

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1	OF 195	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER ITSS ID#15170001		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY General Services Administration , Federal Acquisition Services 230 S. Dearborn Street, 33rd Floor Chicago, IL 60604		CODE		8. ADDRESS OFFER TO (If other than item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and See Section L copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in not applicable until 4:00 PM local time 10/01/2018

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Julie Green	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE 312	NUMBER 3537036	EXTENSION	julie.green@gsa.gov

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER				

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM See Section G
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY See Section G		CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Julie Green		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Previous edition is unusable

Section B

Supplies or Services and Prices/Costs

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B.1 GENERAL

The contractor shall furnish Entity Validation Services in accordance with the Performance Work Statement (Section C). The Contractor shall provide a comprehensive solution for client requirements to include, but not limited to, all personnel, materials, services, facilities and management necessary (unless specifically furnished by the Government) to perform the requirements as set forth in this contract and all orders issued under this contract. This is a combination Firm Fixed Price (FFP)/Time and Materials (T&M) contract.

B.2 CONTRACT TERM

The maximum potential period of performance of this contract is five years starting on the day of contract award or designated effective date; with a Base Period of 12 months and four Option Periods of 12 months each. The Government reserves the unilateral right to exercise an option period prior to the expiration of the Base or option period. The Government shall give the Contractor at least 30 days prior notice of its intent to exercise the option.

Planned performance period is:

Base Period: 12/30/2018 through 12/29/2019
Option 1 Period: 12/30/2019 through 12/29/2020
Option 2 Period: 12/30/2020 through 12/29/2021
Option 3 Period: 12/30/2021 through 12/29/2022
Option 4 Period: 12/30/2022 through 12/29/2023

B.3 PRICES

B.3.1 Prices set forth in the Schedule of Items/Services and Prices, shall be fully burdened; that is, prices shall be inclusive of all costs (i.e., material, labor, fringe, overhead, etc.), fees, and profit associated with each item.

B.3.2 For work under CLINs 2003, 3003, 4003 and 5003 for Customer Support (helpdesk) services, the Government will only be obligated to pay the prices at the agreed upon rate per contact set forth in Section B, for services that are actually requested, received, and accepted by the Government. The Government shall not be obligated to pay any amount in excess of this ceiling price nor is the Contractor obligated to continue performance if to do so would exceed this ceiling price. In the event that the Government chooses to exercise option periods, unused funds from a previous contract period may not be used to fund any services taking place in a subsequent contract period. The ceiling price may be modified by the Government if it is determined that it is insufficient for the work required.

B.4 QUANTITIES

For work under CLINs 2003, 3003, 4003 and 5003 for Customer Support (helpdesk) services, the total item quantities stated in the following Schedule of Items/Services and Prices are estimated ceiling quantities for annual contacts. These estimates are based on the best available information regarding the annual customer support requirements. This contract does not make any guarantee, either explicit or implied, that the Government will process for the total contact quantity during each contract period. The Government reserves the unilateral right to adjust the quantities at any time during the life of the contract should the ceiling quantity of this, or any individual contract line item be insufficient to fill government requirements.

B.5 SCHEDULE OF ITEMS / SERVICES AND PRICES

Base Period:

CLIN 1001: Reserved – No Price Required

*CLIN 1002: Identification of Entity Organizational Relationships (hierarchy) and Hierarchy Maintenance, 3 months, monthly price \$xx.xx, annual total FFP= \$xx.xx

CLIN 1003: Reserved – No Price Required

CLIN 1004: Project Manager, 12 months, monthly price \$xx.xx, annual total FFP= \$xx.xx

CLIN 1005: Technical Lead, 12 months, monthly price \$xx.xx, annual total FFP= \$xx.xx

CLIN 1006: Transition-in, 12 months, monthly price \$xx.xx, annual total FFP= \$xx.xx

Total Base Period: NTE \$xx.xx

Option Period 1:

CLIN 2001: Determining Uniqueness, Initial Validation of Entities and Ongoing Monitoring Entities Initial Validation and Identification of Organizational Relationships (hierarchy), 12 months, monthly price \$xx.xx, annual total FFP= \$xx.xx

CLIN 2002: Identification of Entity Organizational Relationships (hierarchy) and Hierarchy Maintenance, 12 months, monthly price \$xx.xx, annual total FFP= \$xx.xx

CLIN 2003: Customer Support (helpdesk), NTE 67,000 contacts, rate= \$xx.xx, total NTE amount = \$xx.xx

CLIN 2004: Project Manager, 12 months, monthly price \$xx.xx, annual total FFP= \$xx.xx

CLIN 2005: Technical Lead, 12 months, monthly price \$xx.xx, annual total FFP= \$xx.xx

Total Option 1: NTE \$xx.xx

Option Period 2:

CLIN 3001: Determining Uniqueness, Initial Validation of Entities and Ongoing Monitoring Entities Initial Validation and Identification of Organizational Relationships (hierarchy), 12

months, monthly price \$xx.xx, annual total FFP= \$xx.xx

CLIN 3002: Identification of Entity Organizational Relationships (hierarchy) and Hierarchy Maintenance, 12 months, monthly price \$xx.xx, annual total FFP= \$xx.xx

CLIN 3003: Customer Support (helpdesk), NTE 67,000 contacts, rate= \$xx.xx, total NTE amount = \$xx.xx

CLIN 3004: Project Manager, 12 months, monthly price \$xx.xx, annual total FFP= \$xx.xx

CLIN 3005: Technical Lead, 12 months, FFP 2.5 days/week, monthly price xx.xx, annual total = \$xx.xx

Total Option 2: NTE \$xx.xx

Option Period 3:

CLIN 4001: Determining Uniqueness, Initial Validation of Entities and Ongoing Monitoring Entities Initial Validation and Identification of Organizational Relationships (hierarchy), 12 months, monthly price \$xx.xx, annual total FFP= \$xx.xx

CLIN 4002: Identification of Entity Organizational Relationships (hierarchy) and Hierarchy Maintenance, 12 months, monthly price \$xx.xx, annual total FFP= \$xx.xx

CLIN 4003: Customer Support (helpdesk), NTE 67,000 contacts, rate= \$xx.xx, total NTE amount = \$xx.xx

CLIN 4004: Project Manager, 12 months, monthly price \$xx.xx, annual total FFP= \$xx.xx

CLIN 4005: Technical Lead, 12 months, FFP 2.5 days/week, monthly price xx.xx, annual total = \$xx.xx

Total Option 3: NTE \$xx.xx

Option Period 4:

CLIN 5001: Determining Uniqueness, Initial Validation of Entities and Ongoing Monitoring Entities Initial Validation and Identification of Organizational Relationships (hierarchy), 12 months, monthly price \$xx.xx, annual total FFP= \$xx.xx

CLIN 5002: Identification of Entity Organizational Relationships (hierarchy) and Hierarchy Maintenance, 12 months, monthly price \$xx.xx, annual total FFP= \$xx.xx

CLIN 5003: Customer Support (helpdesk), NTE 67,000 contacts, rate= \$xx.xx, total NTE amount = \$xx.xx

CLIN 5004: Project Manager, 12 months, monthly price \$xx.xx, annual total FFP= \$xx.xx

CLIN 5005: Technical Lead, 12 months, FFP 2.5 days/week, monthly price xx.xx, annual total = \$xx.xx

CLIN 5006: Transition out, 6 months, monthly price \$xx.xx, annual total = \$xx.00

12 months = 1 Full Time Equivalent (FTE) = 1,960 labor hours.

Total Option 4: NTE \$xx.xx

Total Base and Options = NTE \$xx.xx

Notice to Proceed in General and for Specific CLINs:

In general, no work under this contract shall commence until the contractor receives written authorization to proceed by contract modification or direction given by the Contracting Officer. Contracting Officer may not provide authorization to proceed with any portion of this contract until personnel security requirements have been satisfied.

*No work shall commence under this CLIN (CLIN 1002) until the Contracting Officer provides notice to proceed specific to this CLIN, planned start is anticipated at the beginning of month 10 (start of the final quarter) of the Base period.

For key personnel under CLINs 1004 and 1005, at the outset of the contract or at any time during the contract, the government reserves the right to direct contractor to bill based on its firm fixed price hourly unit price in lieu of its monthly price under Section B.5 if less than a full month of work is performed.

For each T&M CLIN, (CLINs 2003, 3003, 4003 and 5003) the Contractor will only perform time and material work after receiving written authorization to proceed by contract modification or direction given by the Contracting Officer.

Schedule of Items/Service and Prices –

Note: This is provided for reference, offeror shall complete the MS Excel worksheet with its price provided as Attachment 1 – Schedule of Items/ Services and Prices under Section J.

*****Please see next page*****

ID 15170001- Entity Validation Services Section B - Schedule of Items / Services and Prices

Contractor Name:

Base Period

CLIN Number	Section C, PWS, Section	Type	Unit of Measure	Ceiling	Rate	Dollars
CLIN 1001 - Reserved						
*CLIN 1002 - Identification of Entity Organizational Relationships (hierarchy) and Hierarchy Maintenance	Section 4, Objective 3	FFP	Month	3		\$0
CLIN 1003 - Reserved						
CLIN 1004 - Project Manager	Section 8, Key Personnel	FFP	Hour	1,960		\$0
CLIN 1005 - Technical Lead	Section 8, Key Personnel	FFP	Hour	1,960		\$0
CLIN 1006 - Transition-in	Section 4, Objective 5	FFP	Month	12		\$0
Total						\$0

Option 1 Period

CLIN Number	Section C, PWS, Section	Type	Unit of Measure	Ceiling	Rate	Dollars
CLIN 2001 - Determining Uniqueness, Initial Validation of Entities and Ongoing Monitoring Entities	Section 4, Objectives 1 and 2	FFP	Month	12		\$0
CLIN 2002 - Identification of Entity Organizational Relationships (hierarchy) and Hierarchy Maintenance	Section 4, Objective 3	FFP	Month	12		\$0
CLIN 2003 - Customer Support (helpdesk)	Section 4, Objective 4	T&M	Per Contact	67,000		\$0
CLIN 2004 - Project Manager	Section 8, Key Personnel	FFP	Hours	1,960		\$0
CLIN 2005 - Technical Lead	Section 8, Key Personnel	FFP	Hours	1,960		\$0
Total						\$0

Option 2 Period

CLIN Number	Section C, PWS, Section	Type	Unit of Measure	Ceiling	Rate	Dollars
CLIN 3001 - Determining Uniqueness, Initial Validation of Entities and Ongoing Monitoring Entities	Section 4, Objectives 1 & 2	FFP	Month	12		\$0
CLIN 3002 - Identification of Entity Organizational Relationships (hierarchy) and Hierarchy Maintenance	Section 4, Objective 3	FFP	Month	12		\$0
CLIN 3003 - Customer Support (helpdesk)	Section 4, Objective 4	T&M	Per Contact	67,000		\$0
CLIN 3004 - Project Manager	Section 8, Key Personnel	FFP	Hours	1,960		\$0
CLIN 3005- Technical Lead	Section 8, Key Personnel	FFP	Hours	980		\$0
Total						\$0

Option 3 Period

CLIN Number	Section C, PWS, Section	Type	Unit of Measure	Ceiling	Rate	Dollars
CLIN 4001 - Determining Uniqueness, Initial Validation of Entities and Ongoing Monitoring Entities	Section 4, Objectives 1 & 2	FFP	Month	12		\$0
CLIN 4002 - Identification of Entity Organizational Relationships (hierarchy) and Hierarchy Maintenance	Section 4, Objective 3	FFP	Month	12		\$0
CLIN 4003 - Customer Support (helpdesk)	Section 4, Objective 4	T&M	Per Contact	67,000		\$0
CLIN 4004 - Project Manager	Section 8, Key Personnel	FFP	Hours	1,960		\$0
CLIN 4005 - Technical Lead	Section 8, Key Personnel	FFP	Hours	980		\$0
Total						\$0

Option 4 Period

CLIN Number	Section C, PWS, Section	Type	Unit of Measure	Ceiling	Rate	Dollars
CLIN 5001 - Determining Uniqueness, Initial Validation of Entities and Ongoing Monitoring Entities	Section 4, Objectives 1 & 2	FFP	Month	12		\$0
CLIN 5002 - Identification of Entity Organizational Relationships (hierarchy) and Hierarchy Maintenance	Section 4, Objective 3	FFP	Month	12		\$0
CLIN 5003 - Customer Support (helpdesk)	Section 4, Objective 4	T&M	Per Contact	67,000		\$0
CLIN 5004 - Project Manager	Section 8, Key Personnel	FFP	Hours	1,960		\$0
CLIN 5005 - Technical Lead	Section 8, Key Personnel	FFP	Hours	980		\$0
CLIN 5006 - Transition Out	Section 4, Objective 5	FFP	Month	6		\$0
Total						\$0

Total Base and all Option Periods

\$0

Please see Section B - Schedule of Items/Prices for additional details.

Total Base and all Option Periods \$0.00

Please see Section B - Schedule of Items/Prices for additional details.

* Planned start anticipated at the beginning of month 10 (start of the final quarter) of the Base period.

12 months = 1 Full Time Equivalent (FTE) = 1,960 labor hours.

NOTE: The offeror shall submit a proposal consistent with the instructions in Section L of this solicitation.

SECTION C

Description/Specifications/Performance Work Statement

For

Entity Validation Services

**A procurement by the
U.S. General Services Administration
on behalf of
Office of Systems Management (QD)
Integrated Award Environment (IAE)
Washington, D.C.**

RFI # ID15170001

**NAICS 561450 - Credit Bureaus
Product Service Code: R611 Support - Administrative: Credit Reporting Services**

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1 Background:

Integrated Award Environment (IAE)/System for Award Management (SAM)

Organizational Mission

The mission of the GSA Office of Integrated Award Environment (IAE) is to support a common, secure business environment which facilitates and supports cost-effective acquisition of, and payment for, goods and services; effective management of federal acquisition and assistance awards; and consistent transparency into federal acquisition and assistance awards.

The IAE vision is to continue to evolve and integrate the existing shared portfolio of ten (10) electronic systems used for awarding and administering federal financial assistance (e.g., grants, loans) and contracts through Agile Scaled Agile Framework (SAFe) Development Processes.

The largest and most complex of the e-Government initiatives, the IAE works on behalf of the acquisition and financial assistance communities to save money, be more efficient, reduce burdens on the communities we serve, and improve federal award management.

Procurement Objective

The purpose of this procurement is to obtain the necessary contractor support to perform Entity Validation Services for the express purpose of protecting the integrity of the taxpayer's dollars throughout the federal award process and to enable the GSA Office of Integrated Award Environment to fulfill its mission. The Federal Government awarded over \$3 trillion dollars in contracts, grants, loans, and other Federal assistance to entities in fiscal year 2017. Entities awarded Federal procurement and grants actions, with limited exceptions, are required to register in SAM. The information from SAM is used throughout the government, to include all aspects of the procurement and financial assistance processes. The identity of each entity wishing to do business with the Government, or receive assistance from the Government, must be validated prior to its entering into a business relationship with the Government. As such, the government has a need for a determination of entity uniqueness to consistently identify specific commercial, nonprofit, or government entities. The overarching government requirement is for business identification and validation services. Entity Validation Services are based on federal statute and policy regulations.

Definitions, for purposes of this procurement, include:

- Entity – refers to organizations or individuals applying for financial assistance, contract awards, loans, grants, or who need to register to do business with the federal government including but not limited to sole proprietors, corporations, partnerships, government agencies, non-profits, etc.
- Validation – objective verification; returning accurate information about an entity. The data corresponds to the real world identity of the entity.
- Entity Validation Services – a method to determine entity uniqueness, which could include the assignment or use of a unique entity identifier, validation of certain data, and associated services.

This effort may require the contractor to collaborate with the Government and other contractor teams (e.g. testing, data management, interfaces, help support, etc.) to provide support on Entity Validation Services.

IAE/SAM Program History

In 2002, Integrated Acquisition Environment was created as an e-Government (e-Gov) initiative under the President's Management Agenda. As part of the e-Gov initiative, the Office of Management and Budget (OMB) designated GSA as the executive agent of the Integrated Acquisition Environment. In 2013, the Integrated Acquisition Environment was renamed the Integrated Award Environment (IAE) by its governance to reflect its management of procurement, grants, and federal assistance data. In 2017, the organization was renamed The Office of Systems Management (QD), IAE/SAM.

The concept behind the IAE/SAM is to provide Federal Government agencies and contractors with a shared IT system to manage the acquisition and grants-making process from solicitation through closeout. The goals of the IAE/SAM Program are to (1) create a simpler, common, integrated Information Technology (IT) service that promotes competition, transparency, and integrity; (2) increase data sharing across the Government and with the public to enable better decisions in procurement, logistics, payment, and performance assessment; and (3) take a unified approach to obtaining modern tools to leverage investment costs across the Federal Government for award-related IT services.

The IAE/SAM enables all phases of the Federal awards management lifecycle, manages the common source of entity information for acquisition and financial assistance (grants and loans) communities, provides a market research source for contract administration to the Federal acquisition community as well as private and commercial firms that are interested in doing business with the Government, and stores information that the public in general seeks on how tax dollars are being spent. IAE provides subcontract reporting opportunities for Agency and Contractor communities. IAE provides data for Government and non-Government stakeholders including the general public.

IAE/SAM is governed by the Award Committee for eGov (ACE) structure which includes the

Procurement Committee for eGov (PCE) and the Financial Assistance Committee for eGov (FACE). Additionally, all IAE operations are coordinated and prioritized through a Change Control Board (CCB) that consists of voting representatives from each of the 24 Chief Financial Officer (CFO) Act agencies. These same agencies contribute funding for the IAE operations.

IAE/SAM Current Status

IAE currently sees over \$1 trillion and 3.3 million transactions in federal assistance and procurement awards across all the IAE systems. With growing numbers, IAE currently has over 3.4 million registered users and over 500 million hits or page views per month.

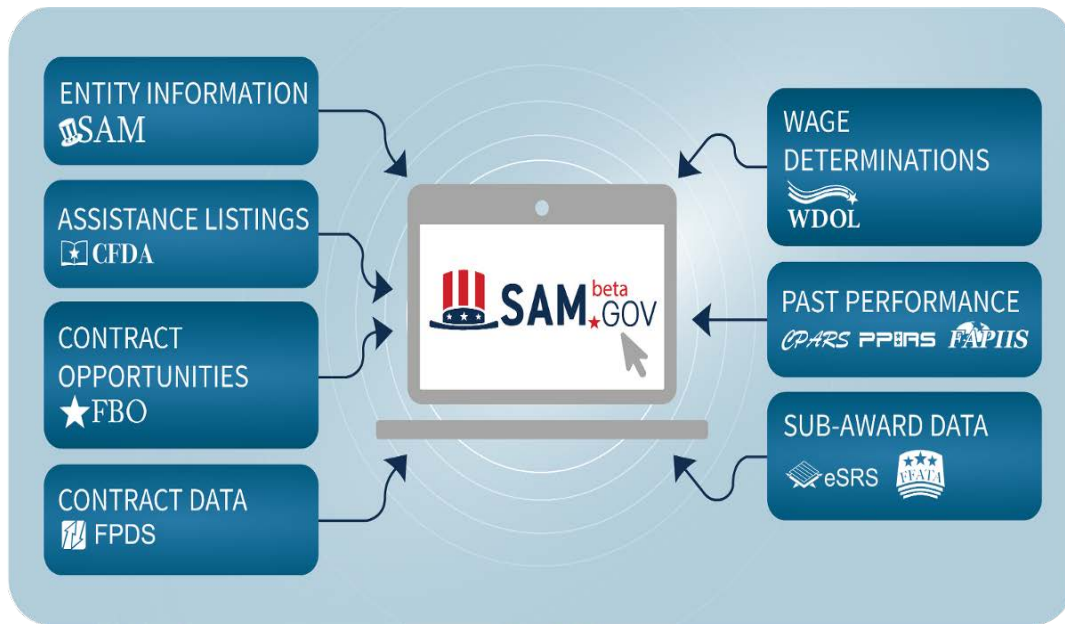
The current IAE systems were developed over several years as free-standing, web-based systems to fulfill different roles throughout the acquisition and grants-making process. Many are operated and maintained by independent contractors. Shared functional components of the application stack for these systems are limited to co-location services that cover some systems and a consolidated end-user help desk that supports a different subset of the systems.

Current IAE systems consist of the following:

1. System for Award Management (SAM)
2. Federal Procurement Data System – Next Generation (FPDS-NG)
3. Federal Business Opportunities (FBO)
4. Electronic Subcontracting Reporting System (eSRS)
5. Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS)
6. Contractor Performance Assessment Reporting System (CPARS)
7. Federal Awardee Performance and Integrity Information System (FAPIIS)
8. Past Performance Information Retrieval System (PPIRS)
9. Wage Determination OnLine (WDOL)
10. Beta.SAM.gov

Beta.SAM.gov/SAM (Modernized)

IAE is in the process of merging all 10 of our current operational systems into a single website known as SAM.gov (currently being built as beta.SAM.gov) with the goal of streamlining the process for our users who make, receive, and manage federal awards.



This image shows the integration of the 10 existing federal award systems that are managed by GSA's Integrated Award Environment. Once integrated, the image shows that all ten systems will be categorized by their main feature (such as contract opportunities, entity registration, and wage determinations) into a centralized website called SAM.gov (initially beta.SAM.gov).

Entity Validation Services – Current State

The identity of each entity wishing to do business with the federal government, or receive assistance from the federal government, must be validated prior to its entering into a business relationship with the federal government.

The General Services Administration's (GSA) Integrated Award Environment (IAE) maintains a contract for Entity Validation Services.

Entity Validation Services currently include the assignment of a unique identifier and objective verification (validation) of entity-provided information against authoritative sources for data associated with the unique entity. Initial validation currently occurs within 24 hours. Validation services include:

1. Address Standardization – a properly formatted and postal service-recognized address, to include international addresses
2. Address Verification – the stated address must be tied to a business entity, established at that specific location
3. Business Legitimacy – established as entity name + Address Standardization

and verification that is independently verified from a specified number of independent data sources

4. Confirmation of the existence of and/or assignment of a unique identifier formatted as a 9-digit numeric value
5. Corporate Hierarchy – maintained and updated with changes for the duration of the contract
6. Customer Support - helpdesk services to assist with aspects of entity validation

The unique entity identifier is currently the Data Universal Numbering System (DUNS®) number with which entities register in the System for Award Management (SAM). The unique entity identifier is tied in SAM to the legal entity name, 'doing business as' name, and the physical address that corresponds to it. Note: The DUNS number is not the primary key for SAM records in its database - it is an alternate key and the current UEI published and used by downstream systems. Entities awarded Federal procurement and grants actions, with limited exceptions, are required to register in SAM. The information from SAM is used throughout the government, to include all aspects of the procurement and financial assistance processes.

2 Orientation

General Scope of Work

This Performance Work Statement (PWS) defines program support objectives for Entity Validation Services.

Work will be performed over the period of five years, with an anticipated Base Period of 12 months and four Option Periods of 12 months each.

Resources

Under this contract, unless otherwise stipulated (see Section 13 – Government Furnished Items), the Contractor shall furnish or provide all personnel, personnel management and supervision, all related internal supporting business functions (including background and "overhead" personnel), materials, supplies, equipment, and facilities to perform the full range of technical and administrative services required by this contract.

During the course of this contract, the Government may make additional Government Furnished Items (GFIs) -- materials, equipment, and facilities -- available upon receipt of a written request from the Contractor to the Government Technical Representative. These GFIs, if provided, would be in addition to those initially set forth in Section 13.

The contractor shall provide fully trained personnel. (Reference "Personnel Requirements in Section 8 of this PWS.)

Government personnel will be made available to provide technical input, answer Contractor questions, review completed draft deliverables, provide feedback, and provide shipping directions for deliverables.

Placement and Management of Work

All work under this contract is either specifically described in this PWS or shall be assigned to the Contractor in writing by the Contracting Officer's Representative (COR) using a Technical Directive form. Contractor employees shall perform work as specified in this contract as directed by the Contractor's designated project manager, who shall have full responsibility for the assignment and monitoring of Contractor employee activities. All work shall be performed within the scope of this PWS and the Government will not ask or require the Contractor to perform work that is outside of the scope of this contract.

Customers

The customer and recipient of all work performed under this contract or order is the Office of Systems Management (QD), IAE/SAM located at 1800 F Street NW HUB 4323 Washington, DC 20405.

Performance Monitoring

Contractor performance shall be monitored by the Government representatives in accordance with the Contractor's Quality Control Plan (QCP) and the Government's Quality Assurance Surveillance Plan (QASP) (see Section , below).

General Definitions

CO – Government Contracting Officer (also PCO – Procuring Contracting Officer)

COR – Contracting Officer's Representative (See Section 15, below)

FTE – Full Time Equivalent, the number of labor hours equal to those that would be worked by one employee in a year. For this procurement action 1960 hours is considered an FTE.

CPARS – Contractor Performance Assessment Reporting System – This is a system that generates reports which are created by the government evaluators to document contractor performance.

Entity – refers to organizations or individuals applying for financial assistance, contract awards, loans, grants, or who need to register to do business with the federal government including but not limited to sole proprietors, corporations, partnerships, government agencies, non-profits, etc.

Entity Validation Services – a method to determine uniqueness, which could include the assignment or use of a unique entity identifier, validation of certain data, and associated services.

First Produced - for purposes of clause 52.227-14, all data first produced in the performance of this contract, including without limitation data validated by the contractor.

IAE – GSA Office of Integrated Award Environment

IAE PMO – GSA Integrated Award Environment Program Management Office

NIST - National Institute of Standards and Technologies

Normal Workweek - A workweek is 40 hours.

Overtime - Time worked by a contractor's employee in excess of the employee's normal workweek. (Note: The government will not reimburse for premium pay under this contract for overtime work.)

Quality Assurance - A planned and systematic pattern of all actions necessary to provide confidence to the government that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved.

Quality Assurance Personnel (QAP) - A functionally qualified government person(s) responsible for surveillance of contractor performance and providing communications to the contractor(s) and PCO.

Quality Assurance Surveillance Plan (QASP) - A plan detailing the contract surveillance procedures and containing the **Objectives, Measures and Expectations** that will be used to evaluate contractor performance of the PWS objectives.

Quality Control - Those actions taken by a contractor to control the production of outputs to ensure that they conform to the contract requirements.

SAM Managed Identifier (SAMMI) - A unique entity identifier (UEI) used within SAM and IAE as a primary key to identify every entity record within SAM.

Unique Entity - An entity or part of an entity whose identifying information does not match that of any other entity registered to do business with the federal government

Unique Entity Identifier (UEI) - A machine readable identifier that identifies a

unique entity or part of an entity. Examples include SAMMI, CAGE, TIN, DUNS, and any other system that can uniquely identify an entity.

Unusual Circumstance - A rare circumstance that requires validation outside the normal process. This shall occur in less than 1% of cases.

Validation – objective verification; returning accurate information about an entity. The data corresponds to the real world identity of the entity.

Technical Definitions

API - Application program interface

Geocode - Geographic coordinates (latitude, longitude) which you can use to mark a location on a map

IAE Application Platform – The IT platform for hosting multiple Government-wide acquisition applications “on the cloud.”

JSON - JavaScript Object Notation

PII - Personally identifiable information

Real Time Response - Responses to interface requests that return a response within a few seconds of submission.

REST - Representational State Transfer

3 Assumptions

The contractor shall employ a staff with sufficient experience and expertise to perform each of the tasks in this PWS.

4 Primary Performance Objectives (Technical)

The overall objective of this contract is for the contractor to provide Entity Validation Services. The proposal must clearly identify all data elements or other information or materials, to include deliverables to be provided to the Government under this contract, which the offeror intends to provide with limited or restricted rights (as such terms are defined in the FAR 52.227-14), and restrictions on the Government's data rights will be considered in the proposal evaluation as it relates to the overall value to the Government. The Government intends to assert unlimited rights in any deliverables and work products first produced under this contract that are not so identified unless agreed upon between the government and contractor. Therefore, deliverables and work products shall be provided in a format that will allow the Government to edit them after

the conclusion of this contract.

