Security, Policy and Guidance, and IRM 10.5.1 – Privacy Policy. The contractor shall adhere to the general guidance and specific security and privacy control standards or requirements contained in IRM10.5.1 and 10.8.1. While the IRM 10.8.1 shall apply to the requirements to access systems, and IRM 10.5.1 shall apply to access SBU data, IRS Publication 4812, Contractor Security & Privacy Controls, may also govern as addressed in another clause. It will address the requirements related to physical and personnel security that must continue to be maintained at contractor sites.
2. Based on the Federal Information Security Modernization Act of 2014 (FISMA), and standards and guidelines developed by the National Institute of Standards and Technology (NIST), IRM 10.8.1 provides overall IT security control guidance for the IRS, and uniform policies and guidance to be used by each office, or business, operating, and functional unit within the IRS that uses IRS information systems to accomplish the IRS mission.
3. Contractor Security Representative. The contractor shall assign and identify, in its offer, a Contractor Security Representative (CSR) and alternate CSR to all contracts requiring staff-like access to IRS information, information technology and systems, facilities, and/or assets. The CSR is the contractor’s primary point for the Government on all security-related matters and the person responsible for ensuring the security and privacy of information and information systems in accordance with the terms and conditions of the contract and all applicable security controls.

(e) Flow down of clauses. The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entail staff- like access to SBU information by a subcontractor or agent, at any tier, the same Federal Acquisition Regulation (FAR) and local security or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

*(End of Clause)*

1. **IR1052.242-9000 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (JUN 2020)**

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The Assessing Official (e.g., Contracting Officer) will prepare a final performance evaluation at the time the work on the contract is completed. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract. (\*\*If evaluations are conducted annually, modify the above sentence appropriately.)

The past performance evaluation process is a paperless process using the Contractor Performance Assessment Reporting System (CPARS). CPARS is a web-based system that allows for electronic processing of the performance evaluation report. The completed evaluation was previously available in the Past Performance Information Retrieval System (PPIRS), but since the General Services Administration officially retired PPIRS and merged it with CPARS, it created “a single system” that “provides one location and one account to perform functions such as creating and editing performance and integrity records, changes to administering users, running reports, generating performance records, and viewing/managing performance records.

Once the Contractor is registered in CPARS, they will receive an automatically- generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/ The CPARS User Manual, registration for Online Training for Contractors, and a practice application may be found at this site as well.

Interim and final evaluations will be provided to the Contractor for their review and comment as soon as practicable after completion of the evaluation. Evaluations of contractor past performance will be posted to the relevant past performance database no more than 14 days after the information is provided to the contractor. On day 15, whether the contractor has responded or not, the evaluation automatically posts to PPIRS. If the Contractor elects not to provide comments, they should acknowledge receipt of the evaluation by indicating "No comment" and then sign and date the form. If the Contractor does not sign and submit the form within 14 days, it will automatically be returned to the Government.

Contractors who disagree with a government evaluation can request to meet with the Contracting Officer to discuss their scores and provide feedback or justification for their performance. No requirement exists for the government to meet with the contractor; however, if a contractor requests a meeting, the government may accept the request.

Any such meeting does not alter the requirement that an evaluation be posted to PPIRS within 14 days.

Several avenues still exist for the contractor to influence the review. First, the contractor may submit a comment after the 14-day period expires and the review has been posted to PPIRS. The contractor’s late comments must be posted to PPIRS; however, the government’s original report will still be available to all source selection officials.

Although authorized, an agency is not required to modify its evaluation based upon a contractor’s comments. Second, the contractor may appeal its review one level above the Contracting Officer to the Reviewing Official. Again, the appeal does not stop the 14- day reporting period and the original evaluation will be posted on PPIRS.

The following guidelines apply concerning the Contractor's use of the past performance evaluation:

* Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason the Contractor is unable to view and/or submit the form through CPARS, contact the Contracting Officer for further instructions.
* Strictly control access to the evaluation within the Contractor's organization. Ensure the evaluation is never released to persons or entities outside of the Contractor's control.
* Prohibit the use of or reference to evaluation data for advertising, promotional material, pre- award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
* A copy of the completed past performance evaluation will be available in CPARS for the Contractor's review and for Government use supporting source selection actions after it has been finalized.

(End of Clause)

1. **IR1052.204-9000 – SUBMISSION OF SECURITY FORMS AND RELATED MATERIALS (JUN 2021)**

The Treasury Security Manual (TD P 15-71) sets forth investigative requirements for contractors and subcontractors who require staff-like access, wherever the location, to (1) IRS-owned or controlled facilities (unescorted); (2) IRS information systems (internal or external systems that store, collect, and/or process IRS information); and/or (3) IRS sensitive but unclassified (SBU) information.

“Staff-Like Access” is defined as authority granted to perform one or more of the following:

1. Enter IRS facilities or space (owned or leased) unescorted (when properly badged);
2. Possess login credentials to information systems (internal or external systems that store, collect, and/or process IRS information);
3. Possess physical and/or logical access to (including the opportunity to see, read, transcribe, and/or interpret) SBU data; (See IRM 10.5.1 for examples of SBU data);
4. Possess physical access to (including the opportunity to see, read, transcribe, and/or interpret) security items and products (e.g., items that must be stored in a locked container, security container, or a secure room. These items include, but are not limited to security devices/records, computer equipment-and identification media. For details see IRM 1.4.6.5.1, Minimum Protection Standards);or,
5. Enter physical areas storing/processing SBU information (unescorted)

Staff-like access is granted to an individual who is not an IRS employee (and includes, but is not limited to: contractor/subcontractor personnel, whether procured by IRS or another entity, vendors, delivery persons, experts, consultants, paid/unpaid interns, other federal employee/contractor personnel, cleaning/maintenance personnel, etc.), and is approved upon required completion of a favorable suitability/fitness determination conducted by IRS Personnel Security.

For security requirements at contractor facilities using contractor-managed resources, please reference [Publication 4812,](https://www.irs.gov/pub/irs-pdf/p4812.pdf) Contractor Security & Privacy Controls. The contractor shall permit access to IRS SBU information or information system/assets only to individuals who have received staff-like access approval (interim or final) from IRS Personnel Security.

Contractor/subcontractor personnel requiring staff-like access to IRS equities are subject to (and must receive a favorable adjudication or affirmative results with respect to) the following eligibility/suitability pre- screening criteria, as applicable:

* IRS account history for federal tax compliance (for initial eligibility, as well periodic checks for continued compliance while actively working on IRS contracts);

1. Selective Service registration compliance (for males born after 12/31/59); Contractors must provide proof of registration which can be obtained from the Selective Service website at [www.sss.gov](http://www.sss.gov/).;
2. U.S. citizenship/lawful permanent residency compliance; If foreign-born, contractors must provide proof of U.S. citizenship or Lawful Permanent Residency status by providing their Alien Registration Number (“A” Number);
3. Background investigation forms;
4. Credit history;
5. Federal Bureau of Investigation fingerprint results; and,
6. Review of prior federal government background investigations.

In this regard, Contractor shall furnish the following electronic documents to Personnel Security (PS) at [hco.ps.contractor.security.onboarding@irs.gov](mailto:hco.ps.contractor.security.onboarding@irs.gov) within 10 business days (or shorter period) of assigning (or reassigning) personnel to this contract/order/agreement and prior to the contractor (including subcontractor) personnel performing any work or being granted staff-like access to IRS SBU or IRS/contractor (including subcontractor) facilities, information systems/assets that process/store SBU information thereunder:

1. IRS-provided Risk Assessment Checklist (RAC);
2. Non-Disclosure Agreement (if contract terms grant SBU access); and,
3. Any additional required security forms, which will be made available through PS and the COR.

Contract Duration:

1. Contractor (including subcontractor) personnel whose duration of employment is 180 calendar days or more per year must meet the eligibility/suitability requirements for staff-like access and shall undergo a background investigation based on the assigned position risk designation as a condition of work under the Government contract/order/agreement.
2. If the duration of employment is less than 180 calendar days per year and the contractor requires staff-like access, the contractor (including subcontractor) personnel must meet the eligibility requirements for staff-like access (federal tax compliance, Selective Service Registration, and US Citizenship or Lawful Permanent Residency), as well as an FBI Fingerprint result screening.
3. For contractor (including subcontractor) personnel not requiring staff-like access to IRS facilities, IT systems, or SBU data, and only require infrequent access to IRS- owned or controlled facilities and/or equipment (e.g., a time and material maintenance contract that warrants access one or two days monthly), an IRS background investigation is not needed and will not be requested if a qualified escort, defined as an a contractor who has been granted staff-like access, escorts a contractor at all times while the escorted contractor accesses IRS facilities, or vendor facilities where IRS IT systems hardware or SBU data is stored. As prescribed in IRM 10.23.2, escorting in lieu of staff-like access for IT systems and access to SBU data (escorted or unescorted) will not be allowed.

The contractor (including subcontractor) personnel will be permitted to perform under the contract/order/agreement and have staff-like access to IRS facilities, IT systems, and/or SBU data only upon notice of an interim or final staff-like approval from IRS Personnel Security, as defined in IRM 10.23.2 – *Contractor Investigations*, and is otherwise consistent with IRS security practices and related IRMs, to include, but not limited to:

1. IRM 1.4.6 – Managers Security Handbook; IRM10.2.14 – Methods of Providing Protection; and IRM 10.8.1 - Policy and Guidance.

Current Investigation Reciprocity: Individuals who possess a prior favorably adjudicated Government background investigation that meets the scope and criteria required for their position may be granted interim staff-like access approval upon verification of the prior investigation, receipt of all required contractor security forms, and favorable adjudication of IRS pre-screening eligibility/suitability checks. If their current investigation meets IRS established criteria for investigative reciprocity, individuals will be granted final staff-like access, and will not be required to undergo a new investigation beyond an approved pre-screening determination.

Flow down of clauses: The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entails access to SBU information by a subcontractor, at any tier, the same Federal Acquisition Regulation (FAR) and local security or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

(End of clause)

1. **IR1052.204-9001-- IDENTIFICATION/BADGING REQUIREMENTS (MAR 1998)**

During the period of this contract, access to IRS facilities for contractor representatives shall be granted as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any Treasury, or Treasury bureau, facility shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the Contractor to provide this corporate identification. Upon the termination of the employment of any contractor personnel working on this contract, all Government furnished identification shall be returned to the issuing office. All on-site contractor personnel shall abide by security regulations applicable to that site.

[End of clause]

1. **IR1052.204-9001 Notification of Change in Contractor Personnel Employment Status, Assignment, or Standing (JUN 2021)**

The contractor, via e-mail (hco.ps.contractor.security.onboarding@irs.gov), shall notify the Contracting Officer (CO), Contracting Officer's Representative (COR), and Personnel Security within one (1) business day of the contractor (including subcontractor) becoming aware of any change in the employment status, information access requirement, assignment, or standing of a contractor (or subcontractor) personnel under this contract or order – to include, but not limited to, the following conditions:

* Receipt of the personnel’s notice of intent to separate from employment or discontinue work under this contract/order;
* Knowledge of the personnel’s voluntary separation from employment or performance on this contract/order (if no prior notice was given);
* Transfer or reassignment of the personnel and performance of duties under this contract/order, in whole or in part, to another contract/order (and if possible, identify the gaining contract/order and representative duties/responsibilities to allow for an assessment of suitability based on position sensitivity/risk level designation);
* Denial of or revocation of staff-like access as determined by IRS Personnel Security;
* Separation, furlough, or release from employment;
* Anticipated extended absence of more than 45 days;
* Change of legal name;
* Change to employment eligibility;
* Change in gender or other distinction when physical attributes figure prominently in the biography of an individual;
* Actual or perceived conflict of interest in continued performance under this contract/order (provide explanation); or
* Death.