In summary, the overarching objectives of this requirement are as follows:

Business Objectives

- A method to determine entity uniqueness, which could include the assignment and/or use of a contractor unique entity identifier (UEI) in perpetuity, validation of certain entity data, and associated services
- Validation of information about an entity to aid awarding officials in making responsibility determination in regards to a prospective awardee
- A method to determine the hierarchy and family tree of an entity
- A method to determine relevant information about an entity that is being excluded from doing business with the government
- Help desk support for entities in ensuring their core data validates in SAM to register to do business with the government
- Proper information assurance policies and processes are in place to ensure any sensitive information or PII is not improperly disclosed
- Contractor's methods and sources for validating entity data and determining uniqueness is independent of federal government systems utilized by IAE and SAM

Technical Objectives

- Data transmission is done in real-time for all uniqueness and validation services
- All data is sent in machine readable formats and does not require the government to build custom parsers
- Contractor meets GSA and IAE application platform security requirements for system access to SAM where needed for authenticated activities
- All data is encrypted in transmission and at rest
- Meet Service Level Agreement (SLA) standards/metrics, see Section J – Attachment 2.

The technical objectives of this contract involve no development activity on SAM or other IAE systems. Some testing assistance may be requested with interface setup, but the contractor will not work on SAM or other IAE systems.

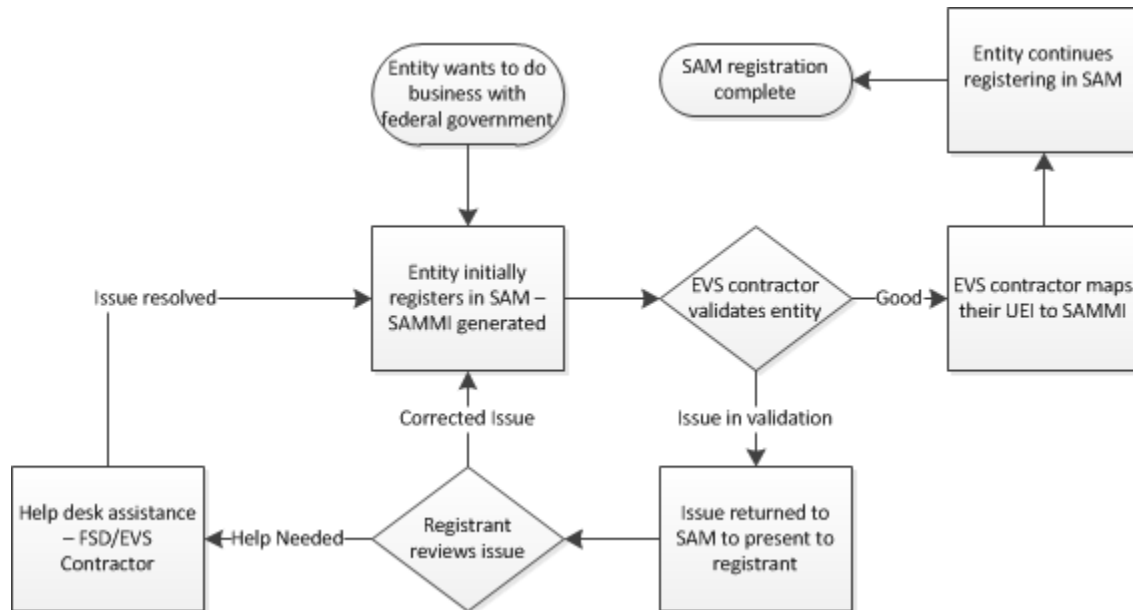
Objective 1- Method to determine entity uniqueness and confirmation that the entity is unique

The contractor shall meet this objective by determining that a registering entity is unique and assigning a unique identifier to that entity. The unique identification service shall support local and globally-located entities seeking to register to do business with the federal government without requiring direct government review and approval during initial registration and ongoing

monitoring.

Entity Uniqueness Interface Process:

In order to determine if an entity is unique, the government will pass information for validating uniqueness of an entity or part of an entity, and the contractor will pass back information confirming whether or not the entity is unique. Additionally, the contractor will pass back its UEI for the entity that will map to the SAM managed identifier (SAMMI). The contractor's UEI will remain indefinitely within SAM's database for mapping and auditing purposes, but will not be published or displayed within SAM.



The contractor shall interface electronically in - with SAM.gov and/or Beta.SAM.gov to accomplish this task. The determination of uniqueness will be based on data elements sent from SAM to the contractor. The contractor shall clearly identify what data elements are necessary for it to determine uniqueness and map its contractor UEI to the SAMMI. See a sample data transmission below.

Sample Data Elements Passed to Determine Entity Uniqueness		
<i>Data Element</i>	<i>Format</i>	<i>Max Length</i>
Legal Business Name	String	120
Doing Business As Name	String	120

Company Division	String	60
Physical Address Line 1	String	150
Physical Address Line 2	String	150
Physical Address City	String	40
Physical Address Province or State	String	55
Physical Address Zip/Postal Code	String	20
Physical Address Zip Code + 4	Numeric	4
Physical Address Country Code	String	3
UEI (if one currently exists)	String	20

Unique Entity Identifier (UEI) Assignment Services:

Part of the validation services involves creation or assignment of a UEI for newly registering entities, entities updating their registration, all existing active entity registrations, and active “firm” exclusions in SAM. Under this contract the contractor shall map their UEI to the SAMMI for purposes of managing and updating entity information. The contractor UEI will only be used within the SAM database on the backend and will not be made available to the public or displayed on the frontend.

Volume of Registrants

Between 6,000 - 9,000 new entity registrations are activated each month (average 7,000) in SAM. Between 43,000 - 65,000 registrations are renewed per month (average 53,000) in SAM. Currently, there are approximately 620,000 active entities registered in SAM.

The following table is a snapshot as of December 2017 of the 10 countries with the highest volume of international entities registered in SAM. This table is not all inclusive of every international registrant in SAM. As of December 2017, there are 31k active entities from 203 unique international countries registered in SAM.

Country Name	Active Count
Canada	2438
Japan	1908
Germany	1778
Great Britain	1765
Korea	1518
Afghanistan	1292
Italy	1267
Ukraine	602
Iraq	590
India	564

Additional Entities

In addition to those registering in SAM, contractor unique entity identifiers will need to be created and/or assigned at the discretion of the government for purposes such as (1) testing, (2) training, (3) identification of excluded entities, or (4) to be used in the ordinary course of government business in a production environment, including creating records for non-existent entities that will not have real world data, e.g. for testing purposes. The contractor must have a mechanism to know that these entities do not exist in the real world.

Excluded Entity Identification

Entities need to be identified at times for the creation of exclusions within SAM where the entity is not already registered in SAM. The contractor will need to identify the entity based on

information provided by the government to the contractor.

Validation of Uniqueness Turn Around Time

The contractor will make a determination of uniqueness and assign, or facilitate the assignment of, a contractor UEI in real-time, except due to Unusual Circumstance. All such transactions between SAM and the contractor's system must be automated and electronic.

No Cost to Registering Organization

The determination of uniqueness and assignment of a contractor UEI shall be made at no cost to the registering entity. The contractor may not charge the registering entity for assignment of a UEI, nor may they require registration or a similar process via a third party organization that would charge the registering entity for a UEI assignment. Any such costs (1st or 3rd party) must be borne by the EVS contractor within their offer.

Objective 2- Validate information about the entity and provide additional information on entity

The contractor shall meet this objective by validating information regarding an entity that an entity enters into SAM, both at initial registration and as an entity maintains their registration in SAM with subsequent updates, and providing additional information about an entity that has been accumulated by the contractor and would be of interest to the federal government in its awarding process. The government has the right to use and display the data validated by the contractor in perpetuity in any new and existing government systems. This data will be shared with federal agencies for government business purposes. Any data collected by the government directly from entities during their registration can be used by government and may be published at the government's discretion except for data elements considered sensitive for purposes of the Freedom of Information Act, Privacy Act, and other applicable law. The data validated by the contractor may be used in place of entity provided data within the SAM record and downstream uses of SAM information. The government will not identify/distinguish source providers for specific data elements within the SAM record.

Initial Entity Registration

This service is for the initial confirmation of data provided by the entity during their registration in SAM. Data submitted by registrants during the initial registration process in SAM is validated as accurate and verified as legitimate through real-time interfacing services except due to Unusual Circumstance. Data elements that can not be validated at initial registration shall be flagged as such and returned to SAM with appropriate codes detailing the issue.

The contractor shall validate the following entity registration data elements:

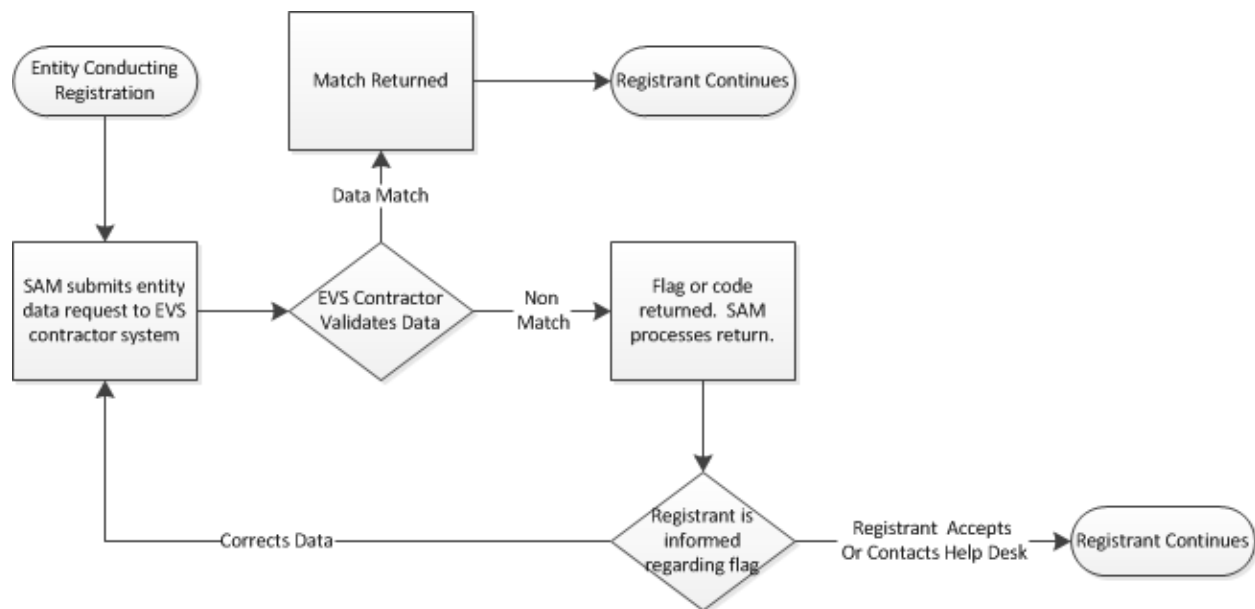
- Legal Business Name
- Business Information
 - Business Start Date
 - Fiscal Year End Close Date
 - Corporate URL

- Company Division Name
 - Physical Address
 - Mailing Address
 - Immediate Owner/Highest Level Owner
 - Predecessors*
 - Subsidiaries*
 - Doing Business As
 - Country of Incorporation
 - State of Incorporation
 - Entity Structure
- *Validation at this level will depend upon the entity type

The contractor may provide any additional information the contractor believes could assist the federal government in registrant identification.

It is anticipated that specific entity validation data will change over the life of this contract. This will result in GSA modifying capabilities to incorporate changes within the general scope of the contract. GSA desires to take advantage of all technical upgrades and enhancements over the duration of this contract.

A sample workflow of this process is shown below.



Entity Registration Updates

This service is for the periodic validation of data provided by the entity during their registration update in SAM. Data submitted by registrants during the update process in

SAM is validated as accurate and verified as legitimate through real-time interfacing services similar to initial registration. Data elements that can not be validated shall be flagged as such and returned to SAM with appropriate codes detailing the issue.

On-Going Monitoring

Contractor will monitor for any updates/changes to verified entity information. Entity data in SAM is refreshed or flagged regularly if changes in authoritative formats take place (for example, postal address, zip code) or new entity information is determined by the contractor. The entity/registrant shall be afforded the opportunity to confirm in SAM any changes in data (i.e. if address is updated to match postal format).

The following data elements shall be validated via on-going monitoring:

- Legal Business Name
- Business Information
 - Business Start Date
 - Fiscal Year End Close Date
 - Corporate URL
 - Company Division Name
- Physical Address
- Mailing Address
- Immediate Owner/Highest Level Owner
- Predecessors
- Subsidiaries
- Doing Business As
- Country of Incorporation
- State of Incorporation
- Entity Structure

Additional information the contractor believes could assist the federal government in entity information validation.

A sample workflow for this process is shown below.



Standardize Entity Address

The government is looking for entity address information to be standardized. This shall be accomplished by an interface between the contractor's system and SAM. Domestic address standardization shall include valid ZIP Codes with the associated ZIP+4, valid city/state pairs, and street addresses in proper formatting, e.g. USPS format. International address

standardization shall include country-appropriate address formatting and follow the Geographic Entity Names and Codes (GENC) Profile of the ISO 3166-1.

Physical Address Geographic Coordinates

For entities located in the U.S. and its outlying areas, the government utilizes the physical address information validated by the contractor to determine and assign the precise congressional district in which an entity is located.

To facilitate this process, the usage of the ZIP Code with its ZIP+4 extension is the primary check for assigning a congressional district. The secondary check is utilizing the entity's geographic coordinates (latitude, longitude) to determine the correct congressional district.

Contractors shall describe if and how they can pass the geocodes for an entity as part of the validation information returned. Geocodes shall be in a machine readable format that can be utilized by the government to precisely locate an entity's physical location.

Entity Information Validation Interface Process

In order to validate the information of an entity or part of an entity, the government shall pass information regarding the entity, and the contractor shall pass back information confirming whether the information is correct or if there are any discrepancies.

For on-going monitoring, the contractor shall push new or updated information from its system to SAM as the information becomes known. Or the contractor can send a notice to SAM to make a pull request from the contractor's system as the contractor becomes aware of changes or is able to validate additional information. This data will be stored in SAM for government use.

Volume of Monitoring

Includes all entities registered for monitoring, active and those which expired in the past six months. This is an average of 750,000 entities for monitoring across the entity primary data elements.

Objective 3- Identify Entity Organizational Relationships

The contractor shall meet this objective by identifying the entity's organizational hierarchy or "family tree," and relationships of registered entities in SAM. This includes, immediate owner and highest level owner, predecessor, subsidiary, parents, domestic parent, and global parents of entities. Relationships between entities applies to entities registering to do business with the government and related entities not registered in SAM. This data will be shared with federal agencies for government business purposes. Additionally, the government will maintain full unlimited rights to data on current and historical entity relationships provided to SAM for an indefinite period to use for government business purposes. Any data collected by the government directly from entities regarding their own hierarchy can be used by government and may be published at the government's discretion except for data elements considered sensitive for purposes of the Freedom of Information Act, Privacy Act, and other applicable law. Presently and going forward the government displays to the public certain entity organizational information

related specifically to an entity and that entity's highest-level parent entity owner for applicable federal awards, including the name and unique identifier of the entity receiving the award and the name and unique identifier of the awardee entity's highest-level parent entity, if the awardee is owned by another entity.

Hierarchy Maintenance

Current and historical organizational relationships must be monitored, updated, and made available for federal government use. This data must be provided in a machine readable format with explicitly parsed data elements and will be maintained in U.S. Government systems.

Entity Hierarchy Information Interface Process

In order to determine the hierarchy information of an entity, or part of an entity, the government will pass information regarding the entity and the contractor will pass back information regarding its hierarchy.

For updates, as soon as new information is known, the contractor may push new hierarchy information from its system to SAM, or send a notice to SAM to make a pull request from the contractor's system.

Entity Hierarchy Feedback Process

When an entity administrator finds what they believe to be a hierarchy discrepancy within SAM, they will notify the government of such issue. The contractor may need to process that issue and make any resultant updates to the hierarchy as needed. It is preferred that this process is electronic and as automated as possible.

Volume

There are approximately 75,000 entities actively registered in SAM that are part of an organizational hierarchy, ie have a parent entity.

Between 6,000 - 9,000 new entity registrations are activated each month (average 7,000) in SAM. For all new entity registrations, SAM will request or receive the organizational structure for that entity.

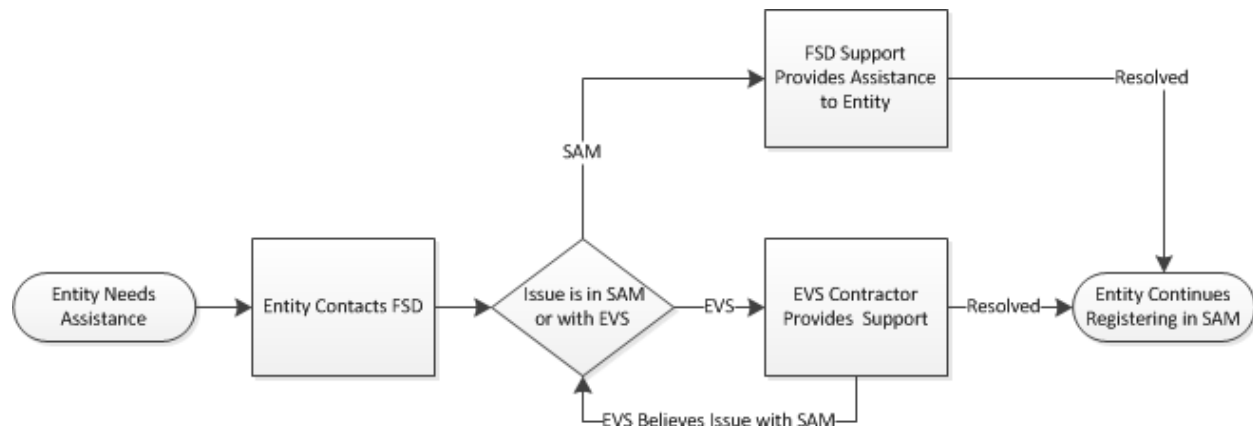
Objective 4 - Customer support capabilities (including entity updates), for U.S. and non-U.S. located entities

The contractor shall meet this objective by providing entities located in the U.S. and its outlying areas, as well as international entities, access to customer support if there are questions on identification or validation of their initial registration data that the entities provide to SAM that cannot be addressed by the Federal Service Desk (FSD).

This customer support capability shall include entity updates for U.S. and non-U.S. entities and shall accommodate entities through multiple communication channels (e.g. phone, internet chat, local offices, email, etc.) with primary support in English and non-English language support if

reasonably available. The customer support shall integrate with the FSD ticketing system. All services provided, and products delivered outside IAE and SAM.gov, must comply with the government security, accessibility (Section 508), and specified information architecture requirements.

If there are issues with the registration in SAM, entities will initially contact the supporting Federal Service Desk (FSD) helpdesk, and relevant issues will be forwarded to the contractor electronically via API or third party service. The contractor is expected to provide rapid, ready support through multiple communication channels for worldwide registrations to meet the SLA.



Help Desk Volume and Types of Requests

Estimated annual help desk volume for EVS related inquiries is 67,000. The most common types of help desk requests anticipated are:

- Entity information updates or mismatches
- Entity uniqueness issues
- New entity or entity information not available
- Authentication issues

Help Desk Statistics

The contractor shall be able to provide statistics related to the overall service quality and volume of the help desk services being provided. Examples of statistics desired include:

- Number of Calls
- Number of Emails Answered
- Total Touchpoints - Month/year
- Time to initiate
- Time to close/resolve issue
- Issue Type

Help Desk Service Conduct

Help desk services in support of this contract are considered to be conducted on behalf of the

federal government. Branding, marketing, and sales of the contractor's products or services to callers is strictly prohibited. The contractor may also obtain information regarding entities during help desk service that is not otherwise publicly available. Such data shall not be used for marketing purposes or resale by the contractor while it is not publicly available either through SAM or other sources. The contractor is hereby reminded that unauthorized disclosure of non-public information, e.g., proprietary information of third parties, may result in liability under 18 U.S.C. 1905, 18 U.S.C. 1832, or other applicable law.

Customer Support Identity Security

All customer support activities will have the identity and entity association of the individual positively validated as part of any transaction that involves a data change or addition about an entity. Identification shall be done at minimum of IAL level 2 based on NIST standard 800-63. Entity association shall include positive checks to ensure high confidence (or similar measure) the individual is authorized to make updates on behalf of the entity. The contractor shall be able to qualify their confidence in the identification and association.

As part of identifying and associating an individual for data updates or additions about an entity, it is anticipated that the contractor may utilize various sensitive and PII data about the individual and entity. PII and sensitive data shall be appropriately protected from breaches and leakages both at rest and in transmission.

Objective 5- Transition

Transition In

The contractor shall meet this objective by providing a seamless transition in the validation processes that minimizes disruption to entities, creates no disruption in entity registration, and supports continued historical analysis for the government. The government anticipates a twelve (12) month transition timeframe from date of contract award to complete its own development and go live with the EVS contractor. The full range of entity validation services will not be performed by the contractor within the base period. During the transition in period of this contract it is anticipated that the EVS contractor will:

- Provide final technical specifications, test materials, and sample files in accordance with the deliverable schedule (Objective 6)
- Establish government access and support government testing of API's (in accordance with Objective 6)
- Map contractor UEI to the SAMMI for existing entities (in accordance with Objective 1)
- Integrate with the Federal Service Desk ticketing system to establish EVS helpdesk support of SAM.gov customers (in accordance with Objective 4)
- Support government ATO as necessary

- Provide deliverables in accordance with Section 11 of the PWS
- Any other relevant events the contractor deems necessary to perform under this contract (identified as part of the transition in plan)

Transition plans, shall include but not be limited to:

- Identify roles and responsibilities of the offeror and government and schedule/milestones for transition
- Plans for supporting the government's need to maintain continuous entity registration during the EVS provider's transition period
- Updating of API interfaces from existing services to the contractor's services without a downtime.
- Analysis and management of SAM data as necessary to support validation of existing entities in SAM.
- Transparency of the process to users (Federal and registering entities) and change management
- Setting up of customer support and integrating with the IAE federal service desk (FSD) via multiple channels
- Identify any actions the offeror assumes are the responsibility of the government.

Note: SAM currently has data restrictions related to the use of Dun & Bradstreet data, which must be followed by any contractor in their solution that prohibit use of D&B data elements or reverse engineering or otherwise deriving D&B methodologies for determining linkages.

Transition Out

The contractor shall provide a plan for transitioning out their services at the end of the contract. This shall include, but not be limited to:

-
- Plans for maintaining continuous entity registration during a transition period to another contract or other service solution
- Assist with the mapping of SAM entities within the contractor's hierarchy to another contract or service solution as needed
- Shut down of system interfaces between SAM and the contractor's system(s) and any services setup for executing this contract (e.g. help desk service)
- Removal of government furnished information (GFI) from the contractor's systems in accordance with GSA information management policy
- Removal of GSA system access, facility access, and system accounts

Objective 6 - Technical Interfaces

Real Time Electronic Interfaces

The government would prefer to interface with the contractor's system via REST API, however contractors may propose alternative transmission methods, but those solution(s) must meet all

other business requirements set forth in this PWS and provide timely, accurate, real-time responses. Data transmissions will be transmitted in a manner that is machine readable and simple for the government to parse into SAM (e.g. an address shall be broken down into street address, city, state, ZIP Code, country elements and not sent as a single element). All transmission of data, storage of data, and interfacing with GSA systems must be secure and in accordance with all security and data policies set forth in this PWS and RFP.

Batch Transmissions

Where the government does not have real time needs, batch transmissions of data are acceptable so long as they are machine readable and meet all security and data policies set forth in the PWS and RFP.

Objective 7 - Data Sourcing and Handling

Data Security and Storage

SAM may be passing information to the contractor for determining uniqueness, validating entity information, determining the entity hierarchy, or exclusions management that is considered sensitive or PII. Any such transmission or storage of such data must be done in a secure manner in accordance with GSA and other federal information assurance policies.

Data Validation Source

The contractor's sole source of validating entity uniqueness information, validating entity information, determining the entity hierarchy, and validating exclusions shall be as independent as possible of federal government systems, particularly those used by or interfacing with SAM (e.g. DLA and Treasury systems). The federal government is seeking outside sources of information for purposes of determining uniqueness. Contractors shall demonstrate in their proposal specifically how and from where they source validating data. Contractors shall also provide refresh rates of their source data (e.g. monthly for xyz data element).

Commercial Use of Entity Data

Via the nature of the uniqueness determination, validation, hierarchy management, and exclusion support services in this contract, the contractor may obtain data regarding entities that is not otherwise publicly available. Such data shall be considered non-public and not be used for marketing purposes, resale by the contractor, or outside distribution while it is not publicly available either through SAM or other sources.

5 Meeting Objectives

To accomplish the Meeting Objectives of this contract the contractor shall participate in the following meetings. Nothing discussed in any meetings or discussions between the Government and the contractor shall be construed as adding, deleting, or modifying contractual agreement without written authorization from the Contracting Officer.

Meeting Objective 1 – Initial Business/Kickoff Meeting

Within five (5) business days following the contract award date (or other time mutually agreed between the parties), the contractor representatives will meet with the GSA Contracting Officer, GSA COR, and Government program manager or designee to review the contractor's understanding of the requirements, goals and objectives of this contract. The contractor shall also address the status of any issues that will affect contractor start-up/ramp-up toward achieving full service/support capability. The Government will be responsible for taking minutes of this meeting.

Meeting Objective 2 – Ad hoc Technical / Work Status / Administrative Meetings

The contractor shall, if requested by the Government, participate in monthly status meetings or ad hoc technical meetings or ad hoc work status meetings at a mutually agreeable time and place to discuss tasking, work progress, technical problems, performance issues, or other technical matters. During these meetings the contractor shall at least provide accomplishments, problems and issues and planned actions. The contractor shall take minutes of these meetings and include them in a Monthly Status Report. These meetings will occur at a time and place mutually agreed upon by the parties.

Meeting Objective 3 – Contract Administration Meetings

The Contracting Officer (CO) may require the authorized contractor representative to meet or participate in a teleconference with authorized Government personnel as often as deemed necessary to discuss contract performance or administrative issues. The contractor may also request a meeting with the CO when deemed necessary. The content of meetings shall be documented in writing. Minutes shall be approved by both parties and shall be included in the Government contract file.

6 Contract-wide Objectives

Contract-wide Objective 1 – Contract and Project Management

The contractor shall be solely responsible for managing the work performed in the execution of this contract/order. This includes the responsibility to –

- assign appropriate resources to each task,
- maintain clear organizational lines of authority,
- ensure effective contract task management and administration
- establish and use proven policies, processes, analyses, and best practices

The Contractor shall maintain project milestones for each assigned task. The Contractor shall coordinate all work with the Program Office. At a mutually agreed upon interval, the Contractor shall update Government representatives on work progress and task milestones throughout the contract period.

Contract-wide Objective 2 – Subcontract Management

The Contractor shall be fully responsible for management, control, and performance of any Subcontractor used on this contract. If a Subcontractor is being used to perform direct services to the government, the Prime Contractor must inform the Government in writing. Use of a Subcontractor on the Contractor's team shall not relieve the Prime Contractor of responsibility nor accountability in the execution of this contract/order.

Contract-wide Objective 3 – Business Relations

A primary element of project success is the business relationship between the Contractor and Government representatives. Within this context the Government will monitor the Contractor's contribution to business relations and provide feedback when required. The Contractor shall make every effort to establish and maintain clear and constant communication channels with the Government primaries (CO, COR, and Government Technical Representative) of this contract for the purpose of:

- Promptly identifying PWS and/or business relationship issues of controversy and the bilateral development and implementation of corrective action plans.
- Ensuring the professional and ethical behavior of Contractor personnel.
- Maintaining effective and responsive Subcontractor management.
- Ensuring the Contractor support team is fully aware and engaged in strengthening the interdependency that exists between the Contractors and their Government counterparts.
- Facilitating Contractor–Government collaboration for continuous improvement in the conduct of PWS tasks, reducing risks, costs and meeting the mission needs of the program.

Contract-wide Objective 4 – Contractor Response

The contractor shall ensure prompt response to Government inquiries, requests for information or requests for contractual actions.

Contract-wide Objective 5 – Team Continuity and Employee Retention

The Government recognizes the benefits in maintaining the continuity of contractor team members. These benefits include but are not limited to retention of corporate knowledge, minimizing contractor familiarization, maintaining/increasing performance levels, schedule adherence, and preserving organizational interfaces developed over time. These benefits also accrue to the Contractor. Within the context of effective and efficient personnel management, the Contractor shall take reasonable and appropriate steps to retain the qualified employees

staffed against this contract to maintain continuity and performance while effectively reducing costs borne by the Government.

Contract-wide Objective 6 – Professional Appearance

Contractor employees shall present a neat and professional appearance appropriate to the work being performed at all times when interacting with Government representatives, working in Government facilities, or representing the Government at meetings or before third parties.

7 Additional Performance Requirements

Location of Work

Performance will take place primarily at the contractor's facility. On occasion, placing a Contractor employee in Government facilities may be necessary for efficient execution of a task. Meetings will be held at either the Government's or the Contractor's location depending on availability and circumstances.

Time of Work

Normal Hours

For any Contractor employees working on Government facilities, their normal duty hours shall be 8 AM – 5 PM local time, Monday through Friday, to coordinate with Government operations. Otherwise, the Contractor shall be responsible for managing work hours of its employees, provided they are available when necessary to interact with Government employees.

In the event that individual objectives or sub-objectives require expedited performance or extended work days to meet schedule constraints or work volume, the Government shall communicate that need to the Contractor's Project Manager or Team Lead who, in turn, is responsible for managing the Contractor's labor resources to meet the schedule constraints. Communications regarding expedited performance shall be documented in writing, by email or otherwise, and included in the contract administration file. If Contractor employees are working at Government facilities and task completion deadlines require extended hours, the Government will provide authorization to occupy and use Government facilities beyond normal duty hours.

The Contractor may perform work outside the normal duty hours at its own business location(s) or at the Government furnished facilities, when so authorized. Any Contractor employee working at Government facilities shall observe federal holidays and government closures on the same dates and during the same times as the Government personnel, since Contractor employees shall not have access to the Government facilities during these days and/or times. These holidays are as follows.

Holidays

The Government shall observe the following holidays.

New Year's Day	Labor Day
Martin Luther King Jr., Day	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Federal Service Desk Hours

The Federal Service Desk (FSD) which supports the IAE systems is available to users from the hours of 8AM to 8PM Eastern time, Monday through Friday. The contractor shall design their support structure to accommodate the availability of FSD to assist in issue resolution.

Government Facility Closures

In the event of unplanned closure of the Government facility for any reason (e.g. natural disasters, government shutdown, or severe weather) the Contractor shall make its best effort to mitigate loss of work time. If Contractor employees are working on the Government installation, this may be done by moving employees to an off-site location. If performance under this contract is not possible, the Contractor shall take steps to assign employees to other projects on a temporary basis or place them in leave status to minimize non-productive costs to the Government under this contract. Additional instructions may be provided by the Contracting Officer on a case-by-case basis. Disagreements between the parties resulting from facility closures shall be settled through negotiations to the maximum extent possible or shall otherwise be settled pursuant to the provisions of the Disputes provisions of this contract.

All services to be performed under this contract have been determined to be nonessential for performance during a facility closure. Should the Government facility be closed, the Contractor shall be notified by either the Contracting Officer, GSA Technical Representative, or a local television or radio station. The Contractor is responsible for notifying its employees about Government closures. Contractor employees are not to report to the Government facility if it is closed and will adhere to delays, unless otherwise specifically instructed otherwise by the CO or GSA Technical Representative.

Performance at the Contractor's Facilities

Work performed at Contractor's work locations shall be performed according to the Contractor's standard commercial practice; however, the Contractor representatives at these locations must be available for interaction with Government employees between of 0900 and 1500 Eastern time, Monday through Friday, with the exception of government designated holidays or facility closures. Contractor shall be responsible for managing work hours of its employees, provided they are available when necessary to interact with Government employees.

Travel

Travel is not anticipated at this time but to the extent that it is deemed necessary at a later date, it may be added following award.

Limitations on Contractor Performance

The Contractor shall NOT perform the following functions in connection with the services provided under this contract.

- Approve, decide, or sign as a Contracting Officer;
- Negotiate with Government suppliers;
- Accept or reject supplies or services;
- Determine acquisition, disposition, or disposal of Government property;
- Direct other contractor or Government personnel;
- Determine cost reasonableness, allowability, or allocability;
- Vote on a source selection board;
- Supervise Government personnel;
- Approve Government requirements or plans;
- Determine Government policy.

Privacy Act Requirements

Work on this project may require that Contractor personnel have access to information which is subject to the Privacy Act of 1974. Personnel shall adhere to the Privacy act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations when handling this information. Privacy Act information is considered sensitive and appropriate safeguards shall be implemented by the Contractor. The Contractor is responsible for ensuring all contractor personnel are briefed on privacy Act requirements.

Personal Services

This is not a "Personal Services" contract as defined by FAR 37.104. The government has taken the following steps and precautions to ensure that "Personal Services" employer-employee relationships are not created between government and contractor employees during performance of this contract. Although Contractor employees who furnish services under this contract are subject to Government technical oversight, the Government shall not oversee Contractor employees but shall provide all direction through the Contractor's designated representative(s) who is/are solely responsible for supervising and managing Contractor employees. In further compliance with this regulation –

- All tasks will be initiated using approved Task Directive Forms.
- All government direction or approval of contractor initiated suggestions shall be documented using approved Task Directive Forms
- All government contract monitors shall communicate with the contractor through the approved contractor management representative.

- All government representatives responsible for managing this contract shall be briefed on the avoidance of personal services and those actions that represent personal services, prior to assuming their contract responsibilities.

Additionally, when work occurs at the Government's site the Contractor shall take the following steps to preclude performing, or perception of performing "Personal Services" as stipulated in FAR 37.114(c).

- When answering the phone, Contractor employees shall identify themselves as employees of the firm for which they work, as well as giving other information such as their name or the government office they support.
- Contractor employees shall wear badges that clearly identify them as Contractor employees. The badge shall be worn on the outermost garment between the neck and waist so badge is visible at all times.

Rehabilitation Act Compliance (Section 508)

Unless otherwise exempt, all services and/or products provided in response to this requirement shall comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR part 1194).

The Contractor shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

Additional information regarding Section 508 can be obtained from the following web sites.

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>
<http://www.access-board.gov/508.htm>
<http://www.w3.org/WAI/Resources>

For this requirement, the Contractor is exempt from the provisions of Section 508 of the Rehabilitation Act of 1973, as amended.

Avoidance and/or Mitigation of Actual or Potential Organizational Conflicts of Interest

Contractor employees may have access to sensitive government information while performing this work, may be involved in reviewing and assessing the work of other contractors, and may be involved in developing specifications and work statements for subsequent or complementary work. There is a potential for organizational conflicts of interest if the Contractor has ties with firms whose work it will review or if the Contractor is subsequently awarded a contract that uses a specification or work statement that it prepared. To avoid actual or potential organizational conflicts of interest the Contractor, in conjunction with Government scheduling and oversight controls, must be able to mitigate its relationship with a firm whose work it might review during performance of this contract. No specific firm is currently identified but firm may be identified during the course of contract performance. Additionally, the Contractor shall refrain from seeking contracts that incorporate Contractor generated specifications or work statements until it first demonstrates, to the satisfaction of the Contracting Officer, that obtaining such other contracts will not create an actual or potential organizational conflict of interest with work performed on this contract. The Contractor shall comply with the provisions of the contract clauses entitled "Organizational Conflicts of Interest," "Notification of Conflicts of Interest Regarding Personnel," "Limitation of Future Contracting," and "Annual Conflict of Interest Certification" to meet this requirement, which shall be incorporated into the contract.

8 Personnel Requirements

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NOTE: The Government, at its sole discretion, may consider substitutions and/or requests for deviation from any of the following personnel qualifications (e.g., experience in lieu of education), if to do so would be in the best interest of the Government.

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Personnel Qualifications – General

All personnel working on this contract shall meet the following minimum educational and experience requirements.

- All personnel shall have training that is appropriate for the tasks to which they will be assigned according to customary commercial practice.
- All personnel shall have experience that is appropriate for performing the tasks to which they will be assigned.

The Contractor shall furnish adequate documentation to substantiate compliance with this

requirement for each assigned staff member. The Contractor shall certify as to the accuracy and completeness of the supporting documentation.

Key Personnel Definition and List

Key Personnel are defined as those individuals who are so essential to the work being performed that the contractor shall not divert them to other projects or replaced them without receiving prior approval from the Contracting Officer. This definition also applies to substituted personnel used to replace those originally proposed at the time of contract award*. Substituted personnel must have equal or better qualifications than the person they replace, subject to the Government's discretion.

At a minimum, the following Contractor "Key personnel" must be proposed under this contract /contract:

Project Manager/Project Lead Technical Lead

**Note: Failure of the Contractor to furnish proposed key personnel shall be viewed as a breach of contract and may be grounds for a default determination by the Government.*

Key Personnel Qualifications

PROJECT MANAGER

The Contractor's Project Manager shall be the primary point of contact for the Government and shall be responsible for the management, content, and quality of work performed on this contract. The Contractor's Project Manager must be available to coordinate with Government representatives on a daily basis if required. The Contractor shall provide the Project Manager who is specified in their proposal for a minimum of the initial period of this contract, unless otherwise agreed between the parties. The Contractor shall provide a competent backup for the Project Manager in the event of a temporary absence and a competent replacement for the Project Manager in the event of the PM's extended absence (more than two weeks or other time as agreed between the parties).

The project manager and alternate(s) must be able to communicate clearly with the government team.

The Project Manager must have a background that substantiate that he or she has:

- Project Management Institute (PMI) Project Management Professional (PMP) or Program Management Professional (PgMP) certification.
- Educational attainment that is appropriate for managing the type of work described in the PWS, both in size and scope.

- Mature experience in project management.
- Successful management of project tasks and coordination of employees in various labor categories and with various skills in projects of similar size and scope as the one identified in this PWS.
- Sufficient experience to be conversant in and have a working knowledge of each of the technical objectives of the PWS. The PM's experience must demonstrate that he or she can understand all aspects of the work, with the ability to direct the staff to perform successfully.
- Knowledge of management practices and program implementation.
- Any required and appropriate security or suitability clearances.
- Ability to work in an agile environment.

TECHNICAL LEAD

The Contractor's technical lead shall be the primary technical point of contact for the Government and shall be responsible for the delivery, operations, and maintenance of technical work performed on this contract. The Contractor's technical lead must be available to coordinate with Government representatives on a daily basis if required and available to manage urgent fixes. The Contractor shall provide the technical lead who is specified in their proposal for a minimum of the initial period of this contract, unless otherwise agreed between the parties. The

Contractor shall provide a competent backup for the technical lead in the event of a temporary absence and a competent replacement for the technical lead in the event of an extended absence (more than two weeks or other time as agreed between the parties). The technical lead and alternate(s) must be able to communicate clearly with the government team and its technical representatives.

The technical lead must have a background that substantiate that he or she has:

- Educational attainment that is appropriate for delivering and managing the type of technical work described in the PWS, both in size and scope.
- Mature experience in IT management.
- Sufficient experience to be conversant in and have a working knowledge of each of the technical objectives of the PWS. The technical lead's experience must demonstrate that he or she can understand all aspects of the work, with the ability to lead the team to deliver successfully.
- Any required and appropriate security or suitability clearances.
- Ability to work in an agile environment.

Key Personnel Substitution

he Contractor shall not remove or replace any personnel designated as key personnel without making a written request to and receiving written concurrence from the Contracting Officer. Then Contractor's request for a change to key personnel should be made no later than ten (10) calendar days in advance of any proposed substitution and shall include a justification

for the change. The request shall (1) indicate the labor category or labor categories affected by the proposed change, (2) include resume(s) of the proposed substitute in sufficient detail to allow the Government to assess their qualifications and experience, and (3) include a statement addressing the impact of the change on the Contractor performance. Requests for substitution will not be unreasonably withheld by the Government. The Government will approve initial contractor key personnel at time of award. Replacement key personnel will be approved via modification to the contract. If the Government CO and the COTR determine that the proposed substitution, or the removal of personnel without substitution or replacement, is unacceptable or would impair the successful performance of the work, the Contracting Officer will request corrective action. Should the Contractor fail to take necessary and timely corrective action, the Government may exercise its rights under the Disputes provisions of this contract or take other action as authorized under the provisions of this contract or pursue other legal remedies allowable by law.

Staff Maintenance

Due to the demanding nature of this program, it is essential that the Contractor maintain sufficient staffing levels to accomplish all required tasks. This is especially true because many labor skills are in short supply and the program must rely on a single employee to fill one or multiple roles. During any transition of personnel, the Contractor shall make every effort to maintain manning without loss of service days to the Government. This may necessitate the use of temporarily assigned employees to fill short term gaps between permanently assigned employees. The Contractor is required to use and/or replace all key personnel with those who meet the minimum qualifications as stipulated above, in this PWS Section 8 –Personnel Requirements, and should strive to replace departing personnel with those having appropriate and/or equal qualifications. Failure on the part of the Contractor to employ an adequate number of qualified personnel to perform this work will not excuse the Contractor from failure to perform required tasks within the cost, performance, and delivery parameters of this contract.

Contractor Employee Work Credentials.

Contractors shall ensure their employees and those of their Subcontractors have the proper credentials allowing them to work in the United States. Persons found to be undocumented or illegal aliens at any point during the performance of this contract will be remanded to the proper authorities.

9 Security Requirements

Compliance with Security Requirements

The contractor is required to comply with all security regulations and directives as identified herein and other security requirements as are shown elsewhere in this contract.

The Contractor shall be responsible for ensuring that employees supporting this contract comply

with all security requirements and instructions imposed by government security officials at all times while on government installations.

Employee Security Requirements

All individuals assigned to this contract must undergo a Tier 2S Clearance (formally known as Minimum Background Investigation (MBI)) and follow GSA's Homeland Security Presidential Directive/HSPD-12 Policy Guidelines. No access shall be given to Government computer information systems and Government sensitive information without a background investigation.

Common Access Card & ID Badges

When Government facilities are utilized in performance of this contract, the Government will escort contractor employees or provide photo identification, such as a Common Access Card (CAC) and Restricted Area Badge (as required), to allow for unescorted access. The Contractor shall comply with all requirements necessary to obtain a CAC and/or Restricted Area Badge.

Facility Security Requirements

Not Applicable.

Personal Identity Verification

The Contractor shall comply with the following Personal Identity Verification clause.

52.204-9, Personal Identity Verification of Contractor Personnel. (Jan 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

End of Clause

Unescorted Entry Authorization Certificate

See the paragraph entitled "Common Access Card & ID Badges", above.

Non-Disclosure Statement.

Each Contractor and Subcontractor employee (including temporary employees) assigned to work under this contract / contract shall complete the attached "Contractor Employee Non-

Disclosure Agreement". A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the GSA Technical Representative prior to performing any work under this contract.

The Contractor shall not release, publish, or disclose sensitive information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of sensitive information:

18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)
Public Law 96-511 (Paperwork Reduction Act)

10 Period of Performance

See Section B

11 Deliverables

See Section F

12 Quality Assurance and Quality Control

See Section G

13 Government Furnished Items

The Government will provide the following resources to the Contractor for task performance:

Data

The Government will provide data, and other information as available and as required to facilitate accomplishment of work, as stated within this PWS.

The contractor is responsible for obtaining data necessary to perform each task if that data is in the public domain and is not otherwise furnished by the government.

A list of sample data the government may provide includes, without limitation: Entity extracts, FPDS data for historical purposes, entity validation service data elements, entity information data elements, hierarchy request information.

The government will not provide data that is in violation of the terms of its agreement with Dun & Bradstreet. Additional information can be found on the SAM site under [data access](#).

SAM Data Rights

The federal government has full rights in perpetuity to the data entered in to SAM by entities during the entity registration process and any entity reporting process. Such data can be re-used by the government without limitations and can be made public at the government's discretion. SAM supports data sharing with other efforts for reasons such as due diligence or supply chain.

Equipment – Tools - Accessories

The Government will not provide IT equipment when Government facilities are utilized in performance of this contract. In the event of an unlikely case where GFE laptops are necessary, the government will provide review and evaluate such requests on a case by case basis.

When Government facilities are utilized in performance of this contract, the Government will not provide office supplies (paper, pens, pencils, etc).

Materials

Not applicable to this contract.

Facilities

From time to time, as dictated by task requirements, one or two Contractor employees may be required to work at the Government facilities located in Washington DC. The Government will provide office space for these employees, when required.

When Government facilities are utilized in performance of this contract, the Government will provide photo identification (See Paragraph 9 Security Requirements)

NOTE: All Government-provided products and facilities remain the property of the Government and shall be returned upon completion of the support services. Contractor personnel supporting this requirement shall return all items that were used during the performance of these requirements by the end of the performance period.

Safeguarding Government Furnished Property - Physical Security

The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the end of each work period, Government facilities, property, equipment and materials shall be secured. The Contractor shall be responsible for any damage caused by his personnel to the building, finishes, furnishings, equipment, etc., and shall repair, clean, replace, or restore damaged items to the condition existing immediately prior to the item being damaged.

Training

During the course of this contract /contract the Government may require Contractor employees to receive specialized training in areas necessary to allow the Contractor to fulfill the requirements of this contract / order (e.g., LAN Information Assurance Training, Government unique software or software tools, Security Training). In such cases Government mandated training shall be considered part of this contract and charged against the task(s) to which the individual Contractor employee is assigned.

NOTE: The Contractor shall be responsible for the supervision, training and guidance of its personnel to accomplish this contract / order. Unless Contractor employee training is specifically identified and authorized by the Government, in writing, the Contractor shall not bill the Government for employee time spent in training or for any costs related to or associated with Contractor employee acquired training. This applies to training of any type or for any purpose, including training that is either necessary for job or employment eligibility or a prerequisite to performance of work under this contract, whether general in nature or specialized and unique to this requirement.

Government-Furnished Services

Not Applicable

14 Government Delays in Reviewing Deliverables or Furnishing Items

See Section F

15 Notices

See Section G

16 Additional Provisions

See Section H

Attachments

See Section J

Section J Attachment 2 - Service Level Agreement

Section J Attachment 3 - IAE Entity Statistics

Section D

Packaging and Marking

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D.1 Disclosure of Any Restriction on Data Rights

Contractor must clearly identify all data elements or other information or materials, to include deliverables to be provided to the Government under this contract, which the contractor intends to provide with limited or restricted rights (as such terms are defined in the FAR 52.227-14 Rights in Data General – May 2014 and 52.2217-14 Rights in Data General ALTS II (Dec 2007) and Rights in Data General ALTS III (Dec 2007).

Section E

Inspection and Acceptance

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E.1 52.252-2 Clauses Incorporated by reference (Feb 1998)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of Federal Acquisition Regulation (FAR) clauses may be accessed electronically at this address: www.acquisition.gov.

FAR, GSAM Clause No.	Title and Date
52.246-4	Inspection of Services—Fixed-Price (Aug 1996)
52.246-6	Inspection—Time-and-Material and Labor-Hour (May 2001)

E.2 Inspection

Inspection will occur in accordance with the clause entitled Inspection of Services – Fixed Price (FAR 52.246-4) or Inspection of Services – Time and Material and Labor Hour (FAR 52.246-6), as applicable under this contract.

Inspection of all items delivered, pursuant to orders placed under this contract (including data items), shall be accomplished by a duly authorized representative of the Government agency placing the order. Inspections shall be conducted in conjunction with the GSA Contracting Officer and/or Contracting Officer's Representative (COR). Items will be inspected upon receipt at the place of delivery. Inspection shall ensure that items are delivered in conformance with the Performance Work Statement requirements and any standards referenced therein. Nonconforming deliverables will be rejected. Entity Validation Services will be monitored for contract compliance on an ongoing basis as designated in the QASP, Attachment 5. Nonconforming deliverables will be rejected.

E.3 Acceptance

Acceptance of all items under this contract (including reporting and data requirements) shall be accomplished by the Contracting Officer, in conjunction with the GSA COR and other duly authorized representative of the Government. Only the Contracting Officer is authorized to accept nonconforming items or services. Unless otherwise stipulated, approval of invoices for payment shall constitute acceptance of performance. Acceptance shall occur at the delivery location, unless otherwise indicated.

Acceptance of invoices shall constitute acceptance of performance.

E.4 Acceptance or Rejection Notice

The inspecting official shall make every effort to notify the GSA Contracting Officer, COTR, and

Contractor of the acceptance or rejection of the items within seven (7) calendar days of delivery. For serious delivery infractions the GSA Contracting Officer will follow up with a notification to the Contractor, seeking a remedy to the problem. If a deliverable is rejected, the Contractor shall take appropriate corrective action and re-submit the deliverable for inspection within 10 days of receiving the rejection notice or within a different period as mutually agreed to by the parties. The Contractor is authorized to bill for all delivered items that have been accepted.

Section F

Deliveries or Performance

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F.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more Federal Acquisition Regulation (FAR) clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of Federal Acquisition Regulation (FAR) clauses may be accessed electronically at this address: www.acquisition.gov.

Clause #.	FAR Clause #.	Title and Date
F.1.1	FAR 52.242-15	Stop Work Order (AUG 1989)
F.1.2	FAR 52.242-17	Government Delay of Work (APR 1984)

F.2 Deliveries

All items that the Contractor delivers to the Government are called “deliverables.”

Services shall be performed to meet a specific task objective. The task objectives and the period of performance shall be stated on individual Task Directives. Task Directives shall include a specific delivery date for reports and studies or a specific completion date for support services. As an alternative, the Task Directives may require the Contractor to establish timelines and milestones for completion of tasks. Government specified delivery or completion dates and Government approval of Contractor proposed timelines or milestones shall be binding on the Contractor. Support services and data items shall be delivered to the Government in compliance with the performance measures and quality requirements set forth in the QASP.

Unless otherwise specified, all deliverables shall be made FOB destination.

F.3 Delivery Dates and Places for Data Items

The Contractor is required to provide the following data items as stipulated in the following table.

Contractor shall provide information and analytics on entities processed to GSA for Federal use only.

Section Ref.	Event or Item Title	Delivery Time	Deliver To	Government Data Rights
Section	Project Start	Date of Award		
Section C-4 Primary Performance Objectives	API, Batch File, and Other Applicable Technical Specifications Draft	Submitted as part of the offeror's proposal	Electronically to the GSA ITSS/ASSIST System & email to the IAE COR, PM and CO	Provided with unlimited data rights IAW 52.227-14

Section C-4 Primary Performance Objectives	API, Batch File, and Other Applicable Technical Specifications Final	NLT 10 business days after award	Electronically to the GSA ITSS/ASSIST System & email to the IAE COR, PM and CO	Provided with unlimited data rights IAW 52.227-14
Section C-4 Primary Performance Objectives	Project Management Plan/Detailed Program Roadmap	NLT 30 calendar days after award	Electronically to the GSA ITSS/ASSIST System & email to the IAE COR, PM and CO	Provided with unlimited data rights IAW 52.227-14
Section C-4 Primary Performance Objectives	Project Management Plan/Detailed Program Roadmap - Updates (Quarterly)	NLT than 10 business days after start of new Quarter	Electronically to the GSA ITSS/ASSIST System & email to the IAE COR, PM and CO	Provided with unlimited data rights IAW 52.227-14
Section C-4 Primary Performance Objectives	Transition-In Plan Draft	Submitted as part of the offeror's proposal	Electronically to the GSA ITSS/ASSIST System & email to the IAE COR, PM and CO	Provided with unlimited data rights IAW 52.227-14
Section C-4 Primary Performance Objectives	Transition-In Plan Final	Updated NLT than 30 calendar days after Award	Electronically to the GSA ITSS/ASSIST System & email to the IAE COR, PM and CO	Provided with unlimited data rights IAW 52.227-14
Section C-4 Primary Performance Objectives	Transition-Out Plan Draft	NLT than 180 business days after Award.	Electronically to the GSA ITSS/ASSIST System & email to the IAE COR, PM and CO	Provided with unlimited data rights IAW 52.227-14
Section C-4 Primary Performance Objectives	Transition-Out Plan Final	Updated NLT than 180 business days prior to contract end date.	Electronically to the GSA ITSS/ASSIST System & email to the IAE COR, PM and CO	Provided with unlimited data rights IAW 52.227-14
Section C-5 Meeting	Kick-off Meeting	within 5 business days after award or	Electronically to the GSA	Provided with unlimited data rights

Objectives		as agreed by the parties	ITSS/ASSIST System & email to the IAE COR, PM and CO	IAW 52.227-14
Section C-5 Meeting Objectives	Kick-off Meeting Minutes	within 5 business days after the kick-off meeting	Electronically to the GSA ITSS/ASSIST System & email to the IAE COR, PM and CO	Provided with unlimited data rights IAW 52.227-14
Section C-5 Meeting Objectives	Monthly Status Report -	NLT 10 calendar days after the end of the monthly accounting period	Electronically to the GSA ITSS/ASSIST System & email to the IAE COR, PM and CO	Provided with unlimited data rights IAW 52.227-14
Section C-9 Security	Contractor Employee Non-disclosure Agreement	After award but prior to commencement of performance by each Contractor or Subcontractor	Electronically to the GSA ITSS/ASSIST System & email to the IAE COR, PM and CO	Provided with unlimited data rights IAW 52.227-14
Section C-11 Deliverables	Security Plan	Within 30 calendar days after award.	Electronically to the GSA ITSS/ASSIST System & email to the IAE COR, PM and CO	Provided with unlimited data rights IAW 52.227-14
Section C-11 Security Authorization	Security Authorization	Within six (6) months after contract award, the Contractor shall submit written proof of IT security authorization for acceptance by the Contracting Officer.	Electronically to the GSA ITSS/ASSIST System & email to the IAE COR, PM and CO	Provided with unlimited data rights IAW 52.227-14
Section C-11 Security Plan	Security Plan Annual Verification	Updated Annually, no later than 15 business days after commencement of each option period	Electronically to the GSA ITSS/ASSIST System & email to the IAE COR, PM and CO	Provided with unlimited data rights IAW 52.227-14
Section F.6 Deliverables	Staffing Plan Draft	Submitted as part of the offeror's	Electronically to the GSA	Provided with unlimited data rights

		proposal	ITSS/ASSIST System & email to the IAE COR, PM and CO	IAW 52.227-14
Section F.6 Deliverables	Staffing Plan Final	NLT 30 calendar days after award	Electronically to the GSA ITSS/ASSIST System & email to the IAE COR, PM and CO	Provided with unlimited data rights IAW 52.227-14
Section F.6 Deliverables	Technical Governance Management Plan	NLT than 90 calendar days after Award	Electronically to the GSA ITSS/ASSIST System & email to the IAE COR, PM and CO	Provided with unlimited data rights IAW 52.227-14
Section F.6 Deliverables	Technical Governance Management Plan - Update (as required)	NLT than 10 business days after start of new Quarter	Electronically to the GSA ITSS/ASSIST System & email to the IAE COR, PM and CO	Provided with unlimited data rights IAW 52.227-14
Section G.4 Quality Control Plan	Quality Control Plan Draft	Submitted as part of the offeror's proposal	In accordance with proposal delivery instructions provided	Provided with unlimited data rights IAW 52.227-14
Section G.4 Quality Control Plan	Quality Control Plan Final	Within 15 business days after award.	Electronically to the GSA ITSS/ASSIST System & email to the IAE COR, PM and CO	Provided with unlimited data rights IAW 52.227-14

F.4 Data Delivery Format

Documentation provided in response to the objectives will be in the Government's template format. If no format is prescribed, documents may be in the Contractor's preferred format using standard Microsoft Office products.

The content of all data items, if not self-explanatory from the template format, shall be agreed upon between the parties.

F.5 Government Delays in Reviewing Deliverables or Furnishing Items

If contractor performance or submission of deliverables is contingent upon receipt of government furnished items (data, equipment, materials, facilities, and support) or input, or upon government review and approval of interim items or draft documents (collectively referred to as Government Performance), the government shall specify when it will provide such items or input, or the time it will need to perform reviews or give approvals. If the government fails to meet item, input, review, or approval deadlines, contractor performance or submission of deliverables shall automatically be extended one calendar day for each day of government delay. The contractor shall promptly advise the Contracting Officer of any delays in receipt of government furnished items, input, reviews, or approvals. If dates for Government performance are not specified in this contract or associated task directives, this clause will not apply, and contractor delays must be handled or negotiated under other provisions of this contract or contract.