When required by the COR, the contractor may be required to provide the information required by this clause to the IRS using the Risk Assessment Checklist (RAC) or security documents as identified by Personnel Security. The notice shall include the following minimum information:

* Name of contractor personnel;
* Nature of the change in status, assignment or standing (i.e., provide a brief non-personal, broad-based explanation);
* Affected contract/agreement/order number(s);
* Actual or anticipated date of departure or separation;
* When applicable, the name of the IRS facility or facilities this individual routinely works from or has staff-like access to when performing work under this contract/order;
* When applicable, contractor (including subcontractor) using contractor (or subcontractor) owned systems for work must ensure that their systems are updated to ensure personnel no longer have continued staff-like access to IRS work, either for systems administration or processing functions; and
* Identification of any Government Furnished Property (GFP), Government Furnished Equipment (GFE), or Government Furnished Information (GFI) (to include Personal Identity Verification (PIV) credentials or badges – also referred to as SmartID Cards) provided to the contractor personnel and its whereabouts or status.

In the event the subject contractor (including subcontractor) is working on multiple contracts, orders, or agreements, notification shall be combined, and the cognizant COR for each affected contract or order (using the Contractor Separation Checklist (Form 14604 (Rev. 8-2016)) shall be included in the joint notification along with Personnel Security. These documents (the RAC and security forms) are also available by email request to Personnel Security.

The vendor POC and the COR must ensure all badges, Smart Cards, equipment, documents, and other government furnished property items are returned to the IRS, systems accesses are removed, and Real Estate & Facilities Management is notified of federal workspace that is vacant.

As a rule, the change in the employment status, assignment, or standing of a contractor (or subcontractor) personnel to this contract or order would not form the basis for an excusable delay for failure to perform under the terms of this contract, order, or agreement.

Flow down of clauses. The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entails staff-like access to SBU information by a subcontractor, at any tier, the same Federal Acquisition Regulation (FAR) and local security or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

(End of Clause)

1. **IR1052.204-9002 IRS Specialized Information Technology (IT) Security Training (Role-Based) Requirements (JUN 2022)**

(a) Consistent with the Federal Information Security Modernization Act of 2014 (FISMA), specialized information technology (IT) security training (role-based) shall be completed prior to access to Information Systems and annually thereafter by contractor and subcontractor personnel who have an IT security role or responsibility.

(b) Identifying contractor/subcontractor with a role or responsibility for IT security is completed by the Contractor, and verified by the COR, by completing the Risk Assessment Checklist (RAC). The roles listed in the RAC conform to those roles listed in the Internal Revenue Manual 10.8.1.2 that apply to contractor personnel. This process applies to new contractors/subcontractors, replacement personnel and for existing contractors/subcontractors whose roles change during their work on a contract. This includes, but is not limited to, having an approved elevated privilege to one or more IRS systems through the OL5081 process or Business Entitlement Access Request System (BEARS).

(c) Prior to accessing any IT system, all contractor/subcontractor personnel must successfully complete all provisions of IR1052.204-9000 Submission of Security Forms and Related Materials.

(d) In keeping with the Security Orientation outlined in IR1052.224-9001, contractors/subcontractors designated on the Risk Assessment Checklist as performing a role shall complete approved training equal to the assigned hours within 5 business days of receiving the Personnel Security’s memo approving staff-like access.

(e) Annual Requirements: Thereafter, on an annual basis within a FISMA year cycle beginning July 1st of each year, contractor/subcontractor personnel performing under this contract in the role identified herein is required to complete specialized IT security, role-based training by June 1st of the following year.

(f) Training Certificate/Notice: The contractor shall use the Government system identified by Cybersecurity to annually complete specialized IT security training (role-based). The COR will track the courses, hours completed and the adhere to the established due dates for each contractor/subcontractor personnel. Alternatively, courses may be completed outside of the Government system. Any courses taken outside of the Government system must be pre-approved by IRS Cybersecurity’s Security System Management team via the COR. Adequate information such as course outline/syllabus must be provided for evaluation. Once a course is approved, certificates of completion provided for each contractor/subcontractor shall be provided to COR in order to receive credit toward the required hours for the contractor/subcontractor personnel. Copies of completion certificates for externally completed course must be shared with the Contracting Officer upon request.

(g) Administrative Remedies: A contractor/subcontractor who fails to complete the specialized IT security training (role-based) requirements, within the timeframe specified, may be subject to suspension, revocation or termination (temporarily or permanently) of staff-like access to IRS IT systems.

(h) Flow down of clauses. The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entails staff-like access to SBU information by a subcontractor, at any tier, the same Federal Acquisition Regulation (FAR) and local security or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

(End of Clause)

1. **IR1052.204-9003 – IRS SECURITY AWARENESS TRAINING REQUIREMENTS (JUN 2013)**

The Federal Information Security Management Act of 2002 (FISMA) requires each federal agency to provide periodic information security awareness training to all employees, including contractors, involved in the management, use, or operation of Federal information and information systems. In addition, IRS contractors and their employees are subject to the Taxpayer Browsing Protection Act of 1997, which prohibits willful unauthorized inspection of returns and return information. Violation of the Act could result in civil and criminal penalties.

(a) The contractor shall ensure all contractor personnel complete one or more Information Protection briefings on computer security, disclosure, privacy, physical security, and/or unauthorized access to taxpayer accounts (UNAX), as specified by Contractor Security Management (CSM). CSM can be reached at CSM@irs.gov. Individually and collectively, these briefings make up the IRS Security Awareness Training (SAT) requirements for the Service’s information assets. ***Exception: Contractor personnel performing under IRS contracts with Nonprofit Agencies Employing People Who Are Blind or Severely Disabled (as described in FAR Subpart 8.7) are exempted from the aforementioned SAT requirements, unless the contractor requests SAT, or there is a compelling justification for requiring the training that is approved by the Contracting Officer, in consultation with CSM.***

(i) Security Orientation

All new contractor personnel shall attend a system security orientation within the first 10 business days following initial assignment to any IRS contract/order, and additional IT security awareness training (commensurate with the individual’s duties and responsibilities) within 5 business days of being granted access to an IRS facility or system. The Security Orientation will also be attended by new contractor personnel, including subcontractor personnel, who are authorized under contract to access IRS IT systems, data, and assets from or through contractor-managed facilities, systems, and assets, including laptop computers, workstations, servers, and other IT resources.

(ii) Access to Sensitive but Unclassified (SBU) Information and IT Systems Security Awareness Training (SAT)

Contractor personnel, including subcontractor personnel, required to complete SAT include, but are not necessarily limited to, those involved in any of the following activities:

* Manage, Portfolio or maintain IRS information in a production environment;
* Operate an information system on behalf of the IRS;
* Conduct testing or development of information or information systems on behalf of the IRS;
* Provide advisory and assistance (consulting) services, or administrative support; or
* Handling, processing, access to, development, backup or any services to support IRS.

(iii) Service Personnel Security Awareness Training

Contractor personnel providing services in the following categories are required to complete Physical Security & Emergency Preparedness Training:

* Medical;
* Cafeteria;
* Landscaping;
* Janitorial and cleaning (daylight operations);
* Building maintenance; or
* Other maintenance and repair.

(iv) Service Personnel Inadvertent SBU Access Training

Contractor personnel performing: (i) janitorial and cleaning services (daylight operations), (ii) building maintenance, or (iii) other maintenance and repair and need access to IRS facilities and building wherein pipeline processing (the processing of paper tax returns) is performed or where the facility and building has an exemption to the clean desk policy authorized by PSEP, are required to complete Inadvertent SBU Access training. Facilities performing pipeline processing and/or have an exemption to the clean desk policy are:

Clean Desk Waiver Facilities: (Note: The facilities listed below could change annually and are only authorized for one year.)

* KY2032 333 Scott St., Covington, KY 41001
* KY3005 300 Madison Ave., Covington, KY 41011
* MI1951 985 Michigan Ave., Detroit, MI 48226
* MN1600 30 East Seventh St., St. Paul, MN 55101
* TX2225 2191 Woodward St., Austin, TX 78744

Pipeline Processing Facilities:

* CA4664 Fresno Campus, 5045 E. Butler, Fresno, CA 93727
* CA7370 1950 G Street, Fresno, CA 93706
* CA6530 1000 N. Mooney St., Tulare, CA 93274
* KY0085 Covington Campus, 200 West Fourth St., Covington, KY 41011
* KY3016 7125 Industrial Rd., Florence, KY 41042
* MO1937 Kansas City Campus, 33 W. Pershing Rd., Kansas City, MO 64108
* TX2038 Austin Campus, 3651 S IH-35, Austin TX 78741
* TX2746 5015 S IH-35, Austin TX 78741
* UT0036 Ogden Campus, 1160 W 1200 S, Ogden, UT 84409
* UT1430 1973 North Rulon White Blvd., Ogden, UT 84404
* UT1476 1125 W 12th St., Ogden, UT 84201

(v) Training Certificate/Notice

The contractor shall submit confirmation of completed SAT (using the form at the Mandatory Briefing web site) or via a confirmation email to CSM at CSM@irs.gov for each employee assigned to a contract/order subject to this clause, with a copy to the Contracting Officer and Contracting Officer’s Representative (COR), upon completion, but not later than 10 business days after starting performance under the contract/order. If required by the COR, the contractor may be required to input data into a system, to be defined by the IRS, to describe the security controls being used to protect information, including confirmation of security awareness training.

(vi) Annual Training

For contracts/orders exceeding one year in length, either on a multiyear or multiple year basis, contractor must ensure that personnel complete SAT annually not later than April 30th of each year. The contractor shall submit confirmation of completed annual SAT on all personnel assigned to this contract/order, via email, to the CO, COR, and CSM upon completion, but not later than May 12th of the then current calendar year or as requested by CSM (whichever date is earlier).

b. SAT is available on the Mandatory Briefing web site or if this site is not accessible, SAT materials will be made available by CSM at CSM@irs.gov.

c. Contractor’s failure to comply with IRS security policy (to include completion and certification of SAT requirements within the timeframe specified) may be subject to having access to IRS IT systems and facilities suspended, revoked or terminated (temporarily or permanently).

[End of clause]

1. **IR1052.204.9006 – NOTIFICATION OF CHANGE IN CONTRACTOR EMPLOYEE EMPLOYMENT STATUS, ASSIGNMENT, OR STANDING (OCT 2015)**

The contractor shall via e-mail (CSM@irs.gov), notify the Contracting Officer (CO), Contracting Officer's Representative (COR) and the Contractor Security Management (CSM) within 1 business day of the contractor (including subcontractor) becoming aware of any change in the employment status, information access requirement, assignment, or standing of a contractor (or subcontractor) employee under this contract or order – to include, but not limited to, the following conditions:

* Receipt of the employee’s notice of intent to separate from employment or discontinue work under this contract/order;
* Knowledge of the employee’s voluntary separation from employment or performance on this contract/order (if no prior notice was given);
* Transfer or reassignment of the employee and performance of duties under this contract/order, in whole or in part, to another contract/order (and if possible, identify the gaining contract/order and representative duties/responsibilities to allow for an assessment of suitability based on position sensitivity/risk level designation);
* Denial of or Revocation of Access (RAC) as determined by the IRS
* Separation, furlough or release from employment;
* Anticipated extended absence of more than 45 days;
* Change of legal name;
* Change to citizenship or lawful permanent resident status, or employment eligibility;
* Change in gender or other distinction when physical attributes figure prominently in the biography of an individual;
* Actual or perceived conflict of interest in continued performance under this contract/order (provide explanation); or
* Death.

When required by the COR, the contractor may be required to provide the information required by this clause to the IRS using the RAC or security documents as identified by CSM.

The notice shall include the following minimum information:

* Name of contractor employee;
* Nature of the change in status, assignment or standing (i.e., provide a brief non-personal, broad-based explanation);
* Affected contract/agreement/order number(s);
* Actual or anticipated date of departure or separation;
* When applicable, the name of the IRS facility or facilities this individual routinely works from or has access to when performing work under this contract/order;
* When applicable, contractor (including subcontractor) using contractor (or subcontractor) owned systems for work must ensure that their systems are updated to ensure employees no longer have continued access to IRS work, either for systems administration or processing functions; and
* Identification of any Government Furnished Property (GFP), Government Furnished Equipment (GFE), or Government Furnished Information (GFI) (to include Personal Identity Verification (PIV) credentials or badges) provided to the contractor employee and its whereabouts or status.

In the event the subject contractor (including subcontractor) employee is working on multiple contracts, orders, or agreements, notification shall be combined, and the cognizant COR for each affected contract or order (using the Contractor Separation Checklist (Form 14604 (Rev. 4-2015)) shall be included in the joint notification along with the CSM. These documents (the RAC and security forms) are also available by email request to CSM.

The vendor POC and the COR must ensure all badges, Smart Cards, equipment, documents, and other government furnished property items are returned to the IRS, systems accesses are removed, and Real Estate & Facilities Management is notified of federal workspace that is vacant.

As a general rule, the change in the employment status, assignment, or standing of a contractor (or subcontractor) personnel to this contract or order would not form the basis for an excusable delay for failure to perform under the terms of this contract, order or agreement.

[End of clause]

1. **IR1052.224-9000—SAFEGUARDS AGAINST UNAUTHORIZED DISCLOSURE OF SENSITIVE BUT UNCLASSIFIED INFORMATION (NOV 2021)**

1. [Treasury Directive Publication 15-71](https://portal.ds.irsnet.gov/sites/DCOSProcurement/Policy/Documents/Resources/TD%20P%2015-71.pdf) (TD P 15-71), Chapter III – Information Security, Section 24 – Sensitive But Unclassified Information defines SBU information as ‘any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (USC) (the Privacy Act) but which has not been specifically authorized under criteria established by an executive order or an act of Congress to be kept secret in the interest of national defense or foreign policy.’ SBU may be categorized in one or more of the following groups—
   1. Federal Tax Information (FTI), including any information on or related to a tax return
   2. Returns and Return Information
   3. Sensitive Law Enforcement Information
   4. Employee and Personnel Information
   5. Personally Identifiable Information (PII)
   6. Information Collected or Created from Surveys
   7. Other Protected Information
2. Tax return or tax return information disclosed to the contractor can be used only for a purpose and to the extent authorized herein, and willful disclosure of any such tax return or tax return information for a purpose and to the extent unauthorized for provision of appraisal services to assist with the valuation of conservation easements constitutes a felony, punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Any such knowing or negligent unauthorized disclosure of tax return or tax return information may also result in an award of civil damages in an amount not less than $1,000 plus costs with respect to each instance of unauthorized disclosure. These penalties are prescribed by the Internal Revenue Code, Sections 7213 and 7431; see also 26 CFR § 301.6103(n)-1.
3. Contractors who perform work at contractor (including subcontractor) managed sites using contractor or subcontractor managed IT resources shall adhere to the general guidance and specific privacy and security control requirements contained in Publication 4812, Contractor Security & Privacy Controls, IRM 10.23.2 - Personnel Security, Contractor Investigations, IRM 10.5.1 Privacy Policy, and IRM 10.8.1 - Information Technology (IT) Security, Policy and Guidance. Publication 4812 and IRM 10.5.1, 10.8.1 and 10.23.2 provide comprehensive lists of all security, privacy, information protection and disclosure controls and guidance.
4. Eligibility, Fitness and Suitability. Contractor (including subcontractor) personnel hired for work within the United States or its territories and possessions and who require staff-like access, wherever the location, to IRS-owned or controlled facilities or work on contracts that involve the design, operation, repair, or maintenance of information systems, and/or require staff-like access to SBU information, must meet the eligibility requirements under IRM 10.23.2, Personnel Security, Contractor Investigations, and shall be subject to security screening and investigative processing, commensurate with the position sensitivity level, and in accordance with IRM 10.23.2, and TD P 15-71. Contractor (including subcontractor) personnel must be found both eligible and suitable, and approved for staff- like access (interim or final) by IRS Personnel Security prior to starting work on the contract/order, and before being granted access to IRS information systems or SBU information.
5. General Conditions for Allowed Disclosure. Any SBU information, in any format, made available to or created by the contractor (including subcontractor) personnel shall be treated as confidential information and shall be used only for the purposes of carrying out the requirements of this contract. Inspection by or disclosure to anyone other than duly authorized officer or personnel of the contractor (including subcontractor) shall require prior written approval of the IRS. Requests to make such inspections or disclosures shall be addressed to the CO. Access to SBU information shall be provided on a “need to know” basis. SBU information shall never be indiscriminately disseminated, and no person shall be given access to (or allowed to retain) more SBU information than is needed for performance of their duties, and for which that individual has been authorized to receive as a result of having been successfully investigated, adjudicated, trained to receive, and what is strictly necessary to accomplish the intended business purpose and mission.
6. Nondisclosure Agreement. Consistent with TD P 15-71, Chapter II, Section 2, and IRM 10.23.2.15 - Nondisclosure Agreement for Sensitive but Unclassified Information, each contractor (including subcontractor) personnel who requires staff- like access to SBU information shall complete, sign and submit to Personnel Security – through the CO (or COR, if assigned) — an approved Nondisclosure Agreement prior to being granted staff-like access to SBU information under any IRS contract or order.
7. Training. All Contractor personnel assigned to this contract with staff-like access to SBU information must complete IRS-provided privacy and security awareness training, including the Privacy, Information Protection, and Disclosure training, as outlined in IR1052.224-9001 Mandatory IRS Security Training for Information Systems, Information Protection and Facilities Physical Access. Contractor personnel required to take the Unauthorized Access to Taxpayer Data training must attest to understanding the penalties for unauthorized access, as instructed by the COR.
8. Encryption. All SBU information must be protected at rest, in transit, and in exchanges (i.e., internal and external communications). The contractor (including subcontractor) shall employ encryption methods and tools to ensure the confidentiality, integrity, and availability of SBU information.
9. Particularly relevant to this clause are the updated sections to IRM 10.8.1 and Publication 4812 regarding email and text messages, alternative work sites, and incident management:
   1. For email and text messaging, the contractor shall abide by IRM 10.8.1.4.17.2.2 “Electronic Mail (Email) Security”, IRM 10.5.1.6.8 “Email” plus all subsections, and IRM 10.8.2.2.1.18 “Contractor”; or Pub. 4812 section 28.3.1 “Electronic Mail (Email) Security,”. Included are requirements on encryption, subject line content, and restrictions on personal email accounts.
   2. For alternate work sites the contractor shall abide by IRM 10.8.1.4.11.16 “PE-17 Alternate Work Site” or Publication 4812 section 21.16 “PE-17 Alternate Work Site,”. Included are requirements for incident reporting, encryption, and secure access.
10. Incident and Situation Reporting. Contractors and subcontractors are required to report a suspected or confirmed breach in any medium or form, electronically, verbally or in hardcopy form immediately upon discovery. All incidents related to IRS processing, information or information systems shall be reported immediately upon discovery to the CO, COR, and CSIRC. Contact the CSIRC through any of the following methods:

CSIRC Contacts: Telephone: 240.613.3606 E-mail to [csirc@irs.gov](mailto:csirc@irs.gov)

In addition, if the SBU information is or involves a loss or theft of an IRS IT asset, e.g., computer, laptop, router, printer, removable media (CD/DVD, flash drive, floppy, etc.), or non-IRS IT asset (BYOD device), or a loss or theft of hardcopy records/documents containing SBU data, including PII and tax information, the contractor shall report the incident/situation to the Treasury Inspector General for Tax Administration (TIGTA) hotline at (800) 366-4484.

1. Staff-Like Access to, Processing and Storage of Sensitive but Unclassified (SBU) Information. The contractor (including subcontractor) shall not allow contractor or subcontractor personnel to access, process or store SBU on Information Technology (IT) systems or assets located outside the continental United States and its outlying territories.

Contractors (including subcontractors) utilizing their own IT systems or assets to receive or handle IRS SBU data shall not commingle IRS and non-IRS data.

1. Disposition of SBU Information. All SBU information processed during the performance of this contract, or to which the contractor (or subcontractor) was given staff-like access (as well as all related output, deliverables, or secondary or incidental by-products, information or data generated by the contractor or others directly or indirectly from the source material), regardless of form or format, shall be completely purged from all data storage components of the contractor’s or subcontractor facilities and computer systems, and no SBU/Personally Identifiable Information (PII) information will be retained by the contractor either--

* When it has served its useful, contractual purpose, and is no longer needed meet the contractor’s (including subcontractor) other, continuing contractual obligations to the IRS or
* When the contract expires, or is terminated by the IRS (for convenience, default, or cause).

The contractor (including subcontractor) shall completely purge from its systems and any other storage, all SBU data, including PII and tax information (originals, copies, and derivative works) within 30 days of the point at which it has served its useful contractual purpose, or the contract expires or is terminated by the IRS (unless, the CO determines, and establishes, in writing, a longer period to complete the disposition of SBU data including PII and tax information).

The contractor shall provide to the IRS a written and signed certification to the COR that all SBU materials/information (i.e., case files, receipt books, PII and material, tax information, removable media (disks, CDs, thumb drives)) collected by, or provided to, the contractor have been purged, destroyed or returned.

1. Records Management.
   1. Applicability

This language applies to all Contractors whose personnel create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists. Contractor/subcontractor personnel are bound by the Records Management by Federal Agencies (44 U.S.C. Chapter 31) regarding the care and retention of federal records.

* 1. Definitions

"Federal record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

* + 1. includes [Agency] records;
    2. does not include personal materials;
    3. applies to records created, received, or maintained by Contractors pursuant to their [Agency] contract; and
    4. may include deliverables and documentation associated with deliverables.
  1. Requirements
     1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chapters. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

1. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
2. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Contractors shall ensure that all IRS data and IRS-derived data are in commercially available or open and non- proprietary format for transition (back to IRS) in accordance with the National Archives and Records Administration (NARA) disposition guidance.
3. IRS and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of IRS or destroyed except for in accordance with the provisions of IRM 1.15.5, Relocating/Removing Records, the agency records schedules and with the written concurrence of the CO. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must immediately notify the appropriate CO. The CO must report the loss using the PII Breach Reporting Form. Privacy, Governmental Liaison and Disclosure (PGLD, Incident Management) will review the PII Breach Reporting Form and alert the Records and Information Management (RIM) Program Office that a suspected records loss has occurred. The agency must report promptly to NARA in accordance with 36 CFR 1230.
4. The Contractor shall immediately notify the appropriate CO immediately upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the [contract vehicle]. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to IRS control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand-carried, mailed, emailed, or securely electronically transmitted to the CO or address prescribed in the [contract vehicle]. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
5. The Contractor is required to obtain the approval of the CO prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and [Agency] guidance for protecting sensitive, proprietary information, and controlled unclassified information.
6. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with IRS policy.
7. The Contractor shall not create or maintain any records containing any non- public IRS information that are not specifically tied to or authorized by the contract.
8. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974, Internal Revenue Code section 6103 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
9. IRS owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which IRS shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.
10. Training. All Contractor personnel assigned to this contract who create, work with or otherwise handle records are required to take IRS-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

D. Flow down of requirements to subcontractors

1. The Contractor shall incorporate the substance of this language, its terms, and requirements including this paragraph, in all subcontracts under this [contract vehicle], and require written subcontractor acknowledgment of same.
2. Violation by a subcontractor of any provision set forth in this language will be attributed to the Contractor.
3. Other Safeguards. [Insert any additional disclosure safeguards provided by the Program Office/COR or that the CO determines are necessary and in the best interest of the Government and not addressed elsewhere in the contract. If none are entered here, there are no other safeguards applicable to this contract action.]