F.6 Deliverable Requirements / Descriptions.

Documentation provided in response to the objectives will be in the contractor's preferred format using standard Microsoft Office products (i.e., Word, Excel, PowerPoint, Access etc.).

Descriptions will accompany the data requirements in each task order. The following examples are provided.

Contractor Employee Non-Disclosure Agreement.

The Contractor shall furnish a signed "Contractor Employee Non-Disclosure Agreement" for each Contractor and Subcontractor employee assigned to work under this contract /contract, prior to their starting work.

Quality Control Plan.

The Contractor shall deliver a QCP as defined in Section G.4.

Staff Matrix.

The Contractor shall furnish a complete and current list of Contractor and Subcontractor employees who are assigned to work under this contract including key personnel and customer support center operations staff. The matrix shall include the staffing chart showing the name of each employee, his or her position in the staffing plan, job title, and the Government's task/office/function they are supporting. The lines of authority and responsibility of each staff member shall also be made clear to the Government. The matrix shall be updated with each change in personnel, job title, position in the staffing plan, or assignment of area of responsibility.

Monthly Status Report (MSR)

The contractor shall provide a MSR that briefly summarizes, by task, the management and technical work conducted during the month. The contractor shall provide at a minimum the

following information:

- Summary of effort, progress and status of all activities/requirements by task linked to deliverables as appropriate
- New work added since the previous Monthly Status Meeting
- Brief summary of activity planned for the next reporting period
- Deliverables submitted for the period by task and linked to the milestone schedule
- All standards followed in support of the requirements
- Milestone updates and schedule changes, issues and/or variances.
- Problems or issues
- Government action requested or required
- Adherence to Service Level Agreement elements. Contractor shall include measures from its management system(s) as applicable so all elements are objectively reported.

Technical Governance Plan

The contractor shall provide a technical governance plan that details how they govern the technical services provided to the government under this contract. This should include relevant information related to, but not limited to:

- Service telemetry
- Version control and versioning updates
- Defect and issue management
- Deployments and testing of services
- Configuration management
- Change control
- Performance management

GSA Information Technology (IT) Security Requirements

The contractor shall deliver an IT Security Plan that describes the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this order. The IT Security Plan shall comply with applicable Federal laws including, but not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002, and the E-Government Act of 2002. The IT Security Plan shall meet IT security requirements in accordance with Federal and GSA policies and procedures, including General Services Administration Acquisition Regulation (GSAR) clause 552.239-71. The contractor shall submit written proof of IT security authorization six months after award, and verify that the IT Security Plan remains valid annually.

Trip Reports, if required

For all long distance travel, the contractor shall submit Trip Reports five working days after completion of a trip. (See Section C, Part 7).

The Trip Report shall include the following information:

- Personnel traveled
- Dates of travel
- Destination(s)
- Purpose of Trip; Task objective supported
- Actual Trip Costs
- Approval Authority (Copy of the e-mail authorizing travel by Government official)
- Summary of trip events and accomplishments

The contractor shall reconcile the Trip Reports with each invoice such that they can be matched month by month.

Other Reports

The content and format of other reports shall be provided by the Government or determined between the parties after award.

Kick Off Meeting Minutes

The contractor shall provide minutes of the kick-off meeting that will include, as a minimum, the following items.

- Date and location of meeting
- Attendees
- Key issues discussed
- Government and Contractor action items
- Any other relevant information that will clarify the requirement and execution of the work under this order.

Section G

Contract Administration Data

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G.1 Contacts

G.1.1 General Information

This section describes the roles and responsibilities of individuals who will be the points of contact for the Government and the Contractor on matters concerning contract administration. The parties shall address all communications and correspondence pertaining to this contract to the designated representatives designated herein.

G.1.2 Contracting Officer's Representative

The work to be performed under this contract is subject to monitoring by an assigned Contracting Officer's Representative (COR). The COR appointment letter, outlining the COR responsibilities under this contract, will be provided to the contractor under separate cover upon request. Questions concerning COR appointments should be addressed to the Contracting Officer.

G.1.3 Government Technical Representative – Contract Management

In addition to the COR, the Government may assign one or more project officers to manage and monitor the work under this contract. One of these individuals may be assigned as the Government Technical Representative. The Government Technical Representative will participate in project meetings and review contract deliverables and will provide technical assistance and clarification required for the performance of this contract. Refer to the attached QASP for specific information on project monitoring.

G.1.4 Government Contacts

GSA Federal Acquisition Service
Alternate – IAE
Mrs. Malissa Jones, GSA Project Manager
1800 F Street NW
Washington, DC 20405
Email: malissa.jones@gsa.gov

GSA Federal Acquisition Service
Primary
Mrs. Julie Green, GSA Contracting Officer
230 South Dearborn Street, 33rd Floor
email: julie.green@gsa.gov

GSA Federal Acquisition Service
Alternate
Mr. Eben Greybourne, GSA Contracting Officer
230 South Dearborn Street, 33 Floor
Phone: 312 / 886-3811
Fax: 312 / 886-3827

Email: eben.greybourne@gsa.gov

G.1.5 Contractor's Points of Contact

The Contractor's point of contact for this contract is --

[to be determined at time of contract award]

The Contractor agrees that this company representative, or a designated alternate, will be available to communicate with government representative regarding the administration of this contract during normal business hours (e.g., 8AM to 5PM Monday – Friday, excluding holidays).

G.2 Contracting Officer Authorization

No notice, communication, or representation in any form or from any person other than the Contracting Officer, shall affect the price or amount allotted by the Government to this contract. In the absence of the specified notice issued by the Contracting Officer, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

G.3 Post Award Evaluation of Contractor Performance

Interim and final evaluations of contractor performance will be prepared on this effort in accordance with FAR Subpart 42.1550. A final performance evaluation will be prepared by the COR at the time of completion of work. In addition to the final evaluation, interim evaluations may be prepared by the COR annually to coincide with the anniversary date of this effort.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty calendar days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision will be final.

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

G.4 Quality Assurance and Quality Control

G.4.1 Contractor Quality Control Plan (QCP)

The Contractor shall be responsible for quality assurance and quality control of all services performed and all items delivered under this contract.

The Contractor shall prepare and maintain a Quality Control Plan (QCP) as a guide for implementing quality assurance and quality control procedures. The Contractor shall submit the QCP to the Government for information and acceptance. The Government has the right to require revision of the Contractor's QCP should its implementation fail to control the quality of

items and/or services delivered under this contract.

The QCP shall include an explanation of the processes and procedures for ensuring satisfactory performance and delivery of quality items and/or services. Additionally, as a minimum, the QCP shall include the following items.

- A description of the inspection system to cover all major services and deliverables. The description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title of inspectors.
- A description of the methods to be used for identifying and preventing defects and deficiencies in the quality of service performed.
- A description of the records to be kept to document inspections and corrective or preventative actions taken.

All records of inspections performed shall be retained and made available to the Government upon request throughout the contract performance period, and for the period after contract completion.

The Contractor shall implement a quality program based on its QCP. In compliance with the QCP, the Contractor shall manage, surveil, assess, improve and/or correct contract performance to ensure the quality of the services and deliverable products, as a minimum, meet the level of quality required by the Government Functional Managers or Technical Representatives.

In the event of quality concerns, identified by the Government, the Contractor shall immediately take corrective action in response to Government required changes to the QCP.

The QCP shall be delivered to the Government as stipulated in the Delivery Schedule, see Section F.

G.4.2 Government Quality Assurance Surveillance Plan (QASP)

The Government will evaluate Contractor performance under this contract in accordance with the attached Quality Assurance Surveillance Plan (QASP), Section J, Attachment 4. The purpose of this evaluation is to ensure that Contractor performance meets Government requirements. The QASP also indicates the potential decrease in compensation for unsatisfactory performance due to a reduction in value received. The Government reserves the unilateral right to change the QASP at any time during contract performance provided the changes are communicated to the Contractor by the effective date of the change. The QASP along with its attached "Surveillance Objectives, Measures, and Expectations" and "Performance Evaluation" chart identifies evaluation procedures, PWS items to be evaluated, and the measures against which performance will be evaluated. The QASP is provided as an attachment to this PWS.

G.5 Invoicing and Payment

The following provision applies and is incorporated into this contract by reference - FAR 52.232-

7, Payments under Time-and-Materials and Labor-Hour Contracts

The Contractor may invoice for items upon their delivery or services when rendered. Billing and payment shall be accomplished in accordance with contract terms and GSA payment procedures. The invoice shall reflect the complete project or item charges. The Contractor shall submit invoices and supporting documents through ITSS for Government review and certification that delivered items or services have been received and are acceptable. The GSA payments office considers items and/or services approved for payment upon electronic acceptance through the ITSS system by the Government office designated for receipt of the items and/or services. The Contractor must also submit invoices directly to the GSA payment office electronically. Complete instructions will be provided with the award document. Should the Contractor desire an advanced copy of the complete GSA payment instructions it may be obtained by contacting the Contracting Officer. Electronic acceptance by the Government Technical Representative is considered concurrence and acceptance of products.

G.6 Invoicing and Payment Procedures

THE FOLLOWING PROCEDURES MUST BE FOLLOWED TO ENSURE TIMELY PAYMENT:

1. Invoice Preparation Guidelines for GSA Processing

Invoices must clearly show the period of performance of each line item for which costs are being claimed. Simply dating the invoice is insufficient. If all requested amounts are for costs incurred during the same period of performance, the invoice should clearly state this fact.

All costs claimed must be associated with a specific Contract Line Item Number. Providing a single total amount due without showing a CLIN designation will result in Government rejection of the invoice.

The Contractor may invoice for items or services upon their delivery. Billing and payment shall be accomplished in accordance with the contract terms and GSA payment procedures.

Initially, the Contractor shall submit a copy of each invoice to the following individuals for review and approval. This review will ensure that the invoice is compliant with the terms of the contract and that the goods or services listed on the invoice have been received and accepted.

2. Contracting Officer, via email with reference to GSA ITSS # ID05170001.

2. TBD, Program Analyst
GSA – Federal Acquisition Services
EMAIL

3. TBD, Contracting Officer Representative
GSA – Federal Acquisition Services
[EMAIL](#)

Following review of each invoice, the Contracting Officer or Contracting Officer's Representative will notify the Contractor that the invoice is (1) approved for payment or (2) requires correction.

Once approved, either initially or following corrections, the Contractor shall submit the invoice to the GSA Finance Office through the GSA Office of the Chief Financial Officer, Vendor and Customer Self Service (VCSS) web portal, (<https://vcss.ocfo.gsa.gov>). Upon receipt of the invoice in the VCSS web portal GSA will make payment.

The funding reference to use when submitting invoices in VCSS is **QP# TBD**.

Issues submitting an invoice in VCSS, should be directed to the following, as applicable.

VCSS General System, Login ID, password issues:
GSA Financial Systems Service Desk:
Ph: 866-450-6588
Email: OCFOServiceDesk@gsa.gov

Invoice & Payment related questions:
BCEB Help Desk:
Ph: 800-676-3690, Opt 3
Fax: (816)926-7800
Email: kc-accts-payable.finance@gsa.gov

VCSS Inquiries with invoicing issues:
Email: kc-acctspayable.vcss@gsa.gov 10. PAYMENT INFORMATION

G.7 Funding

It is anticipated that the contract will be incrementally funded. Accordingly, the following provision applies.

Incremental Funding

(GSA 5QZA AOD Memo, Subject: Incremental Funding-3 2009 01 (revised 07-23-09))

This project may be incrementally funded. If incrementally funded, funds will be added to this contract via a unilateral modification as they become available. Contractor shall not perform work resulting in charges to the government that exceed obligated funds.

The Contractor shall notify the Contracting Officer in writing, whenever it has reason to believe that in the next 60 days, when added to all costs previously incurred, will exceed 75% of the total amount so far allotted to the contract by the Government. The notice shall state the estimated amount of additional funds required to complete performance of the contract for the specified period of performance or completion of that contract.

Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

The government is not obligated to reimburse the Contractor for charges in excess of the obligated funds and the Contractor is not obligated to continue performance or otherwise incur costs that would result in charges to the government in excess of the amount obligated under this contract.

End of clause

Section H

Special Contract Requirements

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H.1 Type and Term of Contract

This contract will be awarded using a combination Firm Fixed Price and Time & Material contract type.

The prices for the items shown in Section B include all costs associated with the performance, delivery, and warranty of all deliverables. The term includes a one (1) year base period and four (4) one-year option periods.

H.2 Travel

Travel is currently not contemplated as a part of this contract. To the extent that travel is deemed necessary, the cost of transportation, lodging, subsistence and incidental expenses (per diem) incurred by contractor personnel, when requested to travel in the performance of an order, shall comply with the limitations as set forth in FAR 31.205-46. Travel costs must be consistent with and limited to the approved Government travel regulations (Federal Travel Regulations (FTR) for civilian agency work.

H.4 Protection of Proposal and Contract Information

In accordance with Federal Acquisition Regulation (FAR) Part 3.104-4 and Part 15.207, the Government will take the necessary and usual steps to maintain the confidentiality of information submitted prior to and after award of the contract.

H.5 Contractor Performance Information

In conformance with the Government's need to record and maintain information on contractor performance during the life of this contract, the Government will evaluate the manner in which the contractor performed in accordance with contract requirements such as: quality of service; cost efficiencies; timeliness; business relations; history of reasonable and cooperative behavior; and commitment to customer satisfaction. Information obtained as a result of the evaluation(s) may be shared with Government agencies for their use in support of future award decisions (Reference FAR 42.1500).

H.6 Alternate Dispute Resolution

Alternate Dispute Resolution (ADR) procedures increase the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. These procedures may be used at any time that the Contracting Officer has authority to resolve the issue in controversy. If the Contractor submits a claim, ADR procedures may be applied to all or part of the claim. The Contractor must certify its claim in accordance with FAR 33.207. When ADR procedures are used after the issuance of a Contracting Officer's final decision, the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision are not altered.

H.7 Data Rights

The Government shall have unlimited rights to all data and computer software first produced under this contract per the provisions in FAR 52.227-14 Rights in Data -General. This includes, without limitation, all documented processes, procedures, tools and applications, and all text, electronic digital files, data, new capabilities or modifications of existing applications, source code, documentation, and other products generated, modified, developed or created under this contract.

If any pre-existing (commercially developed and privately funded) data is proposed to be delivered under this contract, and if any commercial supplier agreements (CSA) are proposed to govern the Government's use of such data, the contractor will (1) obtain the CO's prior approval of each such CSA, and (2) assist the Government, upon request, in ensuring that each CSA permits the Government's use of such data to the full extent necessary to effectuate the purpose of this contract or contract.

H.8 Limited Use of Data

All data delivered or made available to the Contractor as Government Furnished Data shall remain the property of the Government and shall only be used by the Contractor in the performance of this contract. The Government retains all rights to Government Furnished Data.

At the conclusion of this contract all Government Furnished Data shall be dealt with according to the disposition instruction provided by the Contracting Office. If the Contracting Officer fails to provide disposition instruction for Government Furnished Data within thirty days of contract end, the Contractor shall return all hard copy data and delete or otherwise destroy all electronic data.

H.9 Proprietary Data

The Contractor shall not employ the use of any proprietary data or software in the performance of this contract without the advanced written consent of the Contracting Officer.

The Government shall have unlimited right to all data generated and delivered under this contract or order. This data shall not be used, published, or distributed by the Contractor without specific permission from the Government.

The Government shall have the right to use all commercially developed and privately funded data delivered under this contract or order in accordance with, and subject to, the published agreements and restrictions that accompany that data, to the extent not inconsistent with the

GSAR clauses at 552.232-39 and 552.232-78.

H.10 Ceiling Price Notification

Per clause 52.323-7, Payments under Time-and-Materials and Labor-Hour Contracts, the contractor is reminded – “If at any time the Contractor has reason to believe that the hourly rate payments and travel costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation.”

H.11 Productive Direct Labor Hours

The Contractor shall only charge for labor hours when work is actually being performed in connection with this contract and not for employees in a “ready” status only. For this task order 1 FTE (full time equivalent) = 1,960 labor hours.

H.12 Payment for Unauthorized Work

The Contractor will not be paid for the performance of work that is not authorized under this contract. No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor on their own volition or at the request of an individual other than a duly appointed CO, COR, or Government Technical Representative. Only a duly appointed CO is authorized to change the specifications, terms, or conditions under this effort.

H.13 Payment for Correction of Defects

The Contractor will not be paid for re-performance of defective or deficient fixed priced work or profit associated with re-performance of any defective or deficient time and material or labor hour work.

H.14 GSA Security Policies

The following regulations, policies and directives will be incorporated into this contract by reference.

FAR 52.204-2, Security Requirements

FAR 52.239-1, Privacy or Security Safeguards

FAR 52.204-21, Basic Safeguarding of Covered Contractor Information Systems

GSAR 552.204-9, Personal Identity Verification Requirements

GSAR 552.239-70, Information Technology Security Plan and Security Authorization

Safeguarding Sensitive Data and Information Technology Resources

(a) In accordance with FAR 39.105, this section is included in the contract.

(b) This section applies to all who access or use GSA information technology (IT) resources or sensitive data, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

(c) The GSA policies as identified in paragraphs (d), (e) and (f) of this section are applicable to

the contract. These policies can be found at <http://www.gsa.gov/directives> or <https://insite.gsa.gov/directives>.

(d) All of the GSA policies listed in this paragraph must be followed.

- (1) CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
- (2) CIO P 2100.1 GSA Information Technology (IT) Security Policy
- (3) CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
- (4) CIO 9297.1 GSA Data Release Policy
- (5) CIO 9297.28 GSA Information Breach Notification Policy

(e) All of the GSA policies listed in this paragraph must be followed, when inside a GSA building or inside a GSA firewall.

- (1) CIO P 2100.28 GSA Wireless Local Area Network (LAN) Security
- (2) CIO 2100.38 Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
- (3) CIO 2104.1A GSA Information Technology IT General Rules of Behavior
- (4) CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
- (5) ADM P 9732.1 D Suitability and Personnel Security

(f) The GSA policies listed in this paragraph must be followed, if applicable.

[Contracting Officer check all policies that apply.]

- X (1) CIO 2102.1 Information Technology (IT) Integration Policy
- X (2) CIO 2105.1 C GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
- X (3) CIO 2106.1 GSA Social Media Policy
- (4) CIO 2107.1 Implementation of the Online Resource Reservation Software
- X (5) CIO 2108.1 Software License Management
- X (6) CIO 2160.29 GSA Electronic Messaging and Related Services
- X (7) CIO 2160.4A Provisioning of Information Technology (IT) Devices
- (8) CIO 2162.1 Digital Signatures
- X (9) CIO P 2165.2 GSA Telecommunications Policy

(g) The contractor and subcontractors must insert the substance of this section in all subcontracts.

Section I

Contract Clauses

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I.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

FEDERAL ACQUISITION REGULATION:

<https://www.acquisition.gov/browsefar>

GENERAL SERVICE ADMINISTRATION ACQUISITION MANUAL:

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

FAR, GSAM, DFARS Clause No.	Title and Date
52.202-1	Definitions (Nov 2013)
52.203-3	Gratuities (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government, Alternate I (Sep 2006)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015)
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights. (Apr 2014)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-2	Security Requirements (Aug 1996)
52.204-4	Printing/Copying Double-Sided on Postconsumer Fiber Content Paper (May 2011)
52.204-7	System for Award Management (Oct 2016)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)
52.204-12	Unique Entity Identifier Maintenance (OCT 2016)
52.204-13	System for Award Management Maintenance (Oct 2016)
52.204-14	Service Contract Reporting Requirement (Oct 2016)
52.204-16	Commercial and Government Entity Code Reporting (Jul 2016)
52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)

FAR, GSAM, DFARS Clause No.	Title and Date
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.212-4	Contract Terms and Conditions – Commercial Items (Jan 2017)
52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
52.217-5	Evaluation of Options (Jul 1990)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)
52.219-8	Utilization of Small Business Concerns (Nov 2016)
52.219-9	Small Business Subcontracting Plan (Jan 2017) Alternate II (Nov 2016)
52.219-16	Liquidated Damages - Subcontracting Plan (JAN 1999)
52.219-28	Post Award Small Business Program Rerepresentation (Jul 2013)
52.222-3	Convict Labor (June 2003)
52.222-21	Prohibition of Segregated Facilities (Apr 2015)
52.222-26	Equal Opportunity (Sep 2016)
52.222-35	Equal Opportunity for Veterans (Oct 2015)
52.222-36	Equal Opportunity for Workers with Disabilities (Jul 2014)
52.222-37	Employment Reports on Veterans (Feb 2016)
52.222-50	Combating Trafficking in Persons (Mar 2015)
52.222-54	Employment Eligibility Verification (OCT 2015)
52.222-55	Minimum Wages Under Executive Order 13658 (Dec 2015)
52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2017)
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations (May 2014)
52.223-6	Drug-Free Workplace (May 2001)

FAR, GSAM, DFARS Clause No.	Title and Date
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Jan 2017)
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.227-3	Patent Indemnity (APR 1984)
52.227-14	Rights in Data - General (May 2014)
52.227-14 ALT II	Rights in Data - General ALT II (Dec 2007)
52.227-14 ALT III	Rights in Data - General ALT III (Dec 2007)
52.229-3	Federal, State, and Local Taxes (Feb 2013)
52.232-1	Payments (Fixed Price) (Apr 1984)
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (Aug 2012)
52.232-9	Limitation of Withholding of Payments (APR 1984)
52.232-18	Availability of Funds (APR 1984)
52.232-19	Availability of Funds for Next Fiscal Year (APR 1984)
52.232-23	Assignment of Claims (May 2014)
52.232-25	Prompt Payment (Jan 2017)
52.232-33	Payment by Electronic Funds Transfer—System for Award Management (Jul 2013)
52.233-1	Disputes (May 2014)
52.233-3	Protest after Award (Aug 1996)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.237-3	Continuity of Services (Jan 1991)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.242-5	Payments to Small Business Subcontractors (JAN 2017)
52.242-13	Bankruptcy (July 1995)
52.243-1	Changes - Fixed Price (Aug 1987), Alternate III (Apr 1984) 43.205(a)(1)
52.243-3	Changes—Time-and-Materials or Labor-Hours. (Sep 2000)
52.244-2	Subcontracts (Oct 2010)

FAR, GSAM, DFARS Clause No.	Title and Date
52.244-5	Competition in Subcontracting (DEC 1996)
52.246-20	Warranty of Services (May 2001)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012)
52.249-4	Termination for Convenience of the Government (Services) (Short Form) (Aug 1984)
52.249-8	Default (Fixed-Price Supply and Service) (Aug 1984)
52.249-14	Excusable Delays (Apr 1984)
52.252-2	Clauses Incorporated by Reference (Feb 1998)
52.253-1	Computer Generated Forms (JAN 1991)
	GSAM Clauses
552.203-71	Restriction on Advertising (SEP 1999)
552.204-9	Personal Identity Verification Requirements (Oct 2012)
552.215-70	Examination of Records by GSA (Jul 2016)
552.219-75	GSA Mentor-Protégé Program. (Sep 2009)
552.232-1	Payments (Nov 2009)
552.232-25	Prompt Payment.(Nov 2009)
552.239-70	Information Technology Security Plan and Security Authorization (Jun 2011)
552.239-71	Security Requirements for Unclassified Information Technology Resources (Jan 2012)
552.252-6	Authorized Deviations in Clauses (SEP 1999)

I.2 Compliances with Laws and Regulations

The Contractor shall comply with all Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract including the following:

- 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts;
- 18 U.S.C. 431 relating to officials not to benefit;
- 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections;
- 41 U.S.C. 423 relating to procurement integrity.

I.3 Clauses Incorporated by Full Text

1.3.1. 52.203-14 Display of Hotline Poster(s). (OCT 2015)

As prescribed in [3.1004](#) (b), insert the following clause:

DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
GSA Inspector General Hotline	https://www.gsaig.gov/

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) **Subcontracts.** The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of Clause)

1.3.2 Authorized Deviations in Clauses (FAR 52.252-6)(APR 1984).

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

(b) The use in this solicitation or contract of any GSAM (48 CFR Chapter 5) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

1.3.3 552.232-39 Unenforceability of Unauthorized Obligations (FAR DEVIATION)

As prescribed in [513.302-5](#) and [532.706-3](#) insert the following clause:

Unenforceability of Unauthorized Obligations (FAR DEVIATION) (Feb 2018)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in [502.101](#)) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation ([31 U.S.C. 1341](#)), the following shall govern:

(1) Any such language, provision, or clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such language, provision, or clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier 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 language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

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

(End of clause)

1.3.4 552.232-78 Commercial Supplier Agreements – Unenforceable Clauses

As prescribed in [513.302-5](#) and [532.706-3](#) insert the following clause:

Commercial Supplier Agreements–Unenforceable Clauses (Feb 2018)

When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in [502.101](#)), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(a) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(1) *Applicability.* This agreement is part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR Parts 13, 14 or 15).

(2) *End user.* This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(3) *Law and disputes.* This agreement is governed by Federal law.

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

(ii) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(iii) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(4) *Continued performance.* The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in FAR 52.233-1, Disputes.

(5) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(6) *Updating terms.*

(i) After award, the contractor may unilaterally revise terms if they are not material. A material change is defined as:

- (A) Terms that significantly change Government rights or obligations; and
- (B) Terms that increase Government prices;
- (C) Terms that decrease overall level of service; or
- (D) Terms that limit any other Government right addressed elsewhere in this contract.

(ii) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(iii) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

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

(8) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with [28 U.S.C. 516](#).

(9) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(i) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(ii) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at FAR 52.233-1; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(iii) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(10) *Taxes or surcharges.* Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(11) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at FAR 52.232-23, Assignment of Claims.

(12) *Confidential information.* If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

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

(End of clause)

1.3.5 52.217-8 Option to Extend Services.

As prescribed in FAR [17.208](#)(f), the following clause applies to this task order.

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 four years and six months. The Contracting Officer may exercise the option by written notice to the Contractor within one day of task order expiration.

(End of clause)

1.3.6. 52.217-9 Option to Extend Term of the Contract (Mar 2000)

As prescribed in FAR [17.208](#)(g), the following clause applies to this task order.

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day prior to the end of the current performance period; provided that the Government gives the Contractor a preliminary

written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract 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 four years and six months.

I.4 Organizational Conflict of Interest Clause

ORGANIZATIONAL CONFLICTS OF INTEREST

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information to the Contracting Officer.

(b) The Contractor further warrants that it has no current contracts with the **GSA Integrated Award Environment Program Office**. If the Contractor has other contracts with **GSA Integrated Award Environment Program Office**, it will notify the Contracting Officer and provide a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize any actual or potential conflict of interest.

(c) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(d) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(e) Remedies - The GSA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for cause, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the

earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the GSA Contracting Officer's Representative (COR) and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each GSA Contracting Officer's Representative (COR) and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

LIMITATION OF FUTURE CONTRACTING

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into any contract with or for the **GSA Integrated Award Environment Program Office** without first providing a description of actions which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize any actual or potential conflict of interest with regard to performance of this contract to the Contracting Officer and receiving approval to proceed.

(c) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(d) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (h), unless otherwise authorized by the Contracting Officer.

(f) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(g) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

ANNUAL CONFLICT OF INTEREST CERTIFICATION

(a) The Contractor shall submit an annual conflict of interest certification to the Contracting Officer. In this certification, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to GSA. In addition, in this annual certification, the Contractor shall certify that it has informed its personnel who perform work under this contract of their obligation to report personal and organizational conflicts of interest to the Contractor. Such certification must be signed by a senior executive of the company and submitted in accordance with instructions provided by the Contracting Officer.

(b) The initial certification shall be submitted with the Contractor's proposal and shall cover the one-year period from the date of contract award. All subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the contract. The certifications must be received by the Contracting Officer prior to the commencement of each annual or option contract period.