(End of clause)

1. **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.

[End of clause]

1. **IR1052.224-9001-DISCLOSURE OF INFORMATION--CRIMINAL/CIVIL SANCTIONS (JAN 1998)**

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)-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) 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 agency 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 agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

[End of clause]

1. **IR1052.224-9001 Mandatory IRS Security & Privacy Training for Information Systems, Information Protection and Facilities Physical Access (NOV 2022)**

The Federal Information Security Modernization Act of 2014 (FISMA) requires each federal agency to provide periodic information security and privacy awareness training to all contractors/subcontractors involved in the management, use, or operation of Federal information and information systems. In addition, contractor/subcontractor personnel are subject to the Taxpayer Browsing Protection Act of 1997, which prohibits willful unauthorized inspection of returns and return information as defined in IRC 6103(b)(2) and details that any violation of the Act could result in civil and criminal penalties under IRC sections 7213, 7213A and 7431. Contractor/subcontractor personnel are subject to the Privacy Act of 1974 (5 U.S.C. 552a; Pub. L. No. 93-579), December 1974.

Contractor/subcontractor personnel are bound by the Records Management by Federal Agencies (44 U.S.C. Chapter 31) regarding the care and retention of federal records.

1. The contractor must ensure all new contractor/subcontractor personnel complete all assigned briefings which are based on the responses provided on the Risk Assessment Checklist Form 14606. These responses pertaining to access to any IRS system, including basic LAN, email and internet; access to any Sensitive but Unclassified (SBU) data; and access to any IRS facility. Since new contractor/subcontractor personnel will not have access to the IRS training system, the COR shall provide softcopy versions of each briefing.
   1. Exception: Contractor personnel (including subcontractors) performing under IRS contracts with Nonprofit Agencies Employing People Who Are Blind or Severely Disabled (as described in FAR Subpart 8.7) are exempted from the aforementioned briefing requirements, unless the contractor requests access to the training, or there is a compelling justification for requiring the training that is approved by the Contracting Officer (CO). An example of this wouldbe in an instance where visually impaired personnel is assigned to perform systems development and has potential staff-like access to IRS information.
   2. Contractor/subcontractor personnel working with IRS information at contractor-controlled facilities with no access to the IRS network will be subject to all mandatory briefing excepting the Facilities Management Physical Security briefing as outlined in Publication 4812.
   3. Service Personnel: Inadvertent Sensitive Information Access Training

Contractor personnel performing: (i) janitorial and cleaning services (daylight operations), (ii) building maintenance, or (iii) other maintenance and repair and need staff-like access to IRS facilities are required to complete Inadvertent Access to Sensitive Information (SBU) Access training.

* 1. Service Personnel Security and Privacy Awareness Training: Contractor

personnel providing services in the following categories are required to complete FMSS Physical Security Training:

* + - Medical;
    - Cafeteria;
    - Landscaping;
    - Janitorial and cleaning (daylight operations);
    - Building maintenance; or
    - Other maintenance and repair

1. In combination these mandatory briefings are known as IRS Security Awareness Training (SAT). The topics covered are: Cybersecurity Awareness, Privacy Information Protection and Disclosure, Unauthorized Access to Taxpayer Data, Records Management, Inadvertent Sensitive Information Access, Insider Threat and/or Facilities Physical Security. The completion of the assigned mandatory briefings constitutes the completion of the Security Orientation.
2. The SAT must be completed by contractor/subcontractor personnel within 5 business days of successful resolution of the suitability and eligibility for staff-like access as outlined in IR1052.204-9000 Submission of Security Forms and Related Materials and before being granted access to SBU data. The date listed on the memo provided by IRS Personnel Security shall be used as the commencement date.
   1. **Note**: To be authorized, all personnel must complete required training (IRS annual and role-based privacy, information protection, and disclosure training requirements, Unauthorized Access [UNAX] awareness briefings, records management briefings, and all other specialized privacy training) and background investigations before given access to SBU data (including PII and tax information). [OMB A-130]
3. Training completion process:

The contractor must submit confirmation of completed SAT mandatory briefings for each contractor/subcontractor personnel by either:

* 1. Using Form 14616 signed and dated by the individual and authorized contractor management entity and returned to the COR. This option is used for new contractor/subcontractor personnel and any that do not have an IRS network account.
  2. Using the IRS training system which is available to all contractors with IRS network accounts

1. Annual Training. For contracts/orders/agreement exceeding one year in length, either on a multiyear or multiple year basis, the contractor must ensure that personnel complete assigned SAT mandatory briefings annually no later than October 31st of the current calendar year. The contractor must submit confirmation of completed annual SAT on all personnel unable to complete the briefings in the IRS training systems by submitting completed Form 14616 assigned to this contract/order/agreement, via email, to the COR, upon completion.
2. Contractor’s failure to comply with IRS privacy and security policy (to include completion and certification of SAT requirements within the timeframe specified) may be subject to suspension, revocation or termination (temporarily or permanently) of staff-like access to IRS IT systems and facilities.
3. Flow down of clauses. The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entails staff-like access to SBU information by a subcontractor, at any tier, the same Federal Acquisition Regulation (FAR) and local privacy and security or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

(End of clause)

1. **IR1052.239-9007 – STAFF LIKE ACCESS, USE OR OPERATION OF IRS INFORMATION TECHNOLOGY (IT) SYSTEMS BY CONTRACTORS (JUN 2022)**

In performance of this contract, the contractor agrees to comply with the following requirements and assumes responsibility for compliance by its personnel and subcontractors (and their personnel):

1. IRS Information Technology Security Policy and Guidance. All current and new IRS contractor (including subcontractor) personnel authorized staff-like access to Treasury/IRS owned or controlled facilities and information systems, or work, wherever located, on those contracts, which involve the design, operation, repair, or maintenance of information systems and staff-like access to Sensitive But Unclassified (SBU) information shall comply with the IRS Information Technology Security Policy and Guidance, Internal Revenue Manual (IRM) 10.8.1 Policy and Guidance, 10.8.2 IT Security Roles and Responsibilities, and IRS Publication 4812 Contractor Security & Privacy Controls.

Copies of IRM 10.8.1 and 10.8.2 are available at http://www.irs.gov/irm/. This requirement applies to contractors who are using contractor/subcontractor-managed systems, including laptop computers, workstations, servers, and other IT resources at contractor managed facilities. A copy of the most recent version of Publication 4812 is available at https://www.irs.gov/pub/irs-pdf/p4812.pdf.

2. Staff-Like Access Request and Authorization. Within ten (10) business days after contract award or issuance of an order, the contractor shall provide the Contracting Officer’s Representative (COR) and Personnel Security, via email to hco.ps.contractor.security.onboarding@irs.gov list of names of all applicable contractor and subcontractor personnel and the IRS location(s) identified in the contract for which staff-like access is requested. Personnel Security will conduct an initial screening to determine eligibility and suitability for staff-like access in accordance with IRM 10.23.2, Contractor Investigations, and Department of the Treasury Security Manual (TD P) 15-71, Chapter II, Section 2.

Contractor and subcontractor personnel are not permitted to begin work on the contract or order until approved for interim staff-like access (at a minimum) as defined in IRM 10.23.2. This is consistent with IRS security and privacy practices and related IRMs, to include, but not limited to, IRM 1.4.6 – Managers Security Handbook, IRM 10.2.14 – Methods of Providing Protection, IRM 10.5.1 – Privacy Policy, and IRM 10.8.1 - Policy and Guidance. Upon notification of a favorable suitability determination and interim staff-like approval, the COR will complete an Online 5081 (OL5081), Automated Information System User Registration/Change Request, for each prime or subcontractor personnel and require an electronic signature from each such personnel indicating the contractor personnel has read and fully understands the security requirements governing staff-like access to the Service’s IT systems.

3. Remote Staff-Like Access. If the contract authorizes staff-like access to IRS IT systems, information, or assets remotely; that is, from the contractor or other facility, office, or site, the requirements of this clause governs, as well as the general guidance and specific security and privacy control standards in IRS Publication 4812, Contractor Security & Privacy Controls.

4. Contractor Acknowledgement. The contractor also acknowledges and agrees: (a) That personnel must comply with all laws, IRS system security rules and security policies, standards, and procedures, and (b) That any one of its personnel unsanctioned, negligent, or willful violation of the laws, system security rules, and security and privacy policies, standards, and procedures may result in the revocation of staff-like access to IRS information technology systems, immediate removal from IRS premises and the contract, and may be subject to arrest by Federal law enforcement agents.

5. Limited Personal Use of Government IT Resources.

a. Contractor (including subcontractor) personnel, like Federal employees, have no inherent right to use Government IT resources and this policy does not create the right to use Government IT resources for nongovernmental purposes. See IRM 10.8.27, Exhibit 10.8.27-1, Prohibited Uses of Government IT Resources, for specific examples of prohibited uses. See Title 5 - Code of Federal Regulations (CFR) - Part 734 – Political Activities of Federal Employees, for specific examples of prohibited political activities.

b. Contractors and subcontractors are required to report a suspected or confirmed breach in any medium or form, electronically, verbally or in hardcopy form, immediately upon discovery. All incidents related to IRS processing, information or information systems shall be reported immediately upon discovery to the CO, COR, and CSIRC. Contact the CSIRC through any of the following methods:

Telephone: 240-613-3606

E-mail to csirc@irs.gov

* Information about unclassified cyber security incidents of a sensitive nature shall be transmitted using secure messaging or alternative forms of encryption.
* If the incident involves the loss or theft of an IRS IT asset, e.g., computer, laptop, router, printer, removable media (CD/DVD, flash drive, floppy, etc.), or non-IRS IT asset (BYOD device), or a loss or theft of hardcopy records/documents containing SBU data, including PII and tax information, the contractor shall also report the incident/situation to the Treasury Inspector General for Tax Administration (TIGTA) hotline at 800-366-4484.

6. Replacement Personnel. Contractor personnel who violate any conditions set forth in the clause are subject to removal from performance under the contract. The Government will provide notice to the Contractor of any contractor personnel no longer eligible for performance under the contract. The Contractor shall provide the name of the proposed replacement personnel to the CO and COR within five (5) business days from receipt of notice. The Contractor shall ensure replacement personnel have similar or equal credentials to the personnel being replaced.

7. Monitoring Notification. IRS management retains the right to monitor both the content and the level of access of contractor personnel use of IRS IT systems. Contractor personnel do not have a right, nor should they have an expectation, of privacy while using any IRS information technology system at any time, including accessing the Internet or using e-mail.

8. Security Reports and Information. If any reports are required, the COR may direct the submission of such reports and information through a specific IRS application, to be determined, or the entry of specific information into the application or system.

9. Subcontracts. The Contractor shall incorporate this clause in all subcontracts, subcontract task or delivery orders or other subcontract performance instrument where the subcontractor personnel will require staff-like access, use or operation of IRS information technology systems.