(End of clause)

Section J

List of Attachments

Attachment 1 - Section B – Schedule of Items/Services and Prices – “Price Evaluation Worksheet”
Attachment 2 - Service Level Agreement
Attachment 3 - IAE Entity Statistics
Attachment 4 - Quality Assurance Surveillance Plan (QASP)
Attachment 5 - Past Performance Questionnaire
Attachment 6 - Model Subcontracting Plan Template

Section J - Attachment 1 - Entity Validation Services (Section B - Schedule of Items / Services and Prices)

Contractor Name:

Base Period

CLIN Number	Section C, PWS, Section	Type	Unit of Measure	Ceiling	Rate	Dollars
CLIN 1001 - Reserved						
*CLIN 1002 - Identification of Entity Organizational Relationships (hierarchy) and Hierarchy Maintenance	Section 4, Objective 3	FFP	Month	3		\$0
CLIN 1003 - Reserved						
CLIN 1004 - Project Manager	Section 8, Key Personnel	FFP	Hour	1,960		\$0
CLIN 1005 - Technical Lead	Section 8, Key Personnel	FFP	Hour	1,960		\$0
CLIN 1006 - Transition-in	Section 4, Objective 5	FFP	Month	12		\$0
Total						\$0

Option 1 Period

CLIN Number	Section C, PWS, Section	Type	Unit of Measure	Ceiling	Rate	Dollars
CLIN 2001 - Determining Uniqueness, Initial Validation of Entities and Ongoing Monitoring Entities	Section 4, Objectives 1 and 2	FFP	Month	12		\$0
CLIN 2002 - Identification of Entity Organizational Relationships (hierarchy) and Hierarchy Maintenance	Section 4, Objective 3	FFP	Month	12		\$0
CLIN 2003 - Customer Support (helpdesk)	Section 4, Objective 4	T&M	Per Contact	67,000		\$0
CLIN 2004 - Project Manager	Section 8, Key Personnel	FFP	Hours	1,960		\$0
CLIN 2005 - Technical Lead	Section 8, Key Personnel	FFP	Hours	1,960		\$0
Total						\$0

Option 2 Period

CLIN Number	Section C, PWS, Section	Type	Unit of Measure	Ceiling	Rate	Dollars
CLIN 3001 - Determining Uniqueness, Initial Validation of Entities and Ongoing Monitoring Entities	Section 4, Objectives 1 & 2	FFP	Month	12		\$0
CLIN 3002 - Identification of Entity Organizational Relationships (hierarchy) and Hierarchy Maintenance	Section 4, Objective 3	FFP	Month	12		\$0
CLIN 3003 - Customer Support (helpdesk)	Section 4, Objective 4	T&M	Per Contact	67,000		\$0
CLIN 3004 - Project Manager	Section 8, Key Personnel	FFP	Hours	1,960		\$0
CLIN 3005- Technical Lead	Section 8, Key Personnel	FFP	Hours	980		\$0
Total						\$0

Option 3 Period

CLIN Number	Section C, PWS, Section	Type	Unit of Measure	Ceiling	Rate	Dollars
CLIN 4001 - Determining Uniqueness, Initial Validation of Entities and Ongoing Monitoring Entities	Section 4, Objectives 1 & 2	FFP	Month	12		\$0
CLIN 4002 - Identification of Entity Organizational Relationships (hierarchy) and Hierarchy Maintenance	Section 4, Objective 3	FFP	Month	12		\$0
CLIN 4003 - Customer Support (helpdesk)	Section 4, Objective 4	T&M	Per Contact	67,000		\$0
CLIN 4004 - Project Manager	Section 8, Key Personnel	FFP	Hours	1,960		\$0
CLIN 4005 - Technical Lead	Section 8, Key Personnel	FFP	Hours	980		\$0
Total						\$0

Option 4 Period

CLIN Number	Section C, PWS, Section	Type	Unit of Measure	Ceiling	Rate	Dollars
CLIN 5001 - Determining Uniqueness, Initial Validation of Entities and Ongoing Monitoring Entities	Section 4, Objectives 1 & 2	FFP	Month	12		\$0
CLIN 5002 - Identification of Entity Organizational Relationships (hierarchy) and Hierarchy Maintenance	Section 4, Objective 3	FFP	Month	12		\$0
CLIN 5003 - Customer Support (helpdesk)	Section 4, Objective 4	T&M	Per Contact	67,000		\$0
CLIN 5004 - Project Manager	Section 8, Key Personnel	FFP	Hours	1,960		\$0
CLIN 5005 - Technical Lead	Section 8, Key Personnel	FFP	Hours	980		\$0
CLIN 5006 - Transition Out	Section 4, Objective 5	FFP	Month	6		\$0
Total						\$0

Total Base and all Option Periods **\$0**

Please see Section B - Schedule of Items/Prices for additional details.

* Planned start anticipated at the beginning of month 10 (start of the final quarter) of the Base period.

12 months = 1 Full Time Equivalent (FTE) = 1,960 labor hours.

Section J - Attachment 2 - Service Level Agreement -

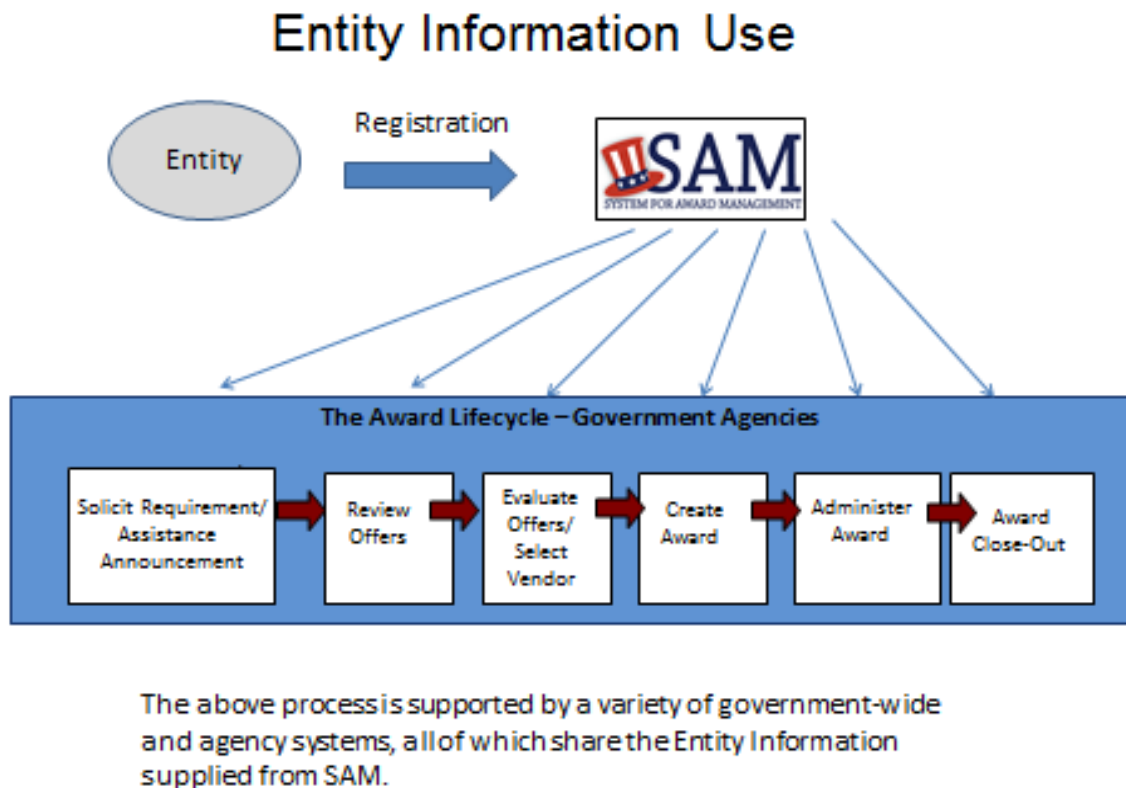
Offeror shall complete "Contractor Standard Performance Level" column within this attachment.

PWS Reference	Metric #	Metric Name	Additional Information	Government Target Minimum	Contractor Standard Performance Level	Assumption(s)	Additional Tracking Required
All	1	Federal, GSA, and IT Security Standard Compliance	Compliance with Federal, GSA, and IT Security Standards	100%			
Objective 3	2	Entity Hierarchy Information	Hierarchy information is structured and defined	99%			
Objective 1	3	Validation of Uniqueness Turn Around Time	The contractor will make a determination of uniqueness and assign, or facilitate the assignment of, a unique entity identifier in real-time, except by unusual exception.	Real time as defined in the PWS, no longer than 24 hours except by unusual exception			
Objective 1 & 2	4	Entity Data Accuracy	The accuracy of the data in the EVS provider's system versus what is the actual state for an entity registering in SAM.	90%			
Objective 1, & 2	5	Entity information returned	All data discrepancies and omissions are returned with error codes or explanation	99%			
Objective 1, 2, 3	6	Entity Data Update Responsiveness	The amount of time it takes to update an entity's data where there is a mismatch of data in the EVS providers system.	Average resolution under 24 hours.			
Objective 1, 2, 3	7	Continuous Monitoring of entity information	Meet offerors proposal business process for updating information	99%			
Objective 2	8	Standardize Entity Address	Domestic address standardization should include valid ZIP Codes with the associated ZIP+4, valid city/state pairs, and street addresses in proper formatting, e.g. USPS format. International address standardization should include country-appropriate address formatting and follow the Geographic Entity Names and Codes (GENC) Profile of the ISO 3166-1.	99% within ZIP+4 for Domestic Addresses and ISO-3166-1 for International addresses			
Objective 3	9	Entity Hierarchy Information	Hierarchy information is structured and defined	99%		Outside of scheduled maintenance windows and during a Government declared disaster	None
Objective 4	10	Proper Function of all Help Desk Systems, providing all users access to the Integrated Voice Response (IVR).	EVS Portal is available and satisfies all user demands. IVR is available and satisfies all user demands.	95%		A COR declared a "Surge" is excluded	Requests that exceeds 5 min.
Objective 4	11	Service Level (SL): Phone	X percent of contacts answered in Y seconds (<i>Commonly referred to as "phone accessibility"</i>)	80% in 90 Seconds			
Objective 4	12	Outstanding Ticket Age	Number of tickets older than 5 days divided by the total ticket number of tickets in the period.	Less than 10% of all open tickets open are more than 5 days old			
Objective 4	13	Ticket Closure Rate	Determined from the time a ticket is escalated to the time it is initially reviewed and the user contacted. (Business Days)	95-100% of tickets opened and reviewed within 12 hours.			
Objective 4	14	Average Technical Initial Review Time	Determined from the time a ticket is escalated to the time it is initially reviewed and the user has contacted. (Business Days)	95-100% of tickets opened and reviewed within 3 days			
Objective 4	15	Average Technical Close Time	Determined from the time a ticket is escalated to the time it is closed. (Business Days)	95-98% closed in Less than 5 days			
Objective 4	16	Reopened Technical tickets	Tickets that were moved to resolved but reopened by the user because issue was not resolved	Less than 5%			

Section J – Attachment 3 IAE Entity Statistics

Entities awarded Federal procurement and grants actions, with limited exceptions, are required to register in SAM. The information from SAM is used throughout the government, to include all aspects of the procurement and financial assistance processes.

The following diagram depicts how entity information is used throughout the federal award process

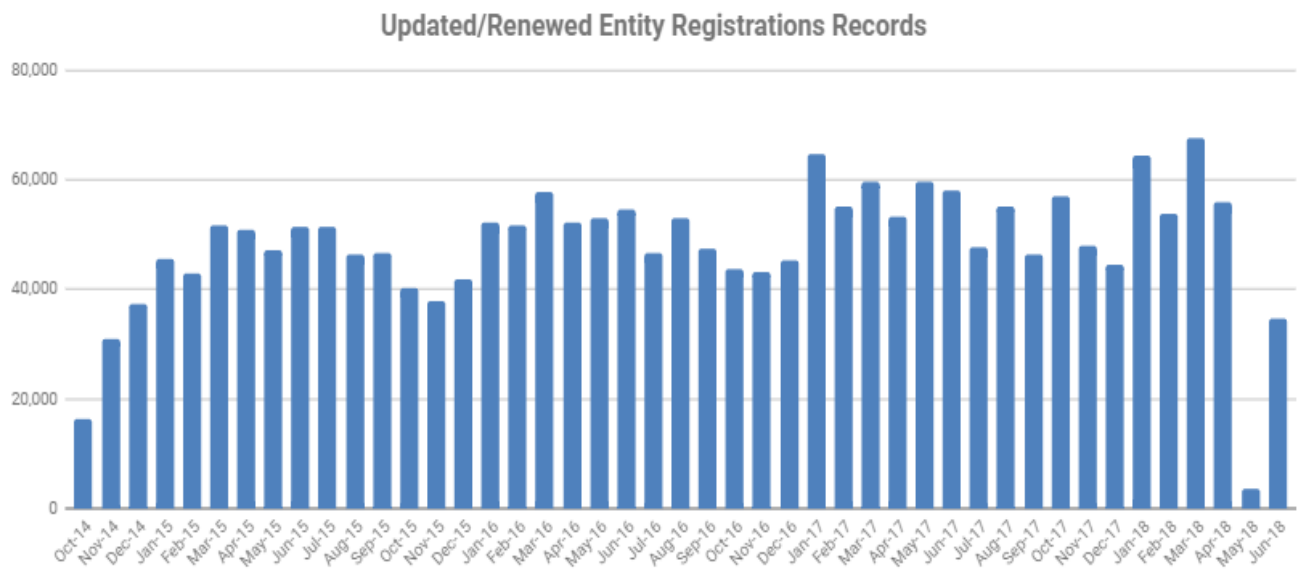
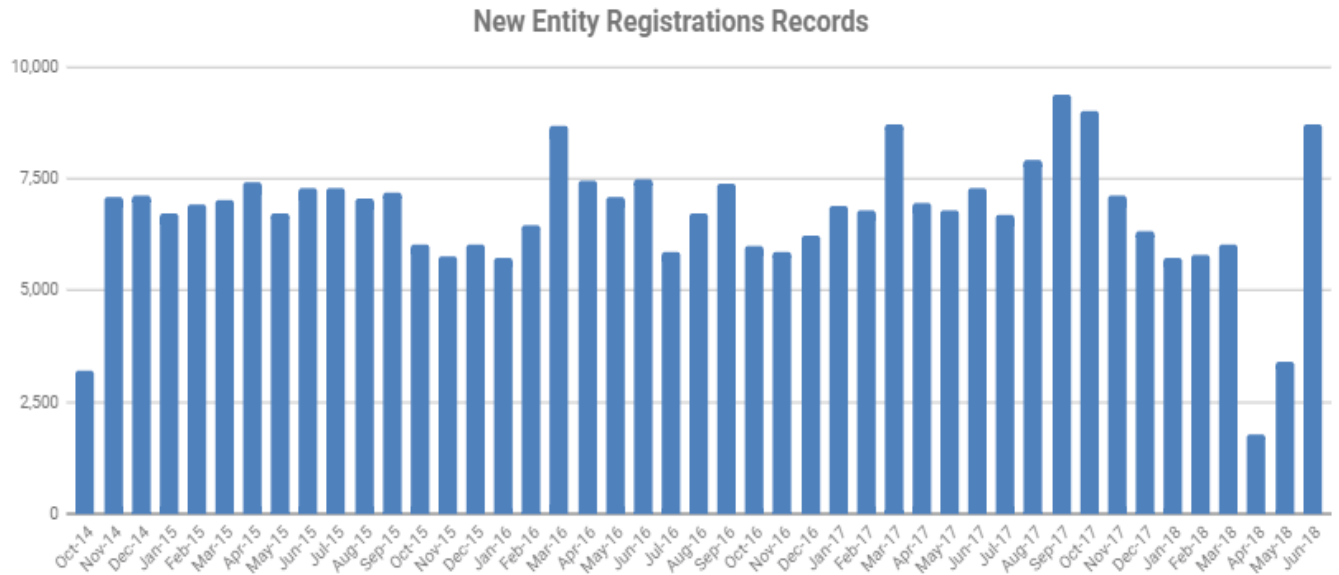


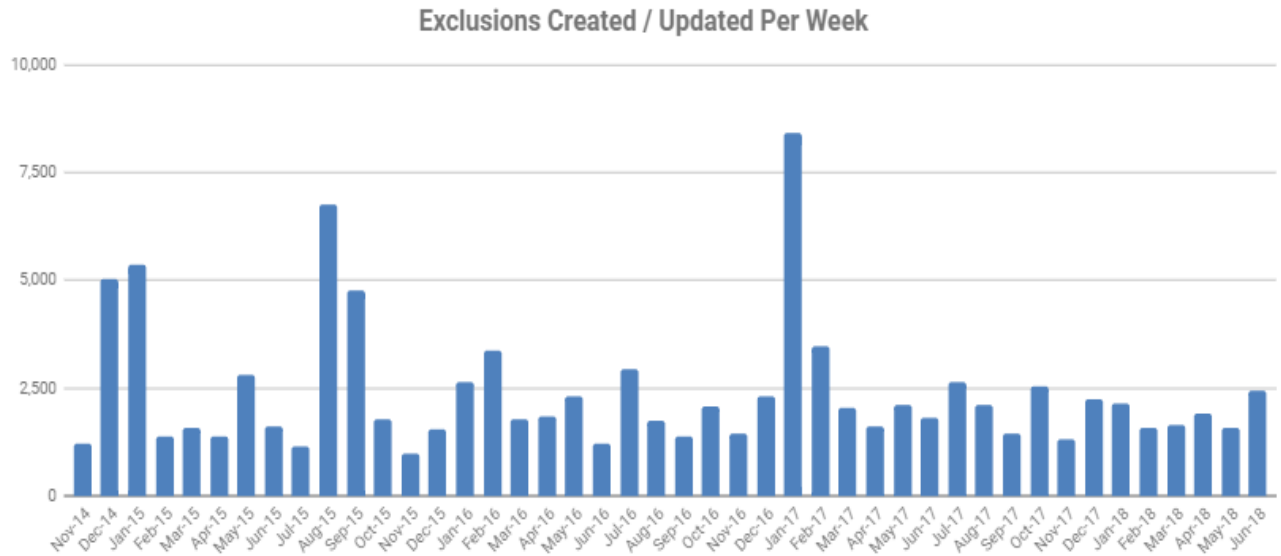
Entity Validation Services Statistics

The following statistics provide context for the scope and scale of the requested information related to Entity Validation Services:

- SAM alone has 2 million entity management records of which 590,000 are active registrants
- Average number of these active registrants that have a non-U.S. address - 41,587

- Cyclical nature of entity registration demand:





NOTE: Spikes align to agency use of exclusion uploader to create/update several thousand exclusion records.

Section J – Attachment 4

**QUALITY ASSURANCE SURVEILLANCE PLAN
(QASP)**

FOR

ITSS Solicitation # ID15170001
Entity Validation Services

A procurement by the
U.S. General Services Administration
Region 5 Federal Acquisition Service, Contracting Division
on behalf of
Office of Systems Management (QD)
Integrated Award Environment (IAE)
Washington, D.C

NAICS 561450 - Credit Bureaus
Product Service Code: R611 Support - Administrative: Credit Reporting Services

Introduction

This QASP (Quality Assurance Surveillance Plan) has been developed in accordance with FAR 46.4.

This QASP has been developed to provide an effective and systematic method for monitoring, evaluating, and documenting contractor performance of the requirements in the PWS (Performance Work Statement), SOW (Statement of Work), or SOO (Statement of Objectives) of this task order. The government will monitor contractor performance to assess the acceptability of the services provided or items delivered and not the details of how the contractor accomplishes the work.

The Government retains the right to inspect all services and supplies furnished under this contract / order in accordance with the provisions of the contract regardless of their specific inclusion in this QASP.

Contractor Responsibility

The contractor, and not the government, is responsible for managing work, ensuring that performance is satisfactory and compliant with contract provisions, and performing quality control and quality assurance functions to ensure that products and/or services meet contract requirements. Additionally, the contractor is responsible for taking all actions necessary to correct unsatisfactory, deficient, or non-compliant work.

Surveillance Monitoring

Contractor performance under this task order will be monitored by the GSA Contracting Officer's Representative (COR).

Surveillance methods will include review and analysis of services and end items, monitoring timeliness of deliveries, and observance of management practices and professionalism exhibited by contractor employees. The specific performance objectives are listed and described in the PWS/SOW/SOO or in the attached Surveillance Objectives, Measures, and Expectations (if applicable).

Responsibilities of the Contract Monitors

A. The Contracting Officer's Representative (COR), with assistance from subject matter experts (SMEs) if required, is responsible for monitoring, evaluating, and documenting contractor performance. The COR shall perform the following functions.

1. Discuss performance requirements with the contractor during the pre-performance conference.
2. Establish a schedule for routine monitoring events, if applicable.
3. Review, monitor, and evaluate all items (services performed, work products, and/or delivered items) as listed in the PWS/SOW/SOO in accordance with the stated performance measures. Verification of the level of performance compliance shall be performed by analysis, demonstration, inspection, or test. The evaluator shall determine the degree to which contractor performance meets the established performance standards.

4. Verify timeliness of deliveries and performance.
5. Hold performance assessment meetings with the government SMEs and management, if required.
6. Complete and/or compile performance documents for each evaluation period. These documents include—
 - a. The Contractor's Monthly Project Status Reports, if applicable.
 - b. The Contractor's Monthly Labor Hour and Expenditure Report, if applicable.
 - c. The Contractor Performance Report (using the CPARS (Contractor Performance Assessment Reporting System) Standard Contractor Performance Report, or other approved reporting document) - The Contractor Performance Report should be completed by the COR within two weeks after the end of each evaluation period. The Contractor Performance Report is to include the following information.
 - (1) Contract or Order number
 - (2) Dates of the evaluation period.
 - (3) The standards and measures used to make performance evaluations.
 - (4) Input from the contract monitors, COR and any assisting SMEs, including--
 - (a) Observations of performance (positive, acceptable, negative, unacceptable, including both successful achievements and deficiencies) in each of the areas listed on the Performance Evaluation Report. This can include observations and input from stakeholders and those reliant upon or recipients of the contractor's performance.
 - (b) Notation of deficiencies or non-compliance with contract or delivery order provisions, statement of work requirements, or task directives. These notations will include a narrative describing the deficiencies or non-compliance, a reference to the contractual provisions or requirement related to the deficient or non-compliant performance, and date the deficiency or non-compliance was discovered or became known.
 - (5) The date and signature of the COTR, CR and/or ACR on each entry.
 - d. Documentation of the date and time the contractor is notified of any deficiency. This documentation shall include a copy of the written deficiency notification sent to and acknowledged by the contractor.
 - e. Documentation of the date and time the contracting officer is notified of any contractor deficiency.
 - f. Documentation of the action(s) or inaction(s) taken by the contractor to correct any deficiency.
 - g. Documentation shall be made on the Performance Evaluation Report (or AF Form 372, if applicable).
7. Ensure that the narrative of all observations is accurate and factual in every respect. The narrative shall be legible and provide the evaluator's observations, evaluation, and conclusions in precise descriptive language. Generalities, personal opinions and vague or ambiguous statements are not acceptable.
8. Provide an updated copy of the Contractor Performance Report to the requiring agency's program manager and to the contracting officer upon completion of the evaluation.
9. Meet with the contracting officer to—

- a. Report the results of contractor surveillance.
 - b. Report the requesting agency's acceptance of services.
 - c. Determine the government's plan of action in the event of unacceptable, unsatisfactory, deficient, or non-compliant contractor performance.
 10. Recommend needed changes to the QASP to the Contracting Officer.
- B. Any assigned technical monitors shall promptly notify the GSA COR should any significant contractor performance problem arise or become known between scheduled evaluation events.
- C. The contract monitors are to be objective, fair, and consistent in evaluating contractor performance.
- D. Upon completion of the contract or task order, all surveillance documentation shall be included in the contract file along with all other contract documents, i.e., Statement of Work and addenda, contract/task order and all modifications, meeting reports and minutes, correspondence pertaining to this contract or order, etc.
- E. Contractor performance and surveillance documentation can be used to complete Contractor performance evaluations that are submitted to the past performance data base.

Taking Corrective Actions.

The government will promptly notify the contractor of any unsatisfactory, unacceptable, deficient, non-conforming, or non-compliant performance or deliverables. The contractor shall have the opportunity to review the government's determination and provide comments.

Any contractor performance problems that result from the failure of the government to fulfill any of its obligations under the contract or order, upon which contractor performance is dependent, will not be assessed and documented as contractor deficiencies or non-compliance, to the extent of Government liability.

The contractor shall be responsible for correcting all unsatisfactory, unacceptable, deficient, or non-compliant performance. For firm fixed-price contracts, the cost of re-performing unsatisfactory, unacceptable, deficient, or non-compliant work will be the sole responsibility of the Contractor. For Labor-Hour contracts, the cost of re-performing unsatisfactory, unacceptable, deficient, or non-compliant work will be reimbursed at the approved labor hour rate less an amount for profit, as prescribed by paragraph (f) of the clause entitled Inspection—Time-and-Material and Labor-Hour (May 2001)(FAR 52.246-6), which is included in this contract.

Disputes between the Contractor and the COR / Agency Representative regarding surveillance results should be referred to the Contracting Officer.

Failure of the contractor to take appropriate and timely corrective action will result in the government's issuance of cure or show-cause notices or pursue other remedies set forth in the provisions of the contract or as provided by law.

When unsatisfactory work is not corrected or unacceptable work is not re-performed to the Government's satisfaction, in addition to other available remedies, the Government may

negotiate a reduction in the contract or task order price to reflect the reduced value received. Additionally, the government reserves the right to include any incidents of unsatisfactory, unacceptable, deficient, or non-compliant performance, especially if uncorrected, in the contractor's past performance record.

Revisions to this QASP

This QASP and its accompanying Surveillance Objectives, Measures, and Expectations, and Contractor Performance Report format shall remain unchanged during the life of this contract or order unless modified to provide clarification or to reflect changes in the PWS/SOW/SOO or other contractual provisions. All modification will be implemented by a contract or order modification signed by the Contracting Officer and the Contractor. Revisions to this QASP are the joint responsibility of the Contracting Officer, COR, and requiring agency representative.

SURVEILLANCE OBJECTIVES, MEASURES, AND EXPECTATIONS

PERFORMANCE OBJECTIVE

The Contractor shall perform the services necessary to perform the work set forth in the PWS/SOW/SOO.

PERFORMANCE MEASURES

Contractor performance will be evaluated using the following measures, consistent with CPARS (Contractor Performance Assessment Reporting System) Standard Contractor Performance Report requirements.

1. Quality:

(This is a multi-faceted performance measure that includes work excellence, completeness, effectiveness and document format and clarity)

(Excellence) Using this measure, the Government will assess the degree to which the work performed and items or documents delivered achieve a standard of excellence or adhere to rules established by a recognized authority as a standard of performance. For example, documents will be assessed to determine the degree to which they are technically sound and free of typographical, grammatical, mathematical, and conceptual errors. Using this measure, the Government will also evaluate the degree to which the required document(s) is suitable for assessing the impacts of all reasonable alternatives and how well the recommendations will meet the intended purpose(s).

(Completeness) Using this measure, the Government will assess the degree to which the Contractor identifies, includes, addresses and/or performs all pertinent aspects of the work or all pertinent elements of delivered items, data, or services. Using this measure, the Government will also assess the degree to which the Contractor performs all stipulated or planned activities and captures the results of those activities in the various documents that are to be delivered.

(Effectiveness) Using this measure, the Government will evaluate the degree to which the Contractor's performance (work, products, and data submissions) meets all goals and objectives established in both the PWS (Performance Work Statement), Government Task Directives, and in any required Contractor's project planning documents (e.g., assessments, analysis, project plan, WBS, or execution recommendations).

(Format & Clarity) Using this measure, the Government will assess the design, flow, matrix, and/or layout used by the Contractor to present data (whether presented physically, orally, or electronically). This assessment will focus on the degree of clarity and logical organization with which the data is presented and whether or not the format facilitates easy review and use of the material. Using this measure, the Government will assess the degree to which material presented in documents (narrative, tables, diagrams, footnotes, photographs, etc.) are easy to understand by the intended audience.

2. Reliability: Using this measure, the Government will assess degree to which the Contractor furnished systems or services are or remain fully functional during the period of times specified in the contract.

3. Schedule/Timeliness:

Using this measure, the Government will assess the degree to which the Contractor meets or exceeds the delivery schedule.

4. Cost Control:

Using this measure, GSA will assess the degree to which the Contractor is able to control costs and accomplish the work at a lower cost than estimated and established in the task order budget without compromising other aspects of performance, e.g., while maintaining quality and timeliness.

[Note: This measure allows for a flexible assessment of costs.]

[Note: This factor will not be evaluated if all work is performed on a fixed price basis.]

4. Business Relationship:

Using this measure, the Government will assess the level of professionalism exhibited by the Contractor staff in interactions with Government and other personnel in connection with work being performed under this order or contract.

5. Management:

Using this measure, the Government will assess the degree to which the Contractor's management is able to competently direct the work, resolve problems, interface with government program managers and technical experts, and balance the resource triangle of quality, schedule, and cost.

6. Utilization of Small Business:

Using this measure, the Government will assess the degree to which the Contractor uses small businesses to perform the work in comparison to proposed small business use.

[Note: This factor will not be evaluated if all work is performed by the prime contractor.]

7. Security:

Using this measure, the Government will assess the degree to which the Contractor complies with all required security measures and specifications. Using this measure the government will also assess security incidents and violations and subsequent corrective actions taken by the Contractor.

PERFORMANCE EXPECTATIONS

Performance will be evaluated against a Performance Criteria Matrix (if provided in the PWS/SOW/SOO or as a separate document) and/or the following Satisfactory Performance Expectations.

Satisfactory Performance Expectations:

The Government will rate the contractor's performance by comparing it against the following expectations for satisfactory performance. Performance ratings will be based on the degree to which the contractor fails to meet, meets, or exceeds these satisfactory performance expectations.

Quality:

The work described and the deliverables listed in the PWS (Performance Work Statement), SOW (Statement of Work), or SOO (Statement of Objectives) shall be performed per applicable regulations, industry standards, and contract/task order requirements.

The content of data deliverables shall address all of the areas and topics prescribed by the PWS/SOW/SOO. The information in the document(s) shall focus on the solution to the Government's need. Material in the documents should be appropriate and pertinent for the scope of the subject being addressed. Documents shall be submitted in the format described in the PWS/SOW/SOO.

If required by the PWS/SOW/SOO, planning documents shall reflect an adequate understanding of the subject matter and of planned and potential activities for this project. Planning documents shall address alternatives and present sound and workable conceptual and technical conclusions and recommendations that are supported by the data acquired during the investigation portion of this project.

Reports shall capture and clearly convey the information they are intended to address per the requirements of the PWS, e.g., project status and milestone updates, problems and solutions, financial and travel information, etc.

The document format should be well organized and clear, making the information easy to find and use. However, draft formats may need minor revision and some information may not be immediately identifiable. These problems should only require minimal effort to correct prior to final submission. Ideas will be logically presented. Documents should contain few, if any, technical errors or inconsistencies between the information presented and that contained in the source documents or raw data. Document(s) will be grammatically and mathematically correct, although drafts may contain errors that require minor editing changes or corrections prior to final submission. Document content shall be consistent with common practice and industry or other established standards or protocols.

Reliability:

The Contractor services remain fully functional at designated times during the performance of the contract.

Schedule/Timeliness:

The Contractor shall perform work and submit the required documents by the time stated in the delivery schedule of the contract.

Cost:

Final costs of performance shall be within the agreed upon and approved budget.

Professionalism:

All interactions between Contractor personnel and Government personnel shall be professional and appropriate.

Management:

Management will be responsible, responsive, and pro-active in directing the work, resolving problems, interfacing with government program managers and technical experts, and balancing the resource.

Small Business Utilization:

The Contractor shall use small business to the degree originally proposed.

Security:

The Contractor shall comply with all required security measures and specifications and there shall be no security incidents and violations.

PERFORMANCE EVALUATION

The COR, or other Government representative responsible for evaluating Contractor performance, shall complete a contractor performance evaluation at least on an annual basis using the CPARS (Contractor Performance Assessment Reporting System) evaluation form. The report shall address each of the applicable performance measures as they specifically apply to the work described and deliverables furnished in conjunction with this contract/task order. Performance ratings will be based on the degree to which the contractor fails to meet, meets, or exceeds the above stated satisfactory performance expectations. Evaluation results will be provided to the contractor in their annual CPARS evaluation.

ATTACHMENT 5

Past Performance Questionnaire

1. Past Performance Questionnaires Submittal Requirements: The Past Performance Questionnaire (PPQ) included in the RFP is provided for the offeror or its team members to submit to the client. AN OFFEROR SHALL SUBMIT COMPLETED PPQ WITH OFFEROR'S PROPOSAL.

Offeror shall ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment 6), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Ms. Julie Green, via email at julie.green@gsa.gov prior to proposal closing date.

ATTACHMENT 5	
PAST PERFORMANCE QUESTIONNAIRE	
CONTRACT INFORMATION (Contractor to complete Blocks 1-4)	
1. Contractor Information Firm Name: _____ CAGE Code: _____ Address: _____ Phone Number: _____ Email Address: _____ Point of Contact: _____ Contact Phone Number: _____	
2. Work Performed as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain) Percent of project work performed: _____ If subcontractor, who was the prime (Name/Phone #): _____	
3. Contract Information Contract Number: _____ Delivery/Task Order Number (if applicable): _____ Contract Type: <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please specify): _____ Contract Title: _____ Contract Location: _____ Award Date (mm/dd/yy): _____ Contract Completion Date (mm/dd/yy): _____ Actual Completion Date (mm/dd/yy): _____ Explain Differences: _____ Original Contract Price (Award Amount): _____ Final Contract Price (to include all modifications, if applicable): _____ Explain Differences: _____	
4. Project Description: Complexity of Work <input type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> Routine How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) _____	
CLIENT INFORMATION (Client to complete Blocks 5-8)	
5. Client Information Name: _____ Title: _____ Phone Number: _____ Email Address: _____	
6. Describe the client's role in the project: _____	
7. Date Questionnaire was completed (mm/dd/yy): _____	
8. Client's Signature: _____	

Entity Validation Services
ITSS Solicitation #: ID15170001
Contract Number: TBD

NOTE: GSA REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO GSA WITH THEIR PROPOSAL. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO GSA. PLEASE CONTACT THE OFFEROR FOR GSA POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT

YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name): _____
Client Information (Name): _____

TO BE COMPLETED BY CLIENT

**PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

1. QUALITY:	
a) Quality of technical data/report preparation efforts	E VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
4. MANAGEMENT/ PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E VG S M U N
e) Utilization of Small Business concerns	E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N
5. COST/FINANCIAL MANAGEMENT	

a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
Contractor Information (Firm Name): _____						
Client Information (Name): _____						
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes		No			
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes		No			
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes		No			
6. SECURITY						
a) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	E	VG	S	M	U	N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	Yes		No			
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):

COVER PAGES

MODEL SUBCONTRACTING PLAN TEMPLATE

Remove these pages before submitting your completed subcontracting plan to the contracting officer

Notice to Offerors: GSA provides this model plan as a tool to be used by prime Contractors and subcontractors required to submit subcontracting plans. The plan is NOT a fill-in-the-blank form, nor does it replace the FAR requirements listed in the solicitation/contract. This is a tool to guide you through FAR subpart 19.7, *The Small Business Subcontracting Program*.

Before submitting subcontracting plans:

- Thoroughly review the requirements set forth in FAR 19.704, *Subcontracting Plan Requirements*, and FAR clause 52.219-9, *Small Business Subcontracting Plan*.
- Understand the statutory requirements in FAR 19.702:
 - Any contractor receiving a contract for more than the simplified acquisition threshold must agree in the contract that SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns will have the **maximum practicable opportunity** to participate in contract performance consistent with its efficient performance.
 - It is further the policy of the United States that its prime contractors establish procedures to ensure the **timely payment** of amounts due pursuant to the terms of their subcontracts with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
 - Each contract modification that causes the value of a contract without a subcontracting plan to exceed \$700,000 (\$1.5 million for construction), shall require the Contractor to submit a subcontracting plan for the contract, IF the Contracting Officer determines that subcontracting opportunities exist.
 - The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract
- **Separately address subcontracting** with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian Tribes), and women-owned small business concerns.
- Choose the best type of plan for your company: commercial, individual, or master (See the Description of the Types of Plans)

- Follow the instructions for calculating small business subcontracting goals, ensuring estimated dollars are applied against all socio-economic categories represented by the small business (e.g. same dollars for multiple designations)
- Understand the reporting requirements for the type of subcontracting plan selected as noted in FAR 52.219-9 and the ATTACHMENT¹.
- Adapt the Model Plan to fit your subcontracting situation, while reflecting best faith efforts and realistic **stretch** goals. Note: This model does not establish minimum requirements for an acceptable plan. It reflects objectives GSA encourages Contractors to adopt. Don't merely repeat the GSA target goals, but put thought into maximum practicable opportunities that might be possible and achievable.
- Remove these instructional pages and the instructional language (in **blue**) throughout the Model Subcontracting Plan Template before submitting to the contracting officer for review and approval.

Description of the Types of Plans:

COMMERCIAL SUBCONTRACTING PLAN

- This type of plan includes the Offeror's (or Contractor's) planned subcontracting **for both commercial and government business**, rather than solely to a single government agency or contract.
- This is the **preferred** type of subcontracting plan for Contractors furnishing commercial items and services².
- A commercial plan:
 - Covers only the **company's fiscal year (12 month period MM/DD/YY stated on the plan)**
 - Applies to the purchasing to support the entire production of commercial items sold by the entire company or is limited to a portion thereof (e.g. division, plant, or product line). Please indicate such a statement in the commercial plan, whether it applies company-wide or is a limited plan.
 - Must include indirect costs (i.e. general and routine commercial purchases)
 - If the commercial plan encompasses more than one company within the corporation, identify in the plan the companies covered and include the DUNS number for each.
- **The approved commercial plan remains in effect during the Contractor's fiscal year for all Government contracts in effect during that period. Once a**

¹ After November, 2017, contractors will be required to report subcontracting achievements at the order level under task/delivery order contracts in accordance with the Federal Acquisition Circular (FAC) 2005-89.

² FAR 19.704(d) and clause 52.219-9(g)

Contractor's commercial plan has been approved, the Government shall not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided continues to meet the definition of a commercial item (i.e. only one commercial plan per Contractor annually).

- To submit a commercial plan:
 - Complete Section I. *Identification Data* in the Model Template and check "Commercial Plan" under Section II, *Type of Plan*
 - List the annual goals (or spend) for each socio-economic category listed in the commercial plan format provided under Section III, *Goals*.
 - Delete pages 4 through 9 (Tables 1 through 6 and the instructions for the individual plan).
 - Complete Sections IV through XV, ensuring a company official signs the plan under XVII.
 - Submit the commercial plan to either the first Contracting Officer (of any agency) awarding a contract subject to the plan during the Contractor's fiscal year, or if the Contractor has ongoing contracts with commercial plans, to the Contracting Officer responsible for the contract with the latest completion date. That Contracting Officer shall negotiate the commercial plan for the Government covering that 12 month period. Again only one plan per Contractor to cover all contracts during the same fiscal year.
 - **When the new commercial plan is approved, provide a copy of the approved plan to each Contracting Officer responsible for an ongoing contract that is subject to the plan.**
 - Be sure to submit a new commercial plan, **30 working days** before the end of the Contractor's fiscal year (i.e., plan expiration date) to the Contracting Officer responsible for the uncompleted Government contract with the latest completion date. Provide to each Contracting Officer responsible for an ongoing contract subject to the plan, the identity of the Contracting Officer that will be negotiating the new plan.
 - After award, submit the required annual Summary Subcontracting Report (see the ATTACHMENT) to the contracting officer who approved the plan **for all contracts (Government and commercial) covered by the commercial plan.**

INDIVIDUAL SUBCONTRACTING PLAN

- Applies to a **specific federal agency (GSA) single contract**
- Covers the **entire contract period, including all options whether exercised or not**
- Contains goals that are based on the offeror's planned **subcontracting (and purchasing)** in support of the specific contract

- Indirect costs incurred for common or joint purposes may be included in the plan, allocated on a prorated basis to the contract. If included in the plan, indirect costs must be included in the reports after award.
- For contracts with option periods, the individual plan will include **separate sections with goals and estimated value** (or sales) for the base period and separate goals and estimated value for each option period, plus a sum total of all periods for the entire contract term.
- To submit an individual plan:
 - Complete Section I, *Identification Data*, and check “Individual Plan” under Section II, *Type of Plan*
 - Include **separate** goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars. Note: If required by the Contracting Officer, also express goals in terms of percentage of total **contract** dollars, **in addition to** the goals required as a percentage of total **subcontracted** dollars³.
 - Complete the Tables under Section III of the Template for an Individual Plan and remove page 10 which only applies to commercial plans. Each table must correspond to each period of the contract.
 - Complete the Total Table 6 (NEW), summarizing the base period goals plus all options (which figure the CO will include on the transmittal Checklist for Review)
 - Complete Sections IV through XV, ensuring a company official signs the plan under XVII.
 - If the company has an approved Master Plan used to develop and incorporate the individual plan, provide a copy of the approved Master plan, including evidence of a Government Contracting Officer’s approval.
 - Submit cumulative, semi-annual Individual Subcontract Reports (ISR), and the annual Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System ([eSRS website](#)) as required. Refer to clause 52.219-9 and the ATTACHMENT.
 - **A contract may not have more than one subcontracting plan⁴.** When a contract modification exceeds the subcontracting plan threshold (see 19.702(a)) or an option is exercised, the **goals** of an existing subcontracting plan shall be amended to reflect any **new** subcontracting opportunities not envisioned at the time of contract award. **These goal changes do not apply retroactively.**
 - If a subcontracting plan has been added to the contract due to a **modification or a size re-representation**, the subcontracting goals apply

³ FAC 2005-89

⁴ FAR 19.705-2(e)

from the date of incorporation of the subcontracting plan into the contract. The Contractor's achievements must be reported on the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

MASTER SUBCONTRACTING PLAN:

- This type of plan may be established on a plant or division-wide basis,⁵ when all elements of the plan are standard to the company with the exception of the goals
- Contains all the required elements of an individual subcontracting plan, **except** goals. Must include the list of supplies/services the company typically subcontracts, which will cover any specific project or acquisition that comes up
- Must first be approved by a contracting officer before using to craft an individual plan for a specific acquisition
- Shall be effective for a 3-year period after approval of a government Contracting Officer
- Changes required to update Master subcontracting plans are not effective until approved by the Contracting Officer
- May be incorporated by reference as a part of the individual subcontracting plan **provided the Master plan has been approved**
- Becomes an individual plan once goals are added for a specific acquisition. Then, the individual plan applies to the contract for the life of the contract.
- To submit a Master plan for GSA approval⁶
 - Complete Section I, *Identification Data*, and check "Master Plan" under Section II, *Type of Plan of the Model Subcontracting Plan Template*
 - Complete Sections IV through XV, ensuring a company official signs the plan.
- To use an approved Master plan with goals for a specific acquisition:
 - Add goals specific to that acquisition to the approved Master plan.
 - Provide evidence of prior Master plan approval by a government contracting officer.
 - Submit the approved Master plan, with evidence of approval with specific goals to the appropriate contracting officer
 - Once approved by the contracting officer, the plan becomes an individual plan and is incorporated into the contract.
- **Remember to:**

⁵ FAR 19.704(b) and 52.219-9(f)

⁶ Master plans are rare at GSA. Often master plans have been pre-approved by the Department of Defense.

- Update the Master plan every 3 years and provide copies of the approved Master plan, including evidence of its approval, to the Contracting Officer.
- Assign goals and document any deviations from the approved Master subcontracting plan when using the Master plan as part of an individual subcontracting plan submitted in response to a specific acquisition.

INSTRUCTIONS FOR COMPUTING SUBCONTRACTING GOALS

(How to do the math tips)

The GSA subcontracting goals are provided for your information and are subject to change⁷. The following tips are offered to assist you with calculating the subcontracting plan goals (Section III of this template):

- Decide what your company can provide internally, then determine what is left to outsource
- Estimate total subcontracting dollars (“outsourcing,” “purchases” or “spend”) planned to both small and “other than small” business (OTSB)⁸ concerns over the period(s) covered by the type of plan selected:
 - For an Individual subcontracting plan, list the total dollars (small and large/OTSB) estimated for subcontracting under the **specific contract**, including all option periods broken out separately for each period plus a summary of all periods for the total contract term;
 - For a Commercial subcontracting plan, list the total value of all projected subcontract dollars (small and large/OTSB) to include routine and general support for the **company-wide annual sales**.
- Separately identify the dollars that will be subcontracted to both large/OTSB and to small businesses, which when added together make up the total dollars subcontracted to all concerns and 100%. Percent goals for each subcategory must be expressed as a percentage of the **total** subcontracting dollars to all concerns (both OTSB and small)⁹ **See next page**
- Apply the subcontracted dollars towards **all** small business socio-economic categories applicable to your suppliers. For example, a \$30,000 subcontract awarded to a woman-owned, HUBZone, service-disabled veteran owned small business:

⁷The goals are negotiated with the Small Business Administration (SBA) annually based on recent agency achievements. SBA is responsible for the Federal Government Goaling Program. Information on the goaling process which includes subcontracting can be found at: [SBA Goaling Process](#).

⁸ The term “other than small business” is used to indicate all other certifications that are not small. Examples include non-profits, universities and educational institutions, utilities, state and local governments.

⁹ For individual subcontracting plans **only**, a Contracting Officer **may** also require the goals to be calculated as a percentage of total **contract** dollars, in addition to the goals required as a percentage of subcontracted dollars (FAC 2005-89).

- apply \$30,000 against WOSB
- apply \$30,000 against HUBZone
- apply \$30,000 against SDVOSB
- apply \$30,000 against VOSB (since a SDVOSB is a VOSB)
- apply \$30,000 against small business since WOSB, HUBZone and SDVOSB are socioeconomic small business subcategories.

Note: This is not double/triple counting, but ensures credit is given to all socioeconomic categories represented by the small business

- The **small** business dollar amount must include all small business socioeconomic subcategories; i.e., VOSB, SDVOSB, HUBZone, SDB, WOSB, (plus any "other small" businesses that do not fall within one of these specified subgroups).

Note: include Alaskan Native Corporations (ANCs) and Indian tribes are included in both the SDB and total small business amounts.

- Once the dollars have been assigned to each socioeconomic category, calculate the percentage for each category separately against the "Total dollars to be subcontracted."

*** Caution: Only the OTSB total plus the small business total should equal the total dollars to be subcontracted in both dollars and percent.** See calculation "notes" within Section III of this template for further assistance. Do **not** add together the small business socioeconomic subcategories to reach the total **small** business figure, as the same dollars should already be included in the small total.

Planned Subcontracting by Business Size	Sample Dollars	GSA Goal (FY 2017)
Total Subcontracted Dollars	\$1,000,000	100%
Other than Small Business (OTSB/Large)	\$710,000	71%
All Small (includes Veteran-Owned Small, Service-Disabled Veteran-Owned Small, HUBZone small, Small Disadvantaged Business, Women-Owned Small, and other	\$290,000	29%

small business concerns, i.e. ANCs, etc.		
--	--	--

The Total dollars to be subcontracted will be used as the denominator in calculating the percentages for each socio-economic category.

***NOTE:** The total \$290,000 to all Small businesses already includes each subcategory (small, VOSB, SDVOSB, HUBZone small, SDB, and WOSB,), plus other small businesses such as ANCs, that are only small and do not fall into a specified category.

Identify subcontracts awarded to the small business socio-economic subcategories and calculate the percentages using the total subcontract dollars as the denominator:

Planned Subcontracting by Business Size	Sample Dollars	GSA Goal (FY 2017)
Veteran-Owned Small Business	\$30,000	3%
Service-Disabled Veteran-Owned Small Business ¹⁰	\$30,000	3%
HubZone Small Business	\$30,000	3%
Small Disadvantaged Business	\$50,000	5%
Women-Owned Small Business	\$50,000	5%

¹⁰ SDVOSB should always be less than or equal to VOSB which includes both veteran and service-disabled veteran owned small businesses.

Subcontracting Plan Template
[INSERT COMPANY NAME]
SMALL BUSINESS SUBCONTRACTING PLAN

I. IDENTIFICATION DATA:

Address: _____

Date Prepared: _____

Description of Types of Supplies/Services:

Solicitation Number: GS-_____ (*for Individual Plans only*)

Contract Number: _____ (*Mark N/A or delete for commercial plans*)

If submitting an Individual subcontracting plan, insert duration or dates below for each period of the contract if known (or insert N/A if that period has passed, or the contract does not include a specific or additional option period).

Individual Plan Period(s):

Base: Date of Award thru X? (*5 years-for Multiple Award Schedules (MAS) or other*)

Option 1: (1 year, 5 years for MAS or other if non-MAS)

Option 2: (1 year, 5 years for MAS)

Option 3: (1 year, 5 years for MAS)

Option 4: (1 year, N/A for MAS (delete))

Estimated Contract Value: (*Provide separate estimate for basic contract and each option*)

Base Period: \$ _____

Option Period 1: \$ _____

Option Period 2: \$ _____

Option Period 3: \$ _____

Option Period 4: \$ _____ (*if applicable and N/A delete for MAS*)

Include sum Total value (expected sales) of all periods for entire contract term:

\$ _____

Place of Performance: _____ (*“Multiple” or leave blank for commercial plans*)

DUNS Number: (under the contract awarded or pending award)

If submitting a Commercial subcontracting plan, insert company Fiscal Year (FY) begin and end dates and projected annual sales below:

Commercial Plan Period: (Contractor's 12-month dates including year covered M/D/Y)

Projected annual sales (Company-wide): \$ _____

II. TYPE OF PLAN: FAR 19.701 (For description of these plans, see Cover Page and FAR clause 52.219-9). Choose one:

_____ **Commercial**
_____ **Individual**
_____ **Master**

III. GOALS:

FAR clause 52.219-9(d) states that the subcontracting plan shall include the following:
(1) *Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes) and women-owned small business WOSB concerns as subcontractors.*

*For **individual** subcontracting plans, **and if required** by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.*

(2) A statement of total dollars planned to be subcontracted for an individual subcontracting plan; or for a commercial plan, the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan; and, total dollars planned to be subcontracted to SB concerns, VOSB, SDVOSB, HUBzone, SDB, and WOSB concerns.

Remember:

- **Commercial plans will always reflect annual company-wide goals**
- **Individual plans will reflect contract-specific goals, including all options. The individual plan shall contain separate statements and goals for the basic contract (period) and for each option (period) remaining.**
- **Do not include goals for initial Master plans submitted for approval.**
- **Dollars and percentages to OTSB and total small businesses (including all socioeconomic subsets) must equal the total subcontracted to both categories in dollars and percentages.**

- *Goals will only reflect percent of total contract value (optional) for individual subcontracting plans IF required by the Contracting Officer.*

Each contractor is expected to offer the maximum practicable opportunities to each type of small business concern, consistent with their best faith efforts and supported by their reports and records of actual achievements.

Note that “zero” is not considered a “positive” goal to strive for, which the FAR requires, and additional steps plus justification will be needed if a contracting officer plans to accept any category that lacks a goal.

COMPLETE THE GOAL FORMAT BELOW ONLY IF SUBMITTING AN INDIVIDUAL SUBCONTRACTING PLAN. The tables are provided to assist in computing the total subcontract dollars and percentages, including all options. First, complete the table for the base period of the contract and each option period, if any, “A contract may have no more than one subcontracting plan.”

(If submitting a commercial plan, please remove the following sample pages, for base and option goals, before submitting your plan.)

Note: If a subcontracting plan is being added to an existing contract due to a contract modification exceeding the plan threshold in 19.702(a), use clause 52.219-9 with the new Alternate IV to replace paragraphs (c) and (d). If re-representation of business size (no longer small) occurs, and a subcontracting plan is being added to the existing contract, please delete the appropriate section (Base Goals and any earlier option periods) which have already ended and submit separate sections and goals only for the remaining periods of the contract.

However, when an option period is being exercised under a contract with an existing subcontracting plan, a new subcontracting plan is not required. The goals of the pending option are added to those in the existing approved subcontracting plan. When the goals are amended, these goal changes do not apply retroactively, but from date of incorporation of the plan into the contract.

Then, complete the Total Goals (Sum of all periods) table which follows the individual period sections.

[Company Name] provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category **plus a percentage of total contract value (only IF required by the Contracting Officer for this contract):

Entity Validation Services
ITSS Solicitation #: ID15170001
Contract: TBD

Table 1. Base Period Goals¹¹

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	**Percent of Contract Dollars¹²
Total Dollars to be Subcontracted¹³	\$	100%	
Other than Small Business (OTSB/Large)	\$		
All Small Businesses (including ANC and Indian tribes)	\$		
Veteran-Owned Small Business (VOSB)	\$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)			
HUBZone Small Business	\$		
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	\$		
Women-Owned Small Business (WOSB)	\$		

¹¹ Note: the base period for MAS contracts is five years.

¹² Complete this column only if required by the Contracting Officer.

¹³ Total dollars subcontracted is the sum of "other than small business" and all small business.

Table 2. Option Period I¹⁴

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars¹⁵
Total Dollars to be Subcontracted¹⁶	\$	100%	
Other than Small Business (OTSB/Large)	\$		
All Small Businesses (including ANC and Indian tribes)	\$		
Veteran-Owned Small Business (VOSB)	\$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)			
HUBZone Small Business	\$		
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	\$		
Women-Owned Small Business (WOSB)	\$		

¹⁴ Note: Option Period I is five years for MAS contracts.

¹⁵ Complete this column only if required by the Contracting Officer.

¹⁶ Total dollars subcontracted is the sum of “other than small business” and all small business.

Table 3. Option Period II.¹⁷

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars ¹⁸
Total Dollars to be Subcontracted ¹⁹	\$	100%	
Other than Small Business (OTSB/Large)	\$		
All Small Businesses (including ANC and Indian tribes)	\$		
Veteran-Owned Small Business (VOSB)	\$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)			
HUBZone Small Business	\$		
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	\$		
Women-Owned Small Business (WOSB)	\$		

¹⁷ Note: Option Period II for MAS contracts is five years.

¹⁸ Complete this column only if required by the Contracting Officer.

¹⁹ Total dollars subcontracted is the sum of “other than small business” and all small business.

Table 4. Option Period III²⁰

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars²¹
Total Dollars to be Subcontracted²²	\$	100%	
Other than Small Business (OTSB/Large)	\$		
All Small Businesses (including ANC and Indian tribes)	\$		
Veteran-Owned Small Business (VOSB)	\$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)			
HUBZone Small Business	\$		
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	\$		
Women-Owned Small Business (WOSB)	\$		

²⁰ Note: Option Period III is five years for MAS contracts.

²¹ Complete this column only if required by the Contracting Officer.

²² Total dollars subcontracted is the sum of "other than small business" and all small business.

Table 5. Option Period IV²³

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars²⁴
Total Dollars to be Subcontracted²⁵	\$	100%	
Other than Small Business (OTSB/Large)	\$		
All Small Businesses (including ANC and Indian tribes)	\$		
Veteran-Owned Small Business (VOSB)	\$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)			
HUBZone Small Business	\$		
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	\$		
Women-Owned Small Business (WOSB)	\$		

The Total Goals (sum of all periods above) table below provides a comprehensive look at subcontracting opportunities for the entire contract. Add up the total dollars estimated for each period of the contract and socioeconomic category

²³ Not Applicable for MAS contracts.

²⁴ Complete this column only if required by the Contracting Officer.

²⁵ Total dollars subcontracted is the sum of "other than small business" and all small business.

and place the amounts in the spaces below. Then, compute the total percentages for the entire contract period of performance.

Table 6. Total Goals/Sum

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars ²⁶
Total Dollars to be Subcontracted ²⁷	\$	100%	
Other than Small Business (OTSB/Large)	\$		
All Small Businesses (including ANC and Indian tribes)	\$		
Veteran-Owned Small Business (VOSB)	\$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)			
HUBZone Small Business	\$		
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	\$		
Women-Owned Small Business (WOSB)	\$		

²⁶ Complete this column only if required by the Contracting Officer.

²⁷ Total dollars subcontracted is the sum of “other than small business” and all small business.