10. Flow down of clauses: The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entails access to SBU information by a subcontractor, at any tier, the same Federal Acquisition Regulation (FAR) and local security, privacy, or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

(End of Clause)

1. **IR1052.239-9008 Information Systems and Information Security Controls for Contracting Actions Subject to Internal Revenue Manual (IRM) 10.8.1 (JUN 2021)**

In performance of this contract, the contractor agrees to comply with the following requirements and assumes responsibility for compliance by its personnel and subcontractors (and their personnel):

(a) General. The contractor shall ensure IRS information and information systems are protected at all times. The contractor shall develop, implement, and maintain effective controls and methodologies in its business processes, physical environments, and human capital or personnel practices that meet or otherwise adhere to the security and privacy controls, requirements, and objectives described in applicable security and privacy control guidelines, and their respective contracts.

(b) IRM 10.5.1 and IRM 10.8.1 Applicability. This contract action is subject to Internal Revenue Manual (IRM) Part 10.8.1 – Information Technology (IT) Security, Policy and Guidance, and IRM 10.5.1 – Privacy Policy. The contractor shall adhere to the general guidance and specific security and privacy control standards or requirements contained in IRM 10.5.1 and IRM 10.8.1. While the IRM 10.8.1 shall apply to the requirements to access systems, and IRM 10.5.1 shall apply to access SBU data, IRS Publication 4812, Contractor Security & Privacy Controls, may also govern as addressed in another clause. It will address the requirements related to physical and personnel security that must continue to be maintained at contractor sites.

(c) Based on the Federal Information Security Modernization Act of 2014 (FISMA), and standards and guidelines developed by the National Institute of Standards and Technology (NIST), IRM 10.8.1 provides overall IT security control guidance for the IRS, and uniform policies and guidance to be used by each office, or business, operating, and functional unit within the IRS that uses IRS information systems to accomplish the IRS mission.

(d) Contractor Security Representative. The contractor shall assign and identify, in its offer, a Contractor Security Representative (CSR) and alternate CSR to all contracts requiring staff-like access to IRS information, information technology and systems, facilities, and/or assets. The CSR is the contractor’s primary point for the Government on all security-related matters and the person responsible for ensuring the security and privacy of information and information systems in accordance with the terms and conditions of the contract and all applicable security controls.

(e) Flow down of clauses. The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entail staff-like access to SBU information by a subcontractor or agent, at any tier, the same Federal Acquisition Regulation (FAR) and local security or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

(End of Clause)

1. **IR1052.239-9009 Information Systems and Information Security Controls for Contracting Actions Subject to IRS Publication 4812 (NOV 2022)**

Publication 4812 Contractor Security & Privacy is an IRS specific guide to NIST SP 800-53 Release 5 when staff-like access to IRS information or information systems under contracts for services on behalf of the IRS is outside of IRS controlled facilities or the direct control of the Service (as opposed to Internal Revenue Manual 10.8.1 - Information Technology (IT) Security, Policy and Guidance, which applies when contractors are accessing IRS information and information systems at Government controlled facilities).

The IRS Publication 4812 is a living document and updated annually to reflect changes from Executive Orders, OMB requirements, NIST updates, etc. The current version of Publication 4812 is located on the irs.gov website.

In performance of this contract, the contractor agrees to comply with the following requirements and assumes responsibility for compliance by its personnel and subcontractors (and their personnel):

1. The contractor shall ensure IRS information and information systems (those of the IRS and/or the contractor, as appropriate) are protected at all times. In order to do so, the contractor shall develop, implement, and maintain effective controls and methodologies in its business processes, physical environments, and human capital or personnel practices that meet or otherwise adhere to the security and privacy controls, requirements, and objectives described in applicable security and privacy control guidelines, and their respective contracts.

(a) Publication 4812 Applicability. This contracting action is subject to Publication 4812 – Contractor Security & Privacy Controls. Publication 4812 is available at: https://www.irs.gov/pub/irs-pdf/p4812.pdf

(b) The contractor shall adhere to the general guidance and specific security control standards or requirements contained in Publication 4812. By inclusion of this clause in the contract, the most recent version of Publication 4812 is incorporated into the contract and has the same force and effect as if included in the main body of the immediate contract.

2. Flowing down from the Federal Information Security Modernization Act of 2014 (FISMA) and standards and guidelines developed by the National Institute of Standards and Technology (NIST), Publication 4812 identifies basic Technical, Operational, and Management (TOM) security and privacy controls and standards required of under contracts for services in which contractor (or subcontractor) personnel will either—

(a) Have staff-like access to, develop, operate, or maintain IRS information or information systems on behalf of the IRS (or provide related services) outside of IRS facilities or the direct control of the Service, and/or

(b) Have staff-like access to, compile, process, or store IRS SBU information on their own information systems/Information Technology (IT) assets or that of a subcontractor or third- party Service Provider, or when using their own information systems (or that of others) and on IT, or Electronic Information and Technology (EIT) (as defined in FAR Part 2) other than that owned or controlled by the IRS.

3. Unless the manual specifies otherwise, the IRS-specific requirements in Publication 4812 meet the standard from the latest version of the NIST Special Publication (SP) 800-53 Release 5 – Federal Information Systems and Organizations. The security and privacy controls, requirements, and standards described within the Publication 4812 are to be used in lieu of the common, at-large security and privacy control standards enumerated in the latest version of NIST SP 800-53 Release 5.

Publication 4812 also describes the framework and general processes for conducting contractor security reviews – performed by IT Cybersecurity—to monitor compliance and assess the effectiveness of security and privacy controls applicable to any given contracting action subject to Publication 4812.

4. Contractor Security Representative. The contractor shall assign and identify, upon award, a Contractor Security Representative (CSR) and alternate CSR to all contracts requiring staff-like access to Treasury/bureau information, information technology and systems, facilities, and/or assets. The CSR is the contractor’s primary point for the Government on all security-related matters and the person responsible for ensuring the security of information and information systems in accordance with the terms and conditions of the contract and all applicable security and privacy controls.

5. Flow down of clauses. The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entails staff-like access to SBU information by a subcontractor, at any tier, the same Federal Acquisition Regulation (FAR) and local security, privacy, or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS. IRS Publication 4812 also applies to subcontractors.

(End of Clause)

1. **IR1052.239-9010 Information System and Information Security Control Standards and Guidelines Applicability (NOV 2022)**

As part of its information security program, IRS identifies security controls for the organization’s information and information systems in the following three key standards and guiding documents:

* Internal Revenue Manual (IRM) 10.8.1 - Information Technology (IT) Security, Policy and Guidance, and
* IRM 10.5.1 - Privacy Policy, and
* Publication 4812 - Contractor Security & Privacy Controls.

While IRM 10.8.1 and Publication 4812 are both based on the latest version of NIST SP 800-53, they apply to different operating environments-internal and external to the organization, respectively.

The contractor, by signing its offer, hereby asserts to the best of its knowledge and belief that the security and privacy control guideline(s) most suitable and applicable to the immediate contracting action, with due consideration to its proposed approach (and work environment) for fulfilling the Government’s requirements and standards for applicability described herein, is as follows (check only one block):

☐IRM 10.8.1 ☐Publication 4812 ☐Both IRM 10.8.1 and Publication 4812

Unless IRS Cybersecurity, (Contractor Security Assessment - CSA) determines, through a notification to the Contractor by the CO, that a different (or a second) security control standard or guideline is warranted, the security level selected/applied for by the contractor under IR1052.239-9010 shall stand. In the event IRS Cybersecurity (Contractor Security Assessment - CSA) determines a different (or second) security control standard or guideline is warranted, the CO shall advise the contractor, in writing, of the Government determination, and reflect the correct/appropriate security control standard or guideline in the ensuing contract.

a. If Publication 4812 is selected (alone or in combination with IRM 10.8.1) as the most suitable security control guideline, the contractor must identify, as part of its proposal submissions (or its submissions under any modification to an existing contract incorporating this clause), the most suitable security control level within the following hierarchy of security control levels (from lowest or highest):

* Software Application Development or Maintenance (SOFT)
* Networked Information Technology Infrastructure (NET)

(Refer to Publication 4812, Appendix C for guidance in selecting the security control level most suitable and appropriate to the immediate contracting action. If additional guidance is needed in selecting the security control level, contact IRS Cybersecurity (Contractor Security Assessment - CSA).)

b. The contractor, by signing its offer, hereby asserts to the best of its knowledge and belief that the security control level under Publication 4812 most suitable and applicable to the immediate contracting action, with due consideration to its proposed approach (and work environment) and standards for applicability described herein, is as follows (check only one):

☐SOFT ☐NET

c. Unless IRS Cybersecurity (Contractor Security Assessment - CSA) determines that a different (higher or lower) security control level is warranted for contracts subject to the most recent version of Publication 4812, the security level selected/applied for by the contractor will govern throughout the life of the contract. In the event the IRS Cybersecurity (Contractor Security Assessment - CSA) determines a different (higher or lower) security level is warranted, the CO will advise the contractor, in writing, of the Government determination. At the end of the contract, for all security levels, the contractor must provide a plan and document the implementation of this plan to ensure that all hard copy and electronic data is returned to the IRS, sanitized, or destroyed.

d. Failure by the contractor to check any block will result in the use of both guidelines (for the Publication 4812 portion, use of the most stringent security control level (Software)) until and unless IRS Cybersecurity (Contractor Security Assessment - CSA), determines otherwise via notification to the Contractor by the CO.

e. Flow down of clauses. The contractor shall include and flow down, in its subcontracts (or arrangements or outsourced service agreements) that entails staff-like access to SBU information by a subcontractor, at any tier, the same Federal Acquisition Regulation (FAR) and local security or safeguard clauses or provisions for protecting SBU information or information systems that apply to and are incorporated in its prime contract with IRS.

(End of Provision)

1. **IR1052.242-70 Post Award Conference (JAN 2017)**

(a) A post award conference will be held with the successful offeror.

(b) The post award conference will be held in person. The Contracting Officer or authorized designee will provide the Contractor with the date, time and location as well as agenda for the post award conference.

(End of Clause)

1. **IR1052.215-9001 Amendments to Proposal (MAY 2018)**

Changes to the proposal by the offeror shall be accomplished by amended page(s). Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside margin of the page. The Offeror shall include the date of the amendment on the lower right-hand edge of the page as well as the amendment number which caused the change.

(End of provision)

1. **IR1052.215-9002 Expense Related to Proposal Submissions (MAY 2018)**

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or design for the preparation thereof or to acquire or contract for any services.

(End of provision)

1. **IR1052.215-9003 Discussions and Correspondence (NOV 2020)**

All communications concerning the solicitation, including any of a technical nature, must be made through the CO.

Correspondence, including written questions, shall be directed to the address shown in Block 8 of the Standard Form 33 and marked for the attention of the individual whose name appears in Block 10A of that form. All verbal communications shall also be directed to that individual.

Questions concerning any technical aspect of the solicitation must be in writing. In order to ensure a timely response, questions shall be received by the Contracting Officer at least 5 days before the due date for receipt of proposals. After this date, the Government will make every effort, but cannot guarantee that questions submitted will be answered before the RFP closing date.

(End of provision)

1. **IR1052.215-9005 Compliance with Proposal Instructions (MAY 2018)**

Offerors whose proposal(s) are submitted in accordance with the instructions given in Section L and which meet the mandatory requirements in Section C shall be evaluated in accordance with the evaluation criteria presented in the solicitation.

Offerors whose proposals are not submitted in accordance with the instructions given in this RFP or which do not meet the mandatory requirements may not be considered for award.

(End of provision)

1. **IR1052.242-9000 Post Award Evaluation of Contractor Performance (JUN 2020)**

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR [42.15.](https://www.acquisition.gov/content/subpart-4215-contractor-performance-information) The Assessing Official (e.g., Contracting Officer) will prepare a final performance evaluation at the time the work on the contract is completed. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract. (\*\*If evaluations are conducted annually, modify the above sentence appropriately.)