IF SUBMITTING A COMMERCIAL SUBCONTRACTING PLAN, COMPLETE THE FORMAT BELOW *(Remove this page if submitting an individual plan using the above format).*

1. Estimated **TOTAL** dollars planned to be subcontracted **to all types of concerns** (generally for both commercial and government business, in support of commercial items sold during company fiscal year):

Annual Commercial Purchases/Spend: \$_____ = 100% subcontracted

2. Total dollars planned to be subcontracted to those classified as **Other than small** business concerns:

Annual Commercial Purchases/Spend: \$_____ = ____ % of Total

3. Total dollars planned to be subcontracted to **all Small** business concerns (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB small business concerns:

Annual Commercial Purchases/Spend: \$_____ = ____ % of Total

4. Total dollars planned to be subcontracted to **veteran-owned small** business concerns (including service-disabled veteran-owned small businesses):

Annual Commercial Purchases/Spend: \$_____ = ____ % of Total

5. Total dollars planned to be subcontracted to **service-disabled veteran-owned small** business concerns (**subset of VOSB above and cannot be higher than #4 above**):

Annual Commercial Purchases/Spend: \$_____ = ____ % of Total

6. Total dollars planned to be subcontracted to **HUBZone small** business concerns:

Annual Commercial Purchases/Spend: \$_____ = ____ % of Total

- Total dollars planned to be subcontracted to **small disadvantaged** business concerns (including ANCs and Indian tribes):

Annual Commercial Purchases/Spend: \$_____ = ____ % of Total

- Total dollars planned to be subcontracted to **women-owned small** business concerns:

Annual Commercial Purchases/Spend: \$ _____ = ____ % of Total

IV. PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED:

FAR 19.704(a)(3) and the clause at 52.219-9(d)(3) requires a description of the principal types of supplies and services to be subcontracted and an identification of types of supplies or services planned for subcontracting to SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

Check all possible business categories that apply below, ensuring that at least one item is indicated for each column. If assistance is needed to locate small business sources:

- Contact your local Small Business Administration Commercial Market Representative via www.sba.gov/localresources
- Access the Dynamic Small Business Search database at [Link to Dynamic Small Business Search](#)
- Post solicitations for small business opportunities on SBA's SUB-Net at <https://eweb1.sba.gov/subnet/search/index.cfm>

The principal types of supplies and/or services that [**Company Name**] anticipates to be subcontracted (outsourced) and the identification of the type of supply or service offered to each business concern are as follows:

Supplies/Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB

ATTACH ADDITIONAL SHEETS IF NECESSARY

V. DESCRIPTION OF METHOD USED TO DEVELOP SUBCONTRACTING GOALS:

FAR 19.704(a)(4) and the clause at 52.219-9(d)(4) require a description of the method used to develop the subcontracting goals. Explain or state the basis for establishing your proposed goals (i.e. based on historical data and experience, market research, etc.) Provide a justification for any low goal(s) and other explanations for your challenges here.

[**Company Name**] used the following method to develop the subcontracting goals:

VI. DESCRIPTION OF METHOD USED TO IDENTIFY POTENTIAL SOURCES: *FAR 19.704(a)(5) and clause 52.219-9(d)(5) require a description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB source lists.*

Note: *Use of SAM as a source list does not relieve a firm of its responsibilities to identify potential small business sources by other means (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause. FAR 19.703 adds that the prime contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract . . . and a prime contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding their size or socioeconomic status.*

[**Company Name**] identifies potential subcontractors using the following source lists and organizations (please list your sources used):

VII. INCLUSION OF INDIRECT COSTS IN ESTABLISHING GOALS: *FAR 19.704(a)(6) and clause 52.219-9(d)(6) require a statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred*

with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

PER THE SBA, CONTRACTORS SUBMITTING COMMERCIAL PLANS SHOULD ALWAYS INCLUDE INDIRECT COSTS TO MAXIMIZE OPPORTUNITIES AND CAPTURE MAJOR COMPANY-WIDE EXPENSES.

NOTE: indirect costs represent the expenses of doing business that are NOT easily identified with a specific project (i.e. contract or grant) but are generally recognized as ordinary and necessary for the general operation of the Contractor's organization and the conduct of activities it performs. Types of indirect costs include routine supplies and general and administrative (G&A) expenses. However, fringe benefits (e.g. services or benefits provided to employees such as health insurance, payroll taxes, pension contribution, etc.), are NOT considered subcontracting and shall be excluded).

Indirect costs _____HAVE BEEN (or) _____HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above.

*If indirect costs HAVE been included in individual subcontracting plans, provide the method used to determine the proportionate share of indirect costs to be incurred with small business concerns for your contract below. **Note: Since indirect costs not specific to the individual contract are prorated to performance under that contract, including such costs is sometimes not beneficial nor does it add any value to the goals. When a subcontracting plan includes indirect costs in the goals, these costs must be included in your reports submitted into eSRS.***

VIII. PROGRAM ADMINISTRATOR: *FAR 19.704(a)(7) and clause 52.219-9(d)(7) require the name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual. Please add the contact information for this person (telephone number and email address), in case of questions, and provide an alternate point of contact, if applicable.*

Name: _____

Title/Position: _____

Telephone number: _____

Email Address: _____

Alternate POC with contact information:

Duties: In accordance with clause 52.219-9(d)(11)(e), in order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

1. Assist SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, sufficient time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential SB, VOSB, SDVOSB, HUBZone, SDB and WOSB subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
2. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make-or-buy" decisions.
3. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms.
4. Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52-219-8(d)(2).
5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as SB, VOSB, SDVOSB, HUBZone, SDB and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
6. For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a SB, VOSB, SDVOSB, HUBzone SB, SDB, or WOSB concern.
7. Assign each subcontract the NAICS code and corresponding size standard that best describes the principle purpose of the subcontract.
8. Ensure periodic rotation of potential subcontractors on bidders' lists.
9. Ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.

10. Ensure that subcontract procurement “packages” are designed to permit the maximum possible participation of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
 11. Review subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
 12. Ensure that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
 13. Oversee the establishment and maintenance of contract and subcontract award records.
 14. Attend or arrange for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
 15. Directly or indirectly counsel SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.
 16. Conduct or arrange training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.
 17. Develop and maintain an incentive program for buyers that support the subcontracting program.
 18. Monitor the company’s performance and make any adjustments necessary to achieve the subcontract plan goals.
 19. Prepare and submit timely reports.
- Coordinate the company’s activities during compliance reviews by Federal agencies.
 - Additional Duties:

*IF YOUR COMPANY OR PROGRAM ADMINISTRATOR WILL PERFORM
ADDITIONAL SUBCONTRACTING DUTIES NOT SHOWN ABOVE, PLEASE
IDENTIFY THEM HERE:*

IX. EQUITABLE OPPORTUNITY: *FAR 19.704(a)(8) and clause 52.219-9(d)(8) require a description of the efforts the Offeror will make to assure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns have an equitable opportunity to compete for subcontracts.*

[**Company Name**] will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities: *(please indicate which of the following apply or adapt the list to fit your company's efforts)*

- Outreach efforts to obtain sources:
 - ___ Contacting minority and small business trade associations
 - ___ Contact business development organizations
 - ___ Requesting sources from the SBA's Dynamic Small Business Search ([Link to Dynamic Small Business Search](#)) and/or the SAM.gov database
 - ___ Attend small and minority business trade fairs and procurement conferences
- Internal efforts to guide and encourage purchasing personnel:
 - ___ Present workshops, seminars and training programs
 - ___ Establishing, maintaining and using small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business source lists, guides, and other data for soliciting subcontracts
 - ___ Monitoring activities to evaluate compliance with the subcontracting plan
- Other Additional efforts: *(Please describe below.)*

X. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN: *FAR 19.704(a)(9) and clause 52.219-9(d)(9) require assurances that the Offeror will include the clause at 52.219-8, Utilization of Small Business Concerns (see 19.708(a)), in all subcontracts that offer further subcontracting opportunities, and that the Offeror will*

require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1,500,000 for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

[**Company Name**] agrees to include the FAR Clause 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (*except small business concerns*) that receive subcontracts in excess of \$700,000 (\$1,500,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of the clause at [52.219-9](#), Small Business Subcontracting Plan.

XI. ASSIGNMENT OF SIZE STANDARDS TO SUBCONTRACTS

[**Company Name**] agrees to assign North American Industry Classification System (NAICS) codes to subcontracts and further

agrees to provide the socio-economic status of the successful subcontractor in the notification to the unsuccessful offerors for the subcontracts.

XII. REPORTING AND COOPERATION: *FAR 19.704(a)(10) and clause 52.219-9(d)(10) require assurances that the offeror will do the following. Guidance is attached to the Model Subcontracting Plan Template on the ISR and SSR reporting requirements. Remove the ATTACHMENT before submitting the subcontracting plan and save the information as reference in order to comply.*

[**Company Name**] agrees to:

- Cooperate in any studies or surveys as may be required
- Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan
- After November 30, 2017, report subcontracting data for each order when reporting subcontracting achievements under task/delivery order contracts
- Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (I) of FAR clause 52.219-9, using the Electronic Subcontracting Reporting System (eSRS) at [Link to eSRS](#) following the instructions in eSRS. Submit the SF294 (when Alternate IV is used).
- The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses) veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBzone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the SBA as small disadvantaged businesses), woman-owned small business concerns.

- Ensure that subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS
- Provide prime contract number, the prime's DUNS number, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs.
- Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of, or rejecting the ISRs, to its subcontractors with subcontracting plans.

Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

For Commercial Subcontracting Plans, only one Summary Subcontracting Report (SSR) is required for the calendar period October 1 through September 30. Enter the SSR in eSRS within 30 days after the end of the Government's fiscal year (and remove the Report Due dates lines below for ISR).

For Individual Subcontracting Plans, three reports are required each year (cumulative every 6 months) and one Final Report:

<u>Calendar Period</u>	<u>Report Due</u>	<u>Due by</u>	<u>with email address for.</u>
10/01--03/31	ISR	04/30	Contracting Officer
04/01--09/30	ISR	10/30	Contracting Officer
10/01--09/30	SSR	10/30	Contracting Officer

The final ISR is due within 30 days of contract completion.

Note: for contracts awarded by GSA's Public Building Service (PBS), select PBS as the "agency to which the report is being submitted", code 4740, in eSRS.

The contractor must correct and resubmit the report within 30 days of receiving notice of rejection by the contracting officer.

ASSISTANCE IN REPORT PREPARATION CAN BE FOUND IN THE ATTACHMENT, *REPORTING INSTRUCTIONS FOR CONTRACTORS*, or in guidance documents on the eSRS Home page, and from your local SBA Commercial Marketing Representative.

XIII. RECORDKEEPING: *FAR 19.704(a)(11) and clause 52.219-9(d)(11) require a description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and to award subcontracts to them.*

[Company Name] will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- Source lists (e.g., SAM), guides, and other data that identify SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
- Organizations contacted in an attempt to locate sources that are SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), or WOSB concerns.

- Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating:
 - (A) Whether small business concerns were solicited and, if not, why no
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not
 - (F) Whether women-owned small business concerns were solicited and, if not, why not
 - If applicable, the reason award was not made to a small business concern.
 - Records of any outreach efforts to contact:
 - (A) Trade associations
 - (B) Business development organizations
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources
 - (D) Veterans service organizations
 - Records of internal guidance and encouragement provided to buyers through
 - (A) Workshops, seminars, training, etc.
 - (B) Monitoring performance to evaluate compliance with the program's requirements
 - On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor. *(Does not apply to commercial plans.)*
 - Other records to support your compliance with the subcontracting plan: *(Please describe below.)*
-
-

XIV. ADDITIONAL ASSURANCES (NEW):

- **[Company Name]** will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal.
- **[Company Name]** will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of FAR clause 52.219-9. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.
- **[Company Name]** will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to the payment to or utilization of a subcontractor; and
- **[Company Name]** assures that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the subcontract, and notify the contracting officer if **[Company Name]** pays a reduced or an untimely payment to a small business subcontractor (see [52.242-5](#)).

XV. DESCRIPTION OF GOOD FAITH EFFORT (Also, refer to 13 CFR 125.3(d), Determination of Good Faith Effort)

In order to demonstrate your compliance with a good faith effort to achieve the small business subcontracting goals, outline the steps below that your company plans to take (if any, in addition to the efforts already listed under the Equitable Opportunities Section IX, or explanations provided in Section IV.

[Company Name] will take the following steps to demonstrate compliance with a good faith effort in achieving small business subcontracting goals:

XVI. STATUTORY REQUIREMENTS (FAR 19.702)

- Any contractor receiving a contract for more than the simplified acquisition threshold must agree in the contract that SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns will have the **maximum practicable opportunity** to participate in contract performance consistent with its efficient performance.

- It is further the policy of the United States that its prime contractors establish procedures to ensure the **timely payment** of amounts due pursuant to the terms of their subcontracts with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
- Each contract modification that causes the value of a contract without a subcontracting plan to exceed \$700,000 (\$1.5 million for construction), shall require the Contractor to submit a subcontracting plan for the contract, IF the Contracting Officer determines that subcontracting possibilities/opportunities exist.
- The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.
- Reminder: As stated in [15 U.S.C. 637\(d\)\(8\)](#), any contractor or subcontractor failing to comply in good faith with the requirements an approved subcontracting plan required by the clause of the contract "Utilization of Small Business Concerns" shall be a **material breach of the contract and may be considered in any past performance evaluation of the Contractor**. Further, [15 U.S.C. 637\(d\)\(4\)\(F\)](#) directs that a contractor's **failure to make a good faith effort** to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages.

The above requirements will be negotiated with the Contracting Officer in the time specified and prior to plan approval and contract award or renewal. The Contracting Officer must ensure per FAR 19.705-5(a)(5) that an acceptable plan is incorporated into and made a material part of the contract.

XVII. SIGNATURE REQUIRED: *Plan must be signed and dated by a company official.*

This subcontracting plan was SUBMITTED by:

Signature: _____

Typed Name: _____

Company Title: _____

Date Signed: _____

Government Contracting Officer APPROVAL:

Entity Validation Services
ITSS Solicitation #: ID15170001
Contract: TBD

Signature: _____

Printed Name: _____

Agency: _____

Date Signed: _____

ATTACHMENT
(Remove these pages before submitting the subcontracting plan)
FREQUENTLY ASKED QUESTIONS AND REPORTING INSTRUCTIONS
FOR CONTRACTORS

Why are subcontracting reports important?

Negotiated subcontracting plans become a **material part of the contract**. The reports monitor the progress against the plan. Failure to submit the reports as required under FAR 52.219-9 may negatively affect contractor performance evaluations or may indicate a lack of good faith effort to maximize practicable subcontracting opportunities for SBs, SDBs, WOSBs, VOSB, SDVOSBs and HUBZone small businesses as required by law.

What should I know before submitting a report?

- Understand the reporting requirements listed in FAR 52.219-9 and in the contract
- Review the subcontracting plan
- Understand the differences in the reports required for the type of subcontracting plan used
 - Commercial subcontracting plans
 - Individual subcontracting plans
- Do not include in the reports purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor
- Subcontract awards by the affiliates shall be treated as subcontract awards by the Contractor
- Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors.²⁸ Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe.
- Only include subcontracts involving performance in the United States or its outlying areas in these reports

²⁸ In the future, other than small business contractors will be required to count lower tier subcontractors towards federal small business subcontracting goals and achievements. However, contractors must follow the current requirements until the FAR is changed to reflect the SBA Final Rule published in the Federal Register Notice (81 FR 94246 (12/23/16)), implementing Section 1614 of National Defense Authorization Act of 2014, 15 USC 637(d)(16).

- Avoid common mistakes (see below)

What reports are required for a **commercial** subcontracting plan?

Only one report is required each year for a commercial subcontracting plan: **Summary Subcontracting Report (SSR)**. The report is due within 30 days of the end of the Government's fiscal year which ends on September 30 (due by October 30).

The **commercial plan SSR**:

- Summarizes all subcontract awards under the commercial plan in effect during the Government's fiscal year
- Includes all indirect costs
- Specifies the percentage of dollars attributable to each federal agency if the contractor is performing work for more than one executive agency
- Identifies the email address of the Contracting Officer who approved the commercial plan. The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.
- Needs a corrected report submitted within 30 days of receiving the notice of SSR rejection by the Contracting Officer

What reports are required for an **individual** subcontracting plan?

There are two types of reports required for individual subcontracting plans:

- **Individual Subcontracting Report (ISR)** is contract specific.
 - Data presented in the ISRs are cumulative over the life of the contract
 - When a subcontracting plan contains separate goals for the basic contract and each option, the dollar goal inserted on the ISR shall be the sum of the base period through the current option. For example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.
 - If a subcontracting plan has been added to the contract pursuant to 19.702(a)(3) or 19.301-2(e), the Contractors achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

- Includes indirect costs in the report if the goals of the subcontracting plan included indirect costs.
- Three ISRs are due within 30 days of the end of each reporting period:
 - ISR for the period ending March 31
 - ISR for the period ending September 30
 - Final ISR for the contract within 30 days of contract completion
- ***Individual Plan Summary Subcontracting Report (SSR)*** is agency-specific:
 - Encompasses all subcontracting under prime contracts and subcontracts the contractor has with an executive agency (GSA), regardless of the dollar value of the subcontracts.
 - If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1,500,000 for construction of a public facility) and contains a subcontracting plan.
 - Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

When do I begin reporting subcontracting achievements at the task order level?

Not until after November, 2017 which will allow the government's reporting systems to be updated.

Section K

Representations, Certifications and Other Statements of Bidders

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K.1 52.204-17 Ownership or Control of Offeror.

As prescribed in [4.1804](#) (b), use the following provision:

OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)

(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; 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)

K.2 52.204-19 Incorporation by Reference of Representations and Certifications.

As prescribed in [4.1202](#) (b), insert the following clause.

INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

K.3 52.204-20 Predecessor of Offeror.

As prescribed in [4.1804](#) (d), insert the following provision:

PREDECESSOR OF OFFEROR (JUL 2016)

(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; 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.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“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.

(b) 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.

(c) If the Offeror has indicated “is” in paragraph (b) 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)

(End of provision)

K.4 52.209-7 Information Regarding Responsibility Matters.

As prescribed at [9.104-7](#) (b), insert the following provision:

INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) *Definitions.* As used in this provision—

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

“Federal contracts and grants with total value greater than \$10,000,000” means—

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

K.5 52.212-3 Offeror Representations and Certifications—Commercial Items.

As prescribed in [12.301](#)(b)(2), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) *Definitions.* As used in this provision—

“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. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“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\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“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.

“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”—

(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 concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned 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.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, 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 at 13 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 \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(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.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned 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.

“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.

“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 least 51 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), 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.

(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 posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs

[Offeror to identify the applicable paragraphs at (c) through (t) 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 will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(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) *Service-disabled veteran-owned small business 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 as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *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.

(5) *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.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *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.

(9) *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:_____

(10) *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, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(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 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](#), Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “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
_____	_____
_____	_____
_____	_____

[*List as necessary*]

K.6 52.227-15 Representation of Limited Rights Data and Restricted Computer Software.

As prescribed in [27.409](#) (c), insert the following provision:

REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at [52.227-14](#), Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at [52.227-16](#), if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at [52.227-14](#) included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]

[] (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

[] (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

K.7 Organizational Conflict of Interest Certification

Company Name:

ORGANIZATIONAL CONFLICT OF INTEREST

For The

Entity Validation Services

Contract Number: xxx

Solicitation Number: ID15170001

Initial Certification

I certify that, to the best of my knowledge and belief, all actual or potential organizational conflicts of interest, if any, pertaining to this acquisition have been reported to the GSA Contracting Officer. I further certify that to the best of my knowledge and belief, all future actual or potential organizational conflicts of interest will be reported to GSA. In addition, upon contract/task order award, all company, and subcontractor (if any), employees who perform work under this contract/task order will be informed of their obligation to report personal and organizational conflicts of interest to the appropriate company representative.

This initial certification will cover the one-year period from the date of contract/task order award to the first option renewal.

Name (typed or printed)

Title

Company Representative

Date

Section L

Instructions, Conditions, and Notices to Offerors

For

Entity Validation Services

**A procurement by the
U.S. General Services Administration**

**Solicitation Number / Contract Number
GSA ITSS #ID15170001 / TBD**

This requirement is being solicited as an open market award

**NAICS 561450 – Credit Bureaus
Product Service Code (PSC) – 611 Credit Reporting Services**

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L.1 Introduction

- The government proposes to award a single contract combination Firm Fixed Price/Time and Material contract to fulfill specific performance requirements. This is a negotiated procurement.
- Proposals that fail to comply with the requirements of these instructions may be considered non-responsive to this solicitation.
- Specific performance areas, requirements, and conditions for performance are set forth in the attached "Entity Validation Services" Performance Work Statement (PWS), Section C.
- In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals.

L.2 Solicitation Provisions Incorporated by Reference (FEB 1998) FAR 52.252-1

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 (CO) will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FEDERAL ACQUISITION REGULATION:

<https://www.acquisition.gov/browsefar>

GENERAL SERVICE ADMINISTRATION ACQUISITION MANUAL:

<https://www.acquisition.gov/browsegsam>

FAR and GSAM	Title and Date
52.204-6	Unique Entity Identifier (OCT 2016)
52.204-16	Commercial and Government Entity Code Reporting (JUL 2016)
52.204-18	Commercial and Government Entity Code Maintenance (JUL 2016)
52.211-1	Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (AUG 1998)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)
52.222-24	Pre-award On-Site Equal Opportunity Compliance Review and Evaluation (FEB 1999)

L.3 52.207-4 System for Award Management.

As prescribed in [4.1105\(a\)\(1\)](#), use the following provision:

System for Award Management (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.

“Registered in the System for Award Management (SAM) database” means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“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)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(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).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov> .
- (End of clause)

L.4 Instructions to Offerors – Competitive Acquisition (52.215-1).

As prescribed in [15.209](#)(a), insert the following provision:

INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2017)

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:00 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR [52.225-17](#), Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR [15.306\(a\)](#)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A

proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.5 52.216-1 Type of Contract .

As prescribed in [16.105](#), complete and insert the following provision:

TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price (FFP) and time and materials (T&M) contract resulting from this solicitation.

(End of provision)

L.6 52.233-2 Service of Protest.

As prescribed in [33.106](#), insert the following provision:

SERVICE OF PROTEST (SEPT 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Service Administration, Federal Acquisition Services Region 5
Attn: Ms. Julie Green
230 South Dearborn, Ste 3500
Chicago, IL 60604

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

(End of provision

L.7 Proposal Preparation - General Inclusions

The offeror's proposal must include all information requested and must be submitted in accordance with the instructions in Paragraph L.3, above, and the following additional instructions.

Ability to Perform

The proposal shall demonstrate the offeror's ability to perform the functions and meet the needs and stated requirements of the Government as set forth in the PWS (Performance Work Statement) and any associated, accompanying, or referenced laws, regulation, provisions or documents.

Relevant Data

The proposal shall include all relevant data.

Proposal Clarity

The proposal shall be clear and concise. All claims and capabilities shall be substantiated by references, documented experience, and/or examples. The proposal should not simply re-phrase or re-state the Government's PWS and performance objectives. The proposal must show **how** the offeror intends to meet the government's requirement.

Assumptions

The proposal shall include all assumptions made by the offeror.

Extraneous Material

The proposal shall not include, by reference, any extraneous material. The proposal shall not mention or reference external material (material not included in the proposal) that would not be easily understood by a general practitioner in the field of expertise related to this requirement.

Elaboration

Do NOT include elaborate brochures, documentation, binding, detailed artwork, or other embellishments. These are unnecessary and not desired.

Security Classification

The proposal shall be unclassified.

Terms, Conditions, Provisions Agreement

Proposals shall include a statement that the offeror agrees with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

Section 508

Proposals shall confirm compliance with Section 508 of the Rehabilitation Act of 1973. *[All services and/or products provided in response to this solicitation shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR Part 1194).]*

SAM

Proposals shall confirm registration in System for Award Management (SAM). *[The Contractor must be registered in SAM to receive an award in response to this solicitation.]* Vendors may register at sam.gov.

Reps & Certs and Unique Entity Identifier

Proposals shall confirm Representations and Certifications (see Section K), and provide the offeror's Unique Entity Identifier number for contract processing.

Remittance

The proposal shall include the "Remit to" address, if different than mailing address;

Partial Proposal

Paragraph (c)(4) of FAR 52.215-1 Instructions to Offerors—Competitive Acquisition, above, does not apply to this acquisition. The Government will not accept proposals that provide any item or combination of items. Only proposals that offer all required items will be eligible for award.

Proposal Validation Period

The proposal shall be valid for a period of 180 days from the required submission date. The offeror shall make a clear statement that the proposal is valid until that date.

L.8 Proposal Contents

The proposal shall, as a minimum, include a cover page and be presented in three (3) parts. Part 1 shall include all pertinent information that demonstrates the offeror's ability to perform the performance work statement. Part 2 shall contain the offeror's past performance. Part 3 shall contain the offeror's proposed pricing. The Government will base its evaluation of the proposals on the information furnished. An absence of information will result in a score that reflects the offeror's inability to meet the requirement that is un-addressed in the proposal.

NOTE: An outline of proposal contents is presented below; however, it is important that the offeror address the requirements set forth in the Evaluation of Proposals (Section M), since the Government's evaluation results will be based on the offerors' responses to those specific criteria. An offeror will be considered to have not met a requirement of this solicitation if that requirement is not addressed in the proposal.

Cover Page

The cover or introductory page or pages of the proposal shall contain, at a minimum, the following information. Refer to Paragraph L.3(c)(2), above, for those items denoted by an asterisk.

- * offeror's name
- * offeror's contact information
- project title
- * solicitation number
- date of proposal
- date of proposal expiration
- offeror's Unique Entity Identifier, and
- * statement of agreement
- * Designation of the person authorized to negotiate
- * Designation of the person authorized to sign the proposal

Pass/Fail Elements

A failure on any single Pass/Fail criteria will make the proposal ineligible for award, with no further evaluation of the Technical and Price proposal accomplished by the Government. The offeror shall provide:

- a. Named Key Personnel: Each proposed Key Person shall be named at the time of proposal submission. The offeror shall provide a list of Key Personnel, including position title and name in Section C-8 of the PWS, Key Personnel, and additional Key Personnel positions, if any). A proposal that states, "To Be Determined" (TBD) for a proposed Key Person, or omits a Key Person, will be rejected by the Government.
- b. Letters of Commitment: The offeror shall provide a Letter of Commitment for each proposed Key Person, at the proposal submission due date. To meet this Pass/Fail

criterion, the letter shall be signed by the proposed Key Person and shall state that (1) the proposed Key Person named is employed by the offeror or subcontractor, or has an offer of employment from the offeror or subcontractor that the Key Person intends to accept in the event of an award being made to the offeror; and (2) the proposed Key Person is available and committed to begin work on the Project Start date designated in Section C-10 of the PWS.

- c. Project Management Professional or Equivalent Certification: The proposed PM shall provide a copy of their Project Management Institute (PMI) Project Management Professional (PMP) or Program Management Professional (PgMP) certification which demonstrates that they are currently certified in compliance with the PWS.
- d. Section 508 Compliance: The offeror's written proposal shall include a statement, provided at the time of proposal submission, indicating its capability to comply with Section 508 requirements throughout its performance of this contract in compliance with the Section C, PWS.
- e. Data Elements Assertion: The offeror shall provide an assertion that it will provide each of the data elements under "Initial Entity Registration and Ongoing Monitoring in accordance with Section C-4, Objective 2."
- f. API Technical Specifications: The offeror shall include technical specifications of their API(s), including schemas, data dictionary, and other applicable information, which could be used by the offeror in performance of the Section C-4, Objective 6 of the PWS.
- g. SAM Data Rights: The Offeror shall assert that the federal government has unlimited rights in perpetuity to data entered in SAM by entities during the registration process and any entity reporting process in accordance with Section C-13 of the PWS.

Demonstration of Technical Capability

Factor 1 Operational Capability Demonstration

The GSA Contracting Officer will schedule the operational demonstration session with the authorized negotiator or the signatory of the SF 33 after receipt of offeror's proposal and following a determination that an offeror has met each of the Pass/Fail elements listed in Section M.

In this factor the offeror will demonstrate the functional capability to systematically provide the specific technical requirements under Section C-4, Objectives 1, 2 and 3 of the PWS. The offeror will perform a live exercise through an online meeting space to demonstrate to the Government the offeror's capability to provide complete and timely entity data in accordance with the Section 4, Objectives 1 and 2 of the PWS through automated means. Additionally, the offeror will demonstrate their capability to provide an organizational hierarchy in accordance with Section C-4, Objective 3 of the PWS.