The past performance evaluation process is a paperless process using the Contractor Performance Assessment Reporting System (CPARS). CPARS is a web-based system that allows for electronic processing of the performance evaluation report. The completed evaluation was previously available in the Past Performance Information Retrieval System (PPIRS), but since the General Services Administration officially retired PPIRS and merged it with CPARS, it created “a single system” that “provides one location and one account to perform functions such as creating and editing performance and integrity records, changes to administering users, running reports, generating performance records, and viewing/managing performance records.

Once the Contractor is registered in CPARS, they will receive an automatically- generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https:[//w](http://www.cpars.gov/)ww[.cpars.gov/](http://www.cpars.gov/) The CPARS User Manual, registration for Online Training for Contractors, and a practice application may be found at this site as well.

Interim and final evaluations will be provided to the Contractor for their review and comment as soon as practicable after completion of the evaluation. Evaluations of contractor past performance will be posted to the relevant past performance database no more than 14 days after the information is provided to the contractor. On day 15, whether the contractor has responded or not, the evaluation automatically posts to PPIRS. If the Contractor elects not to provide comments, they should acknowledge receipt of the evaluation by indicating "No comment" and then sign and date the form. If the Contractor does not sign and submit the form within 14 days, it will automatically be returned to the Government.

Contractors who disagree with a government evaluation can request to meet with the Contracting Officer to discuss their scores and provide feedback or justification for their performance. No requirement exists for the government to meet with the contractor; however, if a contractor requests a meeting, the government may accept the request.

Any such meeting does not alter the requirement that an evaluation be posted to PPIRS within 14 days.

Several avenues still exist for the contractor to influence the review. First, the contractor may submit a comment after the 14-day period expires and the review has been posted to PPIRS. The contractor’s late comments must be posted to PPIRS; however, the government’s original report will still be available to all source selection officials.

Although authorized, an agency is not required to modify its evaluation based upon a contractor’s comments. Second, the contractor may appeal its review one level above the Contracting Officer to the Reviewing Official. Again, the appeal does not stop the 14- day reporting period and the original evaluation will be posted on PPIRS.

The following guidelines apply concerning the Contractor's use of the past performance evaluation:

* Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason the Contractor is unable to view and/or submit the form through CPARS, contact the Contracting Officer for further instructions.
* Strictly control access to the evaluation within the Contractor's organization. Ensure the evaluation is never released to persons or entities outside of the Contractor’s control.
* Prohibit the use of or reference to evaluation data for advertising, promotional material, pre- award surveys, responsibility determinations, production readiness reviews, or other similar purposes.
* A copy of the completed past performance evaluation will be available in CPARS for the Contractor's review and for Government use supporting source selection actions after it has been finalized.

(End of clause)

# **E. TECHNICAL AND PRICE SUBMISSION**

**NOTICES, CONDITIONS, AND INSTRUCTIONS**

**E.1. NOTICES AND CONDITIONS**

The Government’s intent is to establish multiple Blanket Purchase Agreements (no more than 6) under the General Services Administration (GSA) Multiple Award Schedule – Information Technology IT Services, SIN 54151S- SUBJECT TO COOPERATIVE PURCHASING. All offerors shall be current, authorized contract holders under GSA Multiple Award Schedule – Information Technology IT Services, SIN 54151S under this category.

This is a Request for Quotes (RFQ), under Federal Acquisition Regulation (FAR) 8.4 ordering procedures, to establish Multiple Award BPAs for Digital Support Services. Specifically, the IRS is seeking expertise to assist in adopting flexible Agile methodology support to accomplish information technology (IT) development projects across the agency in critical areas. The Agile support will assist in meeting objectives for increased and improved digital service capabilities for taxpayers and other stakeholders. The scope includes contractor support to prepare and deliver the project, requirements analysis, acquisition support, technical support, application development and delivery, integration, implementation oversight, and Operations and Maintenance.

The overall objective of this initiative is to give the Government a fast and effective way to procure software services that will enhance and modernize AGILE Digital Services Support.

In this process, the BPAs will allow IRS to save procurement time, and establish long term relationships with Contractors.

**Notice of Small Business Reserves:** The Government intends to award no more than six (6) BPAs, of which up to two (2) shall be reserved for small business concerns. The Government reserves the right to award fewer than two reserve awards and/or fewer than six total BPA awards. The North American Industry Classification System (NAICS) code for this requirement is 541519, Other Computer Related Services and the size standard is $34 million dollars.

**Re-Certification of Business Size**: Contractors shall complete paragraph (c) of provision 52.212-3, Offeror Representations and Certifications—Commercial Items, regardless of their response to paragraph (b) (2) of the provision, to re-certify their socioeconomic status as of the date of their quotation submission subject to the NAICS code and associated size standard stated above.

**False Statements:** Quote information must set forth full, accurate, and complete information. The penalties for making false statements are prescribed in 18 USC 1001.

**Quotation Preparation Costs:** This RFQ does not commit the Government to pay any costs incurred in the submission of any quotation or in performing any effort necessary for the preparation thereof, nor, does it commit the Government to procure or contract for any supplies or services.

**Subcontracting:** The Offeror may propose subcontracting arrangements with their Digital Support Services BPA approved (Award) subcontractors and/or additional subcontractors. New subcontractors will be reviewed by the Contracting Officer upon receipt of Quotes. All proposed labor categories, pricing and services shall be in accordance with the prime contractor’s GSA MAS contract Pricing Table and shall meet the minimum education and experience requirements set forth in their contract.

**Open Market Items:** Proposing open market items shall not be permitted under this RFQ. Quotes listing open market items will not be considered for award.

**Communications:** The Government intends to make award without further communicating with contractors. Consequently, offerors should provide their best technical and pricing quotes in their initial submissions. However, the Government reserves the right to communicate with any offeror submitting a quote if it is determined advantageous to the Government to do so. This statement is not to be construed to mean that the Government is obligated to communicate with every offeror. A contractor may be eliminated from consideration without further communication if its technical and/or price quotes are not among those contractors considered most advantageous to the Government based on the best value determination.

**Pricing:** Offerors are encouraged to provide discounts from their GSA Schedule prices. Offerors shall clearly indicate within their quotations any discounted prices. Offerors shall provide sufficient detail to allow the Government the ability to trace proposed prices back to prices contained in the GSA Schedules through the supporting documentation included with the Price Quote. Under no circumstances shall proposed BPA prices exceed those in the GSA Schedule for the same performance period. The final award pricing will be the maximum rates under the BPA(s); even if the GSA Schedule contract is later re-negotiated or extended to include higher rates.

**RFQ Amendments:** Quotes, modifications or revisions must be submitted in accordance with the RFQ and any Amendments, if applicable. Amendments to this RFQ will be posted to eBuy, GSA’s electronic Request for Quote (RFQ) / Request for Quote (RFP) system.

**E.2. QUESTIONS/QUOTATION DUE DATES,**

**Questions:** Questions regarding the requirements of this Draft RFQ must be submitted no later than 2:00 p.m. (EST), APRIL 16, 2024\_\_\_\_. Questions shall be submitted electronically email to [Aaron.J.Lewis@irs.gov](mailto:Aaron.J.Lewis@irs.gov) and [Roger.M.Mckinnisjr@irs.gov](mailto:Roger.M.Mckinnisjr@irs.gov) and must reference the applicable RFQ section, clause, paragraph number, and/or page number. Questions should be written in a manner that enables clear understanding of the Offeror’s questions or concerns. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries and will not receive a response. Further, Offerors are reminded that the Government will not address hypothetical questions aimed at receiving a potential “evaluation decision. The Government’s responses to vendor questions will be issued via GSA eBuy. Any questions that are submitted after the due date and time or from non-Multiple Award Schedule - Information Technology IT Services, SIN 54151S holders, may not be addressed or considered. **No telephonic inquires will be accepted.**

Responses will be provided to all prospective offerors through an RFQ amendment. The Government reserves the right to consolidate responses to similar questions from multiple sources.

**RFQ Closing Date for Phase 1**: Quotes must be received by 2:00 p.m. EST, April <?> 2024\_\_ via email [Aaron.J.Lewis@irs.gov](mailto:Aaron.J.Lewis@irs.gov) and [Roger.M.Mckinnisjr@irs.gov](mailto:Roger.M.Mckinnisjr@irs.gov). All documentation must be received by the closing date and time of the RFQ. **Late quotations will not be considered for award.**

**RFQ Closing Date for Phase 2**: Quotes must be received by 2:00 p.m. EST, April <?> 2024\_\_ via email [Aaron.J.Lewis@irs.gov](mailto:Aaron.J.Lewis@irs.gov) and [Roger.M.Mckinnisjr@irs.gov](mailto:Roger.M.Mckinnisjr@irs.gov). All documentation must be received by the closing date and time of the RFQ. **Late quotations will not be considered for award.**

**E.2.2. GENERAL INSTRUCTIONS**

Quotes shall clearly demonstrate an understanding of requirements, as well as convey the Contractor’s capability for transforming its understanding into successful performance under a BPA Task Order (or Orders), if any, issued under the terms of a BPA resulting from the RFQ.

A complete quote shall consist of a cover letter, mandatory criteria, a technical submission, and a price submission, as detailed below. Incomplete quotes will be considered non-responsive and will not be further evaluated.

Quotes submitted solely via facsimile or mail are not permitted and will not be accepted as valid quotes.

Any quote or modification will not be accepted after the due date and time for quotes.

Any assumptions forming the basis of the submittal must be clearly identified in the cover letter submitted with the RFQ.

All Contractors whose quotes are not considered or selected for BPA establishment will be so notified. Such notification will state in general terms the basis of non-selection.

All quotes shall be handled in accordance with FAR Subpart 3.104.

Information requested herein must be furnished in writing and be fully and completely in compliance with RFQ instructions. The information requested and the manner of submission is essential to permit prompt evaluation of all quotes on a fair and uniform basis. Simple statements of compliance without the detailed description of how compliance will be accomplished may not be considered sufficient evidence that the Contractor can meet the technical requirements.

Contractor employees responsible for preparing material that may be source selection information must mark each page that the Contractor believes contains source selection information with the legend “Source Selection Information”.

**E.3. PREPARATION OF QUOTATIONS**

Offerors should review Multiple Award Schedule - Information Technology IT Services, SIN 54151S and are responsible for ensuring that quotes fully complying with all GSA Schedule requirements. Each quote shall clearly demonstrate that the Offeror understands the technical requirements of the PWS. Failure to explain Offeror’s ability to meet all requirements may result in the Offeror's quote not being considered. Clarity and completeness of quotes are of the utmost importance. Therefore, quotes must be written in a practical, clear and concise manner.

The narrative shall provide the Government with a reasonable assurance that the company has the relevant experience, capacity and capability required to meet potential BPA requirements. Offerors must also provide labor category descriptions including education, qualifications and certifications EXACTLY as stated in their MAS Schedule contract (no variations from Schedule contract categories or descriptions allowed) with a cross-reference to the proposed labor category described in the PWS above. While the individual offeror’s Schedule contract labor categories will be used for Task Orders, this cross reference will be used to ensure understanding of key Government requirements. A restatement of the Performance Work Statement will be deemed unacceptable and may result in the assignment of a lower technical rating.

Offerors must include language explaining OLMs are negotiated with a Not-to-Exceed (NTE) amount.

Offerors are advised to review the RFQ carefully and adhere to all instructions. Quotes that are not structured in accordance with the instructions set forth below or that do not include the required sections or documentation may be considered ineligible for award.

All material submitted shall be directly related to the requirements of this RFQ. Quotations shall not include any illustrations, brochures, advertisements, inserts or elaborate graphics that are extraneous and are not essential to demonstrate the vendor’s capabilities. Quotes shall be formatted in MS Word, Excel, and/or Adobe.

**Page Size and Font**

Paper size shall be 8 1/2 by 11-inch white paper with printing on one (1) side only, using 12-point font.  No reduction is permitted except for organization charts or other graphic illustrations, or in headers/footers.  In those instances where reduction is allowable, Offerors shall ensure that the print is easily readable; no less than 8-point font on graphs and 10 point font on tables.  Each page shall have adequate margins on each side (at least one (1) inch) of the page.  Header/footer information (which does not include any information to be evaluated) may be included in the 1" margin space.  Pages that exceed the maximum page limitation will not be evaluated.

For the electronic copy of the quote, each file shall be submitted in a format readable by Microsoft Office 2013 or searchable PDF. It is the sole responsibility of the Offeror to ensure that the electronic media submitted is virus-free and can be opened and read by the Government. If the electronic media cannot be opened and read by the Government, the Offeror shall have four (4) business hours after notification to correct the deficiency. After that time, if the electronic media cannot be opened and read by the Government, the offer may be considered non-responsive and that may render the Offeror ineligible for any award. The deadline for submission of the electronic copy of the quote is firm. As the closing date and time draws near, heavy traffic on the web server may cause delays. Offerors are strongly encouraged to plan ahead and leave ample time to prepare and submit their quotes. Offeror bears the risk of web site inaccessibility due to heavy usage, which may occur during the final days/hours before the solicitation closing time. The electronic copy of the quote will constitute the official copy for timely receipt.

Phase I Quote shall be provided in one (1) file: (1) Factor 1, Volume I, Phase I – Mandatory Requirements.

Phase II Quote shall be separated into four (4) files attached in one (1) email: Volume II- Technical Approach, Volume III – Management Approach, Volume IV - Past Performance, and Volume V - Pricing Information. Each volume shall be prepared in accordance with the table below:

|  |  |  |
| --- | --- | --- |
| **Volume Number** | **Required Documentation** | **Page Limit** |
| Volume I | Mandatory Requirements volume | 7 |
| Volume II | The Technical Information volume shall include:   1. Contractor’s Technical Quote for the PWS requirements | 30 |
| 1. The Labor Category Crosswalk (RFQ Attachment 8 | 13 pages – As given - No format Changes |
| Volume III | Management Approach | 10 pages for Management Approach  And 2 pages maximum per Key Personnel resume |
| Volume IV | Small Business Participation Plan | No limit |
| Volume IV | Past Performance volume shall include:   1. Project Profiles 2. Past Performance Questionnaires (RFQ Attachment 4 | 6 pages for project profiles  No limit |
| Volume V | The Pricing Information volume shall include:   1. Offeror’s Price Quote – RFQ Quote Template (PQT) (RFQ Attachment 6) 2. Offeror’s GSA Price Schedule | No Page Limit |

**Administrative Information for Phase II**

This section shall include:

 Signed copy of the SF1449 with completed pricing schedule (Pricing must be listed in Block 23- Unit Price, and Block 24- Amount, on page 2 of the SF 1449). Include the Total $ Aggregate Amount in Block 24.

 A name/title, signature, and date of an authorized representative (SF 1449 Blocks 30a thru c)

 Acknowledgement of any Amendments to the RFTOQ

 The firm’s Invoice Processing Platform (IPP) point of contact information or a request for a waiver in accordance with IR1052.232-9001, Electronic Invoicing and Payment Requirements for the Invoice Processing Platform (IPP)

 Completed copies of all of the full text Provisions

 Point of Contact Information

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# **F. EVALUATION CRITERIA FOR AWARD**

**F.1 EVALUATION CRITERIA FOR AWARD**

The evaluation of quotations will be conducted in accordance with the guidelines provided in FAR 8.404 and FAR 8.405-3. FAR Part 15 procedures do not apply to the evaluation of quotations under FAR Subpart 8.4 and will not be used. Award(s) will be made to the GSA schedule contractors whose quotations conform to the GSA schedule contract, RFQ, and represents the best value to the Government. The selection of the awardees for this acquisition will be performed on a best value, trade off basis with technical considerations being of greater importance than cost. Best value means the expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit in response to the requirement. The best-value decision may result in award to other than the lowest priced quotes or award to other than the highest technically rated quotes. In making this determination, quotations will be evaluated using the following criteria:

1. Mandatory Requirements
2. Technical Approach
3. Management Approach
4. Small Business Participation Plan
5. Past Performance
6. Price

The technical evaluation will be conducted in two phases. Initially, quotes will be evaluated against the Mandatory Requirements in Factor 1 on a Pass/Fail basis. Quotes must receive a rating of “Pass” for all mandatory requirements set forth under this factor to be considered for award. ***Quotes that do not receive a rating of “Pass” for all Mandatory Requirements shall be considered technically unacceptable and shall not be eligible for award or subject to further consideration.*** After the Government completes evaluation of Phase I submissions, quoters will receive an advisory notification via email from the Contracting Officer. Quoters who rate most highly for Phase I will be advised to proceed to Phase II. Quoters, who were not among the most highly rated, will be advised that they are unlikely to be viable competitors, along with the general basis for that opinion. Quoters will be advised that their Phase I evaluation results will carry forward to Phase II and will be considered in the best value award decision. The intent of this advice is to minimize quote development costs for those quoters with little chance of receiving an award. This will be a recommendation only and discontinuing the pursuit of the requirement following the notification is voluntary. The Government does not intend to provide brief explanations of award after the completion of the advisory down select notifications. Failure to participate in Phase I precludes further consideration of a quoter. Phase II quoter submissions will not be accepted from quoters who have not submitted Phase I requirements by the due date and time provided in this solicitation. Quoters who do not participate in Phase II will also be ineligible for award even if they participated in Phase I.

Quotes that successfully pass all requirements under Factor 1 shall then be assessed using the remaining factors. The factors are listed above in descending order of importance. Quotes will be rated adjectively for each factor to allow the Government to develop a competitive range and conduct factor to factor comparisons. Price will not receive an adjectival rating but will be considered in conjunction with the other ratings. Quotes will be assessed individually under each factor, then compared to determine which quote represents the best value to the Government. Incomplete quotes or those failing to conform to RFQ instructions may be excluded from further award consideration.

**Phase I:**

**Factor 1 – Mandatory Requirements**

This section of the quotation shall consist of the contractor’s responses to the requirements set Forth under Evaluation Factor 1, Mandatory Requirements. This document shall address each requirement and fully demonstrate the contractor’s ability to meet each specified technical and/or performance requirement. The evaluation will assess each quote under Factor 1 to determine if it meets the RFQ’s mandatory requirements as stated here and further defined in the performance work statement (PWS). Quotes will be rated on a Pass/Fail basis against each of the Mandatory Requirements. A rating of “Pass” shall indicate that the vendor's response clearly meets or exceeds the specified technical and/or performance requirement and a rating of “Fail” shall indicate that the vendor’s response fails to meet the specified technical and/or performance requirements. Quotes must be rated a "Pass" for all mandatory requirements set forth under this factor to be considered for award.

**The Mandatory Requirements are as follows:**

1. **Legislative Analysis Experience**: The Contractor shall have at least seven (7) years demonstrated experience providing IT system impact analysis for change resulting from legislative initiatives and/or mandates. Experience shall include leading coordination with IT delivery partners and IRS business owners. In addition, demonstrated experience should include results that minimized disruption to existing programs and provided opportunities for IT to accelerate delivery. The Contractor shall demonstrate experience acting as an integrator for legislative delivery. The contractor shall describe how its experience, processes, and cross-agency coordination contributed to their customer’s success.
2. **Enterprise Program & Project Management Experience:** The Contractor shall be able to provide program and project management support for highly visible initiatives with enterprise- wide impact. This shall be demonstrated by at least seven (7) years of experience supporting programs and projects that present information at the Chief Information Officer (CIO) level. This includes preparing materials and analysis to inform decision-making at the CIO level. The contractor shall describe how its experience, processes, and cross-agency coordination contributed to their customer’s success.
3. **Direct Taxpayer Experience:** The Contractor shall have direct Taxpayer Experience with the creation, development and deployment of Taxpayer Experience capability. The Contractor shall be able to provide clear and consist evidence of this direct experience by at least seven (7) years supporting program and projects.
4. **Agile Experience:** The Contractor shall have direct Agile experience of at least seven (7) years and the knowledge to train employees in the Agile methodology consistent with IRS practices and show alignment to supporting programs and projects.
5. **System Engineering and Architecture**: The Contractor shall be able to provide system engineering and architecture support for highly visible initiatives with enterprise-wide impact. This shall be demonstrated by at least seven (7) years of experience supporting programs and projects that present information at the Chief Information Officer (CIO) level. This includes preparing materials and analysis to inform decision-making at the CIO level. The contractor shall describe how its experience, processes, and cross-agency coordination contributed to their customer’s success.

Ratings under this factor shall be defined as follows:

|  |  |
| --- | --- |
| **Rating** | **Description** |
| **PASS** | The vendor's response clearly meets the specified technical and/or performance requirement. |
| **FAIL** | The vendor’s response fails to meet the specified technical and/or performance requirements. ***Vendors who receive a rating of “FAIL” for any of the Mandatory Requirements will not be eligible for award and their quote will not be subject to further evaluation.*** |

**Phase II:**

**Factor 2 – Technical Approach**

This evaluation shall assess each Quote to determine whether the contractor’s technical solution represents a comprehensive, sound, and reasonable approach to meeting the requirements and objectives of the PWS. The Quote should demonstrate a clear understanding of the required tasks and should allow the Government to assess the contractor’s capability and methodology to accomplish the requirements. The Government’s assessment will be based on the contractor’s Technical Quote and Labor Category Crosswalk. Under this evaluation, the IRS may consider:

1. The vendor’s ability to provide program management expertise using proven and mature program management practices and processes in the execution of IRS PMO program.
2. The vendor’s ability to provide business process analysis, business process reengineering support, and project assessments to the program.
3. The vendor’s ability to provide PMO with organizational readiness support working across the technical and business organizations to ensure that the readiness work ties directly to the IRS’ goal of ensuring people, processes, and technology readiness as outlined in PWS to support development, delivery, and operation of program capabilities. The technology readiness includes IT policies and standards such as section 508 compliance, security compliance, oneSDLC, Taxpayer Target State strategy, etc.

The following adjectival ratings will be used to evaluate this factor.

|  |  |
| --- | --- |
| **Rating** | **Description** |
| **EXCELLENT** | The vendor quote outlines an effective, efficient, and achievable technical approach for meeting requirements as defined in the PWS. The Quote has strengths that will significantly benefit the Government and has no weaknesses or deficiencies. The risk of unsuccessful contract performance is very low. |
| **GOOD** | The vendor quote outlines an effective, achievable technical approach for meeting requirements as defined in the PWS. The Quote’s strengths outweigh any weaknesses in a manner that will benefit the Government. There are no significant weaknesses and no deficiencies. The risk of unsuccessful contract performance is low. |
| **ACCEPTABLE** | The vendor quote outlines an acceptable technical approach for meeting requirements as defined in the PWS. The Quote’s strengths, if any, are balanced out by weaknesses. There are no deficiencies. The risk of unsuccessful contract performance is low to moderate. |
| **UNACCEPTABLE** | The vendor quote fails to demonstrate an acceptable technical approach for meeting all of the requirements defined in the PWS. The Quote contains a deficiency or multiple significant weaknesses that present an unacceptably high risk of performance failure. Quote is not eligible for award. ***Vendors who receive a rating of “Unacceptable” will not be eligible for award.*** |

**Factor 3 – Management Approach**

This evaluation shall assess the contractor’s proposed Management Approach to evaluate their comprehensive understanding of the PWS requirements and their approach for performing the effort to ensure the objectives, requirements, constraints, and performance standards are met. Under this evaluation, the IRS may also consider the offeror’s Technical Approach and Sanitized Price Quote as they relate to the proposed Management Approach, but Price will not be evaluated under this factor. Quotes will be evaluated considering the following:

1. Clarity and completeness of the proposed management approach.
2. Methodology for planning and sizing work to accomplish the requirements and how the work will be managed.

The Government will evaluate the extent to which the quotation:

(1) Demonstrates the extent to which the quoter describes one comprehensive integrated management approach (for managing cost, schedule, risk, issue resolution and reporting in alignment with the QASP) for the entire effort, while also acknowledging and addressing the differences in how it will provide management for the non-Managed Services programs, with how it will provide management for the Managed Services.

(2) Demonstrates an effective approach to meeting compliance with the IRS’ Software Development Life Cycle (OneSDLC) and Enterprise Life Cycle (ELC) and describes how the quoter will use AGILE, Traditional, and Waterfall software management practices.

(3) Demonstrates that the quoter has a staffing approach that will attract and retain staff across the Orders for the BPA period of performance and ensure skilled and experienced staff be assigned to the Task Order.

(4) Demonstrates a proposed organizational structure that includes levels of authority at corporate and task order level, approval processes, roles and responsibilities, communication processes, management of risk, and subcontractor management.

(5) Explains the extent to which subcontractors and/or team members will be involved in the performance of the proposed tasks, identify the functional area for which they will be responsible, and describe how the quoter will manage the subcontractor and/or team member participation.

(6) Clearly indicates how the metrics in the PWS will be monitored and when and how corrective action will be taken if appropriate.

(7) Provides (1) a detailed description of how it will manage conflicts; (2) a plan to ensure client satisfaction; and (3) a measurement of fiscal responsibility and accountability paying particular attention to the deliverable timeline in this contract.

(8) Identifies assumptions or conditions (if any) relating to its management plan and other qualification information.

(9) Demonstrates its ability and approach to fulfilling surge requirements when surge is required.

The following adjectival ratings will be used to evaluate this factor:

|  |  |
| --- | --- |
| **Rating** | **Description** |
| **EXCELLENT** | The Quote outlines a clear and complete management approach to accomplish the requirements of the PWS. The Quote has strengths that will significantly benefit the Government and has no weaknesses or deficiencies. The risk of unsuccessful contract performance is very low. |
| **GOOD** | The Quote outlines a clear and achievable management approach to accomplish the requirements of the PWS. The Quote’s strengths outweigh any weaknesses in a manner that will benefit the Government. There are no significant weaknesses and no deficiencies. The risk of unsuccessful contract performance is low. |
| **ACCEPTABLE** | The Quote outlines an adequate management approach to accomplish the requirements of the PWS. The Quote’s strengths, if any, are balanced out by weaknesses. There are no deficiencies. The risk of unsuccessful contract performance is low to moderate. |
| **UNACCEPTABLE** | The Quote fails to demonstrate an adequate management approach to accomplish the requirements of the PWS. The Quote contains a deficiency or multiple significant weaknesses that present an unacceptably high risk of performance failure. Quote is not eligible for award. ***Vendors who receive a rating of “Unacceptable” will not be eligible for award.*** |

**Factor 4 – Small Business Participation Plan (SBPP)**

All Contractors must complete (ATTCH 7) SBPP. All Contractor’s shall describe and demonstrate their commitment to ensure that Small Businesses receive the maximum practicable opportunity to participate in the contract performance. The Contractor shall describe their approach and techniques that will be used to achieve small business participation. The contractor shall identify the names and roles of the small business Contractors including the type of small business (e.g., Small, SDB, Woman-Owned, HUBZone, Veterans Owned, SDVOSB, Other by type), and the estimated value of each subcontract in relation to the total proposed dollar amount. The extent of participation of small business are in terms of the percentage of the value of the total acquisition. The plan shall clearly describe the following specific elements:

* 1. The Contractor’s approach for achieving small business participation.
  2. How the plan is integrated within the overall management processes for this effort.
  3. The measure used to achieve small business subcontracting in a cost-effective manner to the Government.

The Government will evaluate the plan on whether there was a Plan submitted. If a Participation Plan is submitted with the quote, the rating for Evaluation Factor 4 will receive a “Pass.” Offerors that do not submit a plan, will not be eligible for award.

The following adjectival ratings will be used to evaluate this factor:

| **Rating** | **Description** |
| --- | --- |
| **Pass** | Small Business Participation Plan **was** submitted with quote. |
| **\*Fail** | Small Business Participation Plan **was not** submitted with quote. |

**\*Any quote which receives a rating fail will not be eligible for award and will not be further evaluated.**

**Factor 5 – Past Performance**

Past performance is an assessment of the degree to which an offeror has satisfied its past customers and is one indicator of an offeror’s ability to perform the BPA successfully. Past performance reflects how well contractors have performed the work – in other words how well they executed what was promised in the proposal. The evaluation of this factor will assess the requisite experience and expertise to provide the services described in the Performance Work Statement. This review shall consider the quality of work and customer satisfaction. The IRS will review records contained in Attachments 4 (Past Performance) and Attachment 5 (Project Profiles) to assess the likelihood that the Offeror can successfully perform the required work identified in this PWS. The IRS reserves the right to contact and use information provided by the references and any other sources available. If no relevant information on past performance is provided by the Offeror or obtained by IRS, the Offeror will be evaluated neither favorably nor unfavorably on past performance. Offeror may submit up to 3 potential contracts that IRS can review per attachment. Additionally, the contractor will be classified based on social economic status.  When all other evaluated criteria are equal, preference will be given to small business.

The following adjectival ratings will be used to evaluate this factor:

|  |  |
| --- | --- |
| **Rating** | **Description** |
| **EXCELLENT** | The Quote outlines a clear and complete management approach to accomplish the requirements of the PWS. The Quote has strengths that will significantly benefit the Government and has no weaknesses or deficiencies. The risk of unsuccessful contract performance is very low. |
| **GOOD** | The Quote outlines a clear and achievable management approach to accomplish the requirements of the PWS. The Quote’s strengths outweigh any weaknesses in a manner that will benefit the Government. There are no significant weaknesses and no deficiencies. The risk of unsuccessful contract performance is low. |
| **ACCEPTABLE** | Highly relevant past performance record involving contracts/task orders of similar size, scope, and complexity to the solicitation requirements. Performance meets or exceeds contractual requirements. Risk to successful performance is low. |
| **UNACCEPTABLE** | May have a relevant past performance record involving contracts similar in size, scope, and complexity to the solicitation requirements, however, performance does not meet contractual requirements and recovery is not likely in a timely or cost-effective manner. The contractual performance of the element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. There is an unacceptably high risk that the contractor will not successfully perform. ***Vendors who receive a rating of “Unacceptable” will not be eligible for award.*** |
| **NEUTRAL** | No record of relevant past/present performance exists or relevant past/present performance history is not available. There is no expectation of either successful or unsuccessful performance based on the Offeror’s past performance record. The Offeror may not be evaluated favorably or unfavorably on past performance. |

**Factor 6 – Price**

The Government will review price quotes to determine if the prices are fair and reasonable, consistent with the Offeror’s GSA MAS. This will include a review of the labor categories, labor rates, proposed discount and labor mix. The Government will evaluate the pricing for accuracy and completeness and verify that the offerors’ proposed rates are less than or equal to their GSA Schedule contract rates. Offerors are encouraged to offer discounts. Each price quote will be evaluated but will not be assigned an adjectival rating. The Price Volume shall include:

* Schedule Contractor’s Complete GSA Price Schedule
* Completed copy of the RFQ Price Quote Template (PQT)

Contractors shall use the PQT to propose labor categories, rates and discounts. Contractors may propose an alternate labor mix to address the estimated effort projected in the PQT, however; it must be supported with detailed information in the Labor Category Crosswalk and Technical Quote that explains how the proposed labor mix will accomplish the tasks set forth in the RFQ.

The BPA’s five (5) year performance period has been separated by year in the PQT to allow contractors to propose price escalations; if necessary, however contractors should note that any proposed rates shall not exceed those in their GSA Schedule for the same performance period and that the final award prices will constitute the maximum rates under the BPA(s); even if the GSA Schedule contract is later renegotiated or extended to include higher rates.

The Offeror’s proposed price will be evaluated for the base period as well as all option periods in accordance with 52.217-5 Evaluation of Options. Evaluation of the options under FAR clause 52.217-8, Option to Extend Services (Nov 1999) will be accomplished by using 50% of the pricing offered for the final option period; this will not be added to the total price.

Contractor travel may be required during the performance of this requirement. When travel is required, the task order will include a “Not to Exceed” line item for travel reimbursement in accordance with the PWS. Travel costs will not be considered under the price evaluation.

**Rating Descriptors and definitions**

The following rating descriptors will be used to determine contractor has addressed requirements of Task Order RFQ by allocating responses into categories of strength, weakness, or deficiency.

Definitions are provided below:

|  |  |
| --- | --- |
| **Rating** | **Definition** |
| **Significant Strength** | A “significant strength” is an attribute of the offeror's proposal that exceeds the specified performance or capability requirements in a way that is substantially beneficial to the Government. |
| **Strength** | A “strength” is an attribute of the offeror's proposal that exceeds the specified performance or capability requirements in a way that is beneficial to the Government. |
| **Weakness** | A “weakness” is an attribute of the offeror's proposal which is likely to increase the probability of unsuccessful contract performance. |
| **Significant Weakness** | A “significant weakness” is an attribute of the offeror's proposal which is likely to substantially increase the probability of unsuccessful contract performance. |
| **Deficiency** | A “deficiency” is a material failure of a proposal to meet the Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. |

**F.2 BASIS OF AWARD**

Final selection for award will be made to the contractor whose quote conforms to the RFQ and represents the best value to the government.  Evaluation will be based on the information presented in written quote and evaluated based on strength, weakness, and/or deficiency. The following five (5) factors shall be used to evaluate quotes:  Factors 2-5 are listed in descending order of importance and when combined, Factors 2-4 are of more importance than price (Factor 5). (Note:  Price will be evaluated but will not be assigned an adjectival rating).

Each quote will be rated strictly in accordance with its written content. No assumptions will be made by evaluators regarding areas that are not addressed in the offeror’s written quote.

Quotes that are unrealistic in terms of either technical or price content may be reflective of an inherent lack of competence or indicative of a failure to comprehend the RFQ performance requirements and may be determined unacceptable by the Government.

The Government intends to award no more than six (6) BPAs of which two awards may be reserved for small business participation. Determination of business size shall be subject to each vendor’s re-certification under provision 52.212-3, Offeror Representations and Certifications—Commercial Items.

**Attachment 1** – IRS Invoice Processing Platform (IPP) Waiver Form

**Attachment 2** – Quality Assurance Surveillance Plan (QASP)

**Attachment 3** – Section 508 Document Response Instructions

**Attachment 4** – Past Performance Questionnaire

**Attachment 5** – Project Profile References

**Attachment 6** – Pricing Template has Estimated number of FTEs and Estimate Total Hours needed per each Anticipated Labor Category descriptions for each Award year of the award.

**Attachment 7** – Small Business Participation Plan

**Attachment 8** – Agile Services and Labor Category Crosswalk Has Anticipated Labor Category descriptions.

**\*Attachment 2** – QASP is a living document and is subject to change at the Government’s discretion. The QASP will not be a part of the Task Order but will be made available upon request.