During the exercise, the Government will provide a file with the name and physical address of 15 entities to the offeror. The file will contain a mix of entities of different sizes (small or large), different locations (domestic or international), and different organizational structure complexity to test the scope of the offeror's coverage. The offeror will have two (2) hours to perform a live demonstration of their technical approach to validate the entity information as defined in Section 4, Objectives 1 and 2 of the PWS and generate an organizational hierarchy as defined in

Objective 3 of the PWS. Capability will need to be demonstrated by showing the input of data into the offeror's APIs and the API responses or the data table query (entity hierarchy only). The offeror may use either a production or test environment for the demonstration, the test environment data will be evaluated the same as production data for quality purposes. The offeror's demonstration will be recorded and copies of the data results shall be provided to the government at the completion of the exercise.

The government will schedule the meeting and provide the meeting space link as well as a sample data template. The demonstration will be scheduled within 10 business days after the solicitation closing date. The exact location and any other relevant information will be provided when scheduled. Time slots will be assigned randomly and may not be changed or traded. Offerors will be expected to test the meeting space link for functionality prior to the commencement of the meeting. Offerors must avail themselves for participation in the demonstration during the specified time. Offerors will be expected to test the meeting space link for functionality prior to the commencement of the meeting. No recording of OCD shall be permitted by the Offeror. At its sole discretion, the government reserves the right to reschedule an offeror's originally scheduled meeting.

Each offeror will be given the opportunity for only one reset if there is a system crash or utility failure demonstrated to be outside of the offeror's control. The government will require the demonstration be repeated within 1 business day of the scheduled demonstration.

Part 1 - Written Proposal Contents: Demonstration of Technical Capability

Part 1 should include:

- Content Outline
- A brief introductory statement or executive summary of the proposal contents, if the offeror so chooses.
- Pass/Fail Elements listed as a-g above
- Disclosure of whether the contractor intends to utilize any proprietary data or software in accordance with Section H.
- Disclosure of whether contractor is licensed to utilize any data, if it does not itself own. Note: This would apply to the Operational Capability Demonstration described in this Section L and post-award.
- Information that describes technical approach, methodology and demonstrates by providing thorough and convincing evidence that the offeror can meet each of seven (7) the performance objectives and subobjectives in Section C-4, Objectives 1-7 of the PWS and provides quantifiable data, technical specification information or sample documentation supporting the methodology(s) described. This information should include the offeror's relevant experience supporting programs of similar size, scope and complexity.

- Describe offeror's process for identifying and resolving data accuracy issues such as mismatch and validation errors.
- The offeror's proposed Service Level Agreement (SLA), Section J - Attachment 2 with the "Contractor Standard Performance Level" (column F) completed. Column E shall represent the Government's Target Minimum for each identified performance standards, which is the minimum standard that the offeror shall meet. Column F shall be completed by the offeror and represents the minimum levels of performance that the offeror agrees to meet, which may exceed the Government's Target Minimum in Column E of the SLA.
- The offeror shall provide its proposed approach for managing information security, personally identifiable information, and other sensitive information. The offeror shall provide information on its response and corrective action taken in cases where information security risks occurred such as breaches, hacks or similar have occurred.
- The offeror shall submit a statement on its approach for completing the IT Security Plan, security authorization, and other requirements in accordance with GSAR clause 552.239-71, Security Requirements for Unclassified Information Technology Resources. The offeror shall address how it will provide increased performance given heightened security concerns.
- The offeror shall describe and substantiate how it is able to authenticate and associate users who wish to conduct actions on behalf of an entity with the EVS provider as described in Section C-4, Objective 4 of the PWS.
- The offeror shall provide a Draft Transition-In Plan that addresses the requirements in accordance with Section C-4, Objective 5 of the PWS.
- Clearly identify all data elements or other information or materials, to include deliverables to be provided to the Government under this contract, which the offeror intends to provide with limited or restricted rights (as such terms are defined in the FAR 52.227-14).
- The offeror's approach for providing program management support, process management and control, organizational structure, project status and cost reporting, program metrics, handling lines of authority and communication and problem resolution. Discuss how contractor personnel will be held accountable for performance and will manage personnel changes and personnel security requirements.
- Information that demonstrates that the offeror has sufficient and appropriate resources to manage and perform the work. This should include the offeror's draft project staffing plan for the proposed solution. Offeror's shall provide a resume for each key personnel identified in the Section C-8 of the PWS. If the offeror will use subcontractors to assist in fulfilling this requirement, those subcontracting agreements should be substantiated by providing a dual signed copy of such an agreement.
- The offeror's internal control measures and approach to ensuring quality control in

meeting the performance objectives and how it ensures data accuracy throughout its processes. Offeror shall provide a draft Quality Control Plan in accordance with Section G-4.

NOTE: Section M – Evaluation Factors for Award - of this Solicitation stipulates how the Government will perform the technical evaluation and identifies the kind of information it will be looking for in the proposal to perform the evaluation. It is incumbent on the offeror to furnish the information needed for the evaluation.

Part 2- Past Performance

Past Performance should include:

- Information about three (3) current or past projects (those completed no more than three years ago) that/are, or have been, performed by the corporate entity proposing to perform this work. Each individual project should be similar in size, scope, and complexity to the requirement described in this solicitation.
- The blank Past Performance Questionnaire (PPQ) - Attachment 5 is included in the solicitation. Past Performance Questionnaire, Attachment 5 is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal.
- Offeror shall ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with offeror's proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment 5), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Ms. Julie Green, via email at julie.green@gsa.gov prior to proposal closing date.
- The information shall include --
- A statement describing any of its contracts that were terminated for default or cause or for which the offeror was cited for non-compliance with federal contract terms and conditions and describe the circumstances of the termination or non-compliance citation and resolution. The statement shall not exceed two (2) pages, per contract.
- If subcontractors (at any tier) are proposed, information about one current or past project (completed no more than three years ago) for each proposed subcontractor. Except for the fact that only one project per subcontractor is requested, the subcontractor submission requirements are the same as those required of the offeror under this Part 2 – Past Performance.
- Client references may be contacted to substantiate quality of work, timely delivery, ability to control costs, and quality of business relations.

Part 3– Price Proposal

Open Market Pricing

For proposal purposes, offerors must enter their prices into the Schedule of Items/Services and Prices in Section B of this solicitation, under Section J, Attachment 1. The Government will use the total estimated price for each of the all five years of contract performance when performing its evaluation of proposals and making its “best value” award decision. Therefore, the proposal, to be accurate, must reflect the total estimated ceiling price to deliver the entire Government estimated level of effort. The price proposal shall list proposed labor categories, labor hour, labor rates with their respective total amounts, and if applicable any incidental materials and travel prices. Offerors should complete the Schedule of Items/Services and Prices table at the end of Section B for this purpose.

If applicable, the following documents shall be provided in the Price Volume:

- Teaming Agreements, Subcontracting Agreements with Approvals
- Small Business Subcontracting Plan (Attachment 6 provides a Model Subcontracting Plan Template that offeror may use to prepare its Small Business Subcontracting Plan.

Note: The solicitation includes an editable MS Word or Excel version of Section B for ease in entering prices.

Labor Category Cross-referencing

If the offeror’s standard labor categories are different than those generic categories shown in the Schedule of Items/Services and Prices (Section B), the offeror may provide a table that cross references the Government labor category names with those of the offeror’s labor category names. Upon request, the Government will use the offeror’s labor category names in any resulting contract.

Pricing Assumptions

Proposals shall include all assumptions made by the offeror in arriving at the proposed price.

Labor Rates

Fixed labor rates shall include: (1) the cost of labor, including all employee monetary benefits, (2) all applicable supporting and/or overhead costs, (3) all applicable company General and Administrative costs, and (4) may include embedded discounts.

Reimbursement of Costs for Customer Support (helpdesk) Services

For Time and Material Task CLINs only, the Contractor shall be reimbursed based on the agreed upon rate per contact set forth in Section B. The contractor’s proposed rate per contact shall include all estimated costs including labor hours expended, tools, ODCs, travel, indirect cost elements, profit, etc associated with providing customer support interaction.

Travel

If applicable, when travel is pre-approved by the government, travel costs will be reimbursed in accordance with the terms and conditions stated in this contract and in the Federal Travel Regulation. Travel will be reimbursed at actual cost up to the ceiling stipulated in the Schedule of Item/Services and Prices.

L.9 Proposal Format and Restrictions

Submission Format

- The proposal shall be prepared and submitted in electronic format. All word processing documents/files shall be written in Microsoft Word format with all external objects embedded (not linked) OR in portable document format (.pdf). All spreadsheet documents/files shall be written in Microsoft Excel format. *[Note: This stipulation is for compatibility with government software and is not an endorsement of Microsoft Corporation or its products.]*
- Multimedia files will not be accepted, e.g., QuickTime or Windows Media Player, RealPlayer, etc.
- The offeror is not required to submit hard copies of the proposal or any attachments.

Page Formatting

Each page shall conform to the following:

- **Page Margin.** No less than 1" on top, bottom, and sides
- **Font.** No smaller than 11 point Arial or 12 point Times New Roman.
- **Spacing.** No less than single spacing.

Page Limitations

- The government has limited the size of proposals to reduce burden on the evaluation team. These limitations are set forth in the Proposal Page Limitations Table, below. Pages in excess of the limit may not be read or included in the evaluation. These limitations apply to both electronic versions and/or hard copy (if requested) of the proposal.
- A page is defined as follows: Printing on one side of a standard letter size 8.5 x 11 inch sheet of paper or "letter size" electronic page. If text is printed on both sides of a hard copy sheet of paper it is considered to be two pages. Fold-out hard copy or "legal size" electronic sheets may be substituted for "letter size" sheets provided they are used for charts and diagrams, only.

Proposal Page Limitations

Volume/ Section Name	Maximum Pages
Part 1- Technical	Technical - no more than thirty (30) pages
Part 2 - Past Performance	Past Performance - One Completed Past

	Performance Questionnaire (PPQ) per each referenced project - No page limit
Part 3 – Price Proposal	No page limit

Page Limitation Exceptions

Exceptions to the volume/section name page limitation restriction identified above are as follows, but specific individual documents may be subject to document specific page limits indicated as follows:

- Front Cover Page and Back Cover Page, provided no proposal information appears other than identifying information such as the offeror's name, offeror's contact information, project title, solicitation number, date of preparation, and company logos.
- Section Tab/Separator Pages, provided no proposal information appears on the page other than Section Name/Number.
- Table of Contents.
- List of Tables.
- List of Figures.
- Pages intentionally left blank.
- Compliance matrix, should the offeror choose to furnish one
- Data results generated by offeror during completion of the Operational Capability Demonstration
- Draft API Technical Specifications
- Draft Transition Plan (**no more than 20 pages**)
- Service Level Agreement
- Draft Staffing Plan (**no more than 10 pages**)
- Individual employees' resumes for each Key Personnel
- Draft Quality Control Plan (**no more than 20 pages**)
- Past Performance Questionnaires
- Statement describing any of its contracts that were terminated for default or cause or for which the offeror was cited for non-compliance under Past Performance (**no more than 2 pages/contract**), if applicable
- Compliance matrix, should the offeror choose to furnish one.
- Organizational Conflict of Interest Mitigation Plan, if applicable
- An Appendix containing stand alone supporting documents, warranties, user guides, etc, if applicable
- Teaming Agreements, Subcontracting Agreements with Approvals, if applicable
- Subcontracting Plan, if applicable

L.10 Modifications to the Proposal

Should it be necessary to make revisions and/or updates to a proposal, the electronic version shall be re-submitted in its entirety with the corrections noted. Revisions and/or updates to hard copy versions may be made by submitting, as a minimum, the full page on which the revision or correction is made. Note: Revisions and/or updates will be only be accepted if the Contracting Officer opens discussions.

L.11 Proposal / Quotation Submission Instructions

ITSS/ASSIST Registration Requirement

Although this requirement is being solicited through the Government E Portal, FedBizOpps, offerors must submit proposals through the GSA Information Technology Solution Shop (ITSS) procurement portal (web.ITSS.gsa.gov) under the solicitation number noted above. The contract will be awarded and administered through the GSA ASSIST system. **Offerors must register and submit their proposal/quote in ITSS prior to the due date for Government receipt of proposals/quotations to be considered for award.** If your company is not registered in the ITSS system, you must register to submit your proposal prior to the proposal due date of this solicitation. Instructions for registering are provided on the web site (web.ITSS.gsa.gov). Additionally, phone technical support for ITSS is available by calling toll free 877 / 243-2889 and following the prompts (currently press #2 for registration).

Intention to Quote (IMPORTANT!!)

Once registered in ITSS, offerors intending to quote must contact the Contracting Officer or COR and provide the company name and contact person **as it appears on the GSA ITSS registration**. This step is necessary to activate the ITSS RFQ screen in the name of your company so your quote can be submitted.

Submission

Offerors shall submit proposals electronically through the GSA ITSS system. The GSA ITSS system allows offerors to provide information in text boxes and attach proposal documents. Proposals must be received by the date and time specified in the FedBizOpps solicitation announcement to be considered.

GSA/ITSS Attachment Restrictions

Proposals or quotations submitted to ITSS, as attachments, must conform to formats compatible with Microsoft Office software (i.e., MS Word, MS Excel, etc) with all external objects embedded (not linked) or Portable Document Format (.pdf). *[Note: This stipulation is for compatibility with government software, only, and is not an endorsement of Microsoft Corporation, Adobe, Inc., or other manufactures of compatible software or of their products.]* Multimedia files will not be accepted, e.g., QuickTime or Windows Media Player, RealPlayer, etc. ITSS/ will accept attachments up to 2MB in size, each.

L.12 Proposal Retention

In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals.

L.13 Proposal Preparation Costs

This RFP does not commit the Government to pay any cost for the preparation and submission of a proposal(s) or other response to this request. In the event discussions and/or oral presentations are held, the Government will not reimburse contractors for expenses associated with discussions and/or oral presentations.

L.14 Proposal Privacy

Information received by the Government, from vendors, in response to this solicitation that is subject to the Privacy Act shall be used in complete accordance with all rules of conduct as applicable to Privacy Act Information.

L.15 Requests for Changes, Clarifications or Additional Information

The Government Contracting Officer is the offeror's single point of contact for questions, clarifications, comments, and additional information regarding this solicitation. **ADDRESS ALL QUESTIONS REGARDING THIS SOLICITATION TO THE CONTRACTING OFFICER BEFORE PROPOSALS ARE DUE.** Answers to questions will be provided to potential offerors giving due regard for the proper protection of proprietary information.

Additionally, no representative of the vendor or the Government is authorized to negotiate or otherwise change the terms and conditions of this solicitation, or enter into any additional agreements regarding this solicitation without the written approval of the Contracting Officer.

Address correspondence to –

General Service Administration, Federal Acquisition Services Region 5
Attn: Ms. Julie Green
230 South Dearborn, Ste 3500
Chicago, IL 60604
Office Phone: (312) 353-7036
julie.green@gsa.gov

Answers to questions will be provided to potential offerors giving due regard for the proper protection of proprietary information.

Information concerning this solicitation or requests for clarification will not be provided in response to offeror-initiated telephone calls. All such requests shall be made in writing and submitted to the above postal or email address. Questions shall identify the specific area of the solicitation in which clarification is desired. All questions and answers shall be provided to all prospective offerors by the Contracting Officer. Sources of questions will not be identified.

Prospective offerors are cautioned against discussing the preparation of proposals or questions related to this acquisition with Government personnel except the Contracting Officer. The circumstances of such a contact, when verified, could result in disqualification of the offeror's proposal. Discussions with Government personnel concerning the specifications, the documents incorporated by reference, pricing, or any other proposal matters are strictly forbidden.

The Government intends to award a contract to the firm that offers the best value to the government. Technical and price proposals, as revised, will be incorporated into the contract award by reference. A written notice of award or acceptance of an offer executed in the GSA ITSS system, mailed, or otherwise furnished to the successful offeror within the time for

acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

L.16 Debriefings

Pre-award debriefings and post-award debriefing may be requested and will be conducted in accordance with the provisions of FAR 15.505 and FAR 15.506, respectively. The Contracting Officer will schedule debriefings as soon as practicable after a request is received.

L.17 Representations and Certifications

The government shall rely on the offeror's Representations and Certifications, as provided in the System for Award Management (SAM). See Section K.

L.18 Questions and Requests for Clarification

Offerors who have questions or who are seeking clarifications regarding any part of this solicitation are encouraged to do so at their earliest convenience, but in any event, not later than **11 days** before proposal are due. The Government will post responses on FedBizOpps. Requestors will not be identified in the Government's response.

L.19 Amendments to Solicitation

If Amendments to the solicitation are issued, they will be posted on FedBizOpps.

L.20 Discussions

While the Government intends to make an award without discussions, the Government reserves the right to hold discussions with offerors in the competitive range. If held, discussion may be conducted in orally or in writing. If discussions result in a change to the offeror's proposal, the offeror shall submit a revised proposal, in writing, at a time mutually agreed upon by the parties.

L.21 Funding

Should adequate funds be unavailable to fully fund this contract, the government will incrementally fund the contract. Appropriate limitation of funds provisions are included in this contract or will be included in the task order to protect the interests of both the government and the contractor.

L.22 Minimum Proposal Acceptance Period

Proposals or quotation allowing less than 90 calendar days for Government acceptance and contract/order award may be rejected as unacceptable.

Offerors allowing insufficient time for proposal acceptance by the Government will be asked to extend the proposal acceptance period. Failure of an offeror to grant an extension will render a proposal ineligible for award if the Government is not able to make an award before the proposal period expires.

L.23 Notice About Releasing Proposals

At this time, the Government does not intend to utilize any non-government technical advisors to evaluate proposals. Should the Government use non-government technical advisors to evaluate proposals, these advisors will be required to execute a GSA a "Conflict of Interest Acknowledgment and Nondisclosure Agreement." Offeror's will be notified and given the opportunity to disclose any potential or actual Organizational Conflict of Interest.

L.24 Notice About Quantities

For Time and Material contract line items, the total item quantities stated in this solicitation are the estimated ceiling quantities. They are provided for proposal evaluation purposes only. These quantities are based on best available information regarding the total expected level of effort needed to perform work during the life of this contract. Additionally, during the life of this contract, should the ceiling quantity in any individual contract line item be insufficient to fill requirements, the Government may modify this contract to increase the ceiling of that line item, within authorized limits. Neither this solicitation, nor the resulting contract, makes any guarantee, either explicit or implied, that the Government will procure those ceiling quantities during the life of this contract.

L.25 Subcontracting Plan (only applicable to large businesses)

Because of the size, scope, and magnitude of this acquisition (i.e. exceeding \$700,000.00), the Government anticipates that this procurement has the potential to provide subcontracting opportunities for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. **Large business offerors are required to submit a subcontracting plan, in accordance with FAR Clause 52.219-9, Small Business Subcontracting Plan, which is incorporated into this solicitation and contract by reference, and the following General Services Administration Contracting Manual (GSAM) provisions.** This plan shall be provided to the Government at the time of proposal submission and is subject to negotiation by the CO. At award, the plan will be included in the contract. Through the plan, the offeror shall demonstrate compliance with the requirements of 15 U.S.C. 637 d (8) and Subpart 19.7 of the FAR and both the commitment and capability to meet the Government's goals for participation of small business, small disadvantaged businesses, women-owned small business, HUBZone small business, service disabled veteran owned small businesses.

NOTE: The Subcontracting Plan shall contain a separate part for the basic contract. The Subcontracting Plan may be a corporate/commercial or an individual plan for this contract. Subcontract award data that is reported by prime contractors/subcontractors shall be limited to awards made to their immediate subcontractors. Credit cannot be taken for awards made to lower tier subcontractors.

Small Business Program Legend

Total Small Business: Total Awards to Small Businesses (includes awards to EDWOSB, WOSB, SDB, HUBZone, Service Disabled Veteran-owned, and Veteran-owned)

Small Disadvantaged Business: Total Awards to Small Disadvantaged Businesses.

<p>Woman-owned: Total Awards to Small Woman-owned Businesses HUBZone: Total Awards to Certified Firms Located in Historically Underutilized Business Zones (HUBZone) Service Disabled Veteran-Owned (SDVOSB) Total Award to Small Business owned and controlled by Service Disabled Veterans</p>

See Attachment 6 – Model Subcontracting Plan Template

L.26 Notice to Offerors of Subcontracting Plan Requirements (GSAM 552.219-71)

As prescribed in [519.708-70\(a\)](#), insert the following provision:

Notice to Offerors of Subcontracting Plan Requirements (Oct 2016)

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. The plan must demonstrate a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

(End of provision)

L.27 Preparation, Submission, and Negotiation of Subcontracting Plans (GSAM 552.219-72)

As prescribed in [519.708-70\(b\)](#), insert the following provision:

Preparation, Submission, and Negotiation of Subcontracting Plans (Oct 2016)

(a) When submitting a subcontracting plan in accordance with FAR 52.219-9, the offeror shall submit a subcontracting plan with its initial offer. The subcontracting plan will be negotiated concurrently with price and any required technical and management proposals, unless the offeror submits a previously-approved commercial plan.

(b) Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits. The General Services Administration (GSA) expects that an offeror's subcontracting plan will reflect a commitment to assuring that small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns are provided the maximum practicable opportunity, consistent with efficient contract performance, to participate

as subcontractors in the performance of the resulting contract. An offeror submitting a commercial plan can reflect this commitment through subcontracting opportunities it provides that relate to the offeror's production generally; i.e., for both its commercial and Government business.

(c) GSA believes that this potential contract provides significant opportunities for the use of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors. Consequently, in addressing the eleven elements described at FAR 52.219-9(d) of the clause in this contract entitled Small Business Subcontracting Plan, the offeror shall:

(1) Demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns in performing the contract.

(2) Include a description of the offeror's subcontracting strategies used in any previous contracts, significant achievements, and how this plan will build upon those earlier achievements.

(3) Demonstrate through its plan that it understands the small business subcontracting program's objectives and GSA's expectations, and it is committed to taking those actions necessary to meet these goals or objectives.

(d) In determining the acceptability of any subcontracting plan, the Contracting Officer will take each of the following actions:

(1) Review the plan to verify that the offeror demonstrates an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the program and has included all the information, goals, and assurances required by FAR 52.219-9.

(2) Consider previous goals and achievements of contractors in the same industry.

(3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns.

(4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

(e) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

(End of provision)

As prescribed in [519.708-70\(b\)](#), insert the following provision:

L.28 Goals for Subcontracting Plan (GSAM 552.219-73)

As prescribed in [519.708-70\(c\)](#), insert the following provision:

Goals for Subcontracting Plan (June 2005)

(a) Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits.

(1) The General Services Administration's (GSA's) commitment to ensuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate as subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the offeror's subcontracting plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small Business Subcontracting Plan.

(2) In addressing the eleven elements described at FAR 52.219-9(d), the offeror shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns in performing this contract. An offeror submitting a commercial plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns that relate to the offeror's production generally; i.e., for both its commercial and Government business.

(3) The subcontracting plan shall include a description of the offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the offeror shall demonstrate through its plan that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.

(b) GSA believes that this contract provides significant opportunities for the use of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors. Accordingly, it is anticipated that an acceptable subcontracting plan will contain at least the following goals:

Small Business	35%
Small Disadvantaged Business	5%
Women- Owned Small Business	5%
HubZone Small Business	3%
Service Disabled Veteran	3%

Owned -Small Business	
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NOTE: Target goals are expressed as a percentage of planned subcontracting dollars.

(c) In determining the acceptability of any subcontracting plan, the Contracting Officer will—

(1) Review the plan to verify that the offeror has demonstrated an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the programs and has included all the information, goals, and assurances required by FAR 52.219-9;

(2) Consider previous goals and achievements of contractors in the same industry;

(3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns; and

(4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

(d) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

(End of provision)

Section M

Evaluation Factors for Award

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M.1 Evaluation Introduction

The Government will evaluate offerors' proposals using the following five (5) steps to determine which firm will provide the best value to the government and highest performance confidence. The evaluation shall cover technical capability, past performance and price. The evaluation will cover, and the award will be based upon, the proposal for the entire contract Period of Performance. The price estimate represents the combined estimated value of all CLINs under this contract during the five year performance period.

Each entire proposal, comprised of a technical, past performance and price component, will be evaluated as a whole as if submitted as one entity, whether submitted by a single vendor, a single vendor with subcontractors, or a team of vendors. An offeror will be considered to have not met a requirement of this solicitation if that requirement is not addressed in the proposal.

M.2 Step 1 - Evaluation of Technical Capability

The following technical capabilities will be evaluated: first on a pass/fail basis. Offeror's that

pass each of these elements will proceed for further evaluation. Factors 1-3 set forth below, are listed in descending order of importance: Operational Capability Determination (Factor 1), Technical Approach (Factor 2) and Management Approach (3).

PASS/FAIL ELEMENTS (TAB X)

A failure on any single Pass/Fail criteria will make the proposal ineligible for award, with no further evaluation of the Technical and Price proposal accomplished by the Government. The offeror shall provide:

- a. Named Key Personnel: Each proposed Key Person shall be named at the time of proposal submission. The offeror shall provide a list of Key Personnel, including position title and name Section C-8 (PWS), Key Personnel, and additional Key Personnel positions, if any). A proposal that states, "To Be Determined" (TBD) for a proposed Key Person, or omits a Key Person, will be rejected by the Government.
- b. Letters of Commitment: The offeror shall provide a Letter of Commitment for each proposed Key Person, at the proposal submission due date. To meet this Pass/Fail criterion, the letter shall be signed by the proposed Key Person and shall state that (1) the proposed Key Person named is employed by the offeror or subcontractor, or has an offer of employment from the offeror or subcontractor that the Key Person intends to accept in the event of an award being made to the offeror; and (2) the proposed Key Person is available and committed to begin work on the Project Start date designated in Section 10 of the Section C - PWS.
- c. Project Management Professional or Equivalent Certification: The proposed PM shall provide a copy of their Project Management Institute (PMI) Project Management Professional (PMP) or Program Management Professional (PgMP) certification which demonstrates that they are currently certified in compliance with the PWS.
- d. Section 508 Compliance: The offeror's written proposal shall include a statement, provided at the time of proposal submission, indicating its capability to comply with Section 508 requirements throughout its performance of this contract in compliance with Section C-7 of the PWS.
- e. Data Elements Assertion: The offeror shall provide an assertion that it will provide each of the data elements under "Initial Entity Registration and Ongoing Monitoring in accordance with Section C-4, Objective 2 of the PWS."
- f. API Technical Specifications Draft: The offeror shall include technical specifications of their API(s), including schemas, data dictionary, and other applicable information, which could be used by the offeror in performance of Section C-4, Objective 6 of the PWS.
- g. SAM Data Rights: The Offeror shall assert that the federal government has full unlimited rights in perpetuity to data entered in SAM by entities during the registration process and any entity reporting process in accordance with Section C-13 of the PWS.

If all criteria listed above Pass/Fail elements are met, then the government will proceed with the evaluation of Factor 1 - Operational Capability Demonstration. Factor 1 is a live demonstration of operational capabilities.

Factor 1 – Operational Capability Demonstration

In this factor the offeror will demonstrate the functional capability to systematically provide the

specific technical requirements under Section C-4, Objectives 1, 2 and 3 of the PWS. The offeror will perform a live exercise through an online meeting space to demonstrate the offeror's capability to validate the information provided by the government in order to assess offeror's ability to provide complete and timely entity data in accordance with the Section C-4, Objectives 1 and 2 of the PWS through automated means. Additionally, the offeror will demonstrate their capability to provide an organizational hierarchy in accordance with Section C-4, Objective 3 of the PWS. Operational Capability Demonstration (OCD) under Factor 1 will be rated on an adjectival basis in accordance with Table 1 below. The adjectival ratings reflect the offeror's ability to provide entity data under:

Section C-4, Objective 2 "Validate information about the Entity and Provide Additional Information on Entity" referred to in this part as the "Data Validation OCD" that is complete, timely, provided through an automated means and of high quality.

Timely is defined as completing the entire demonstration within two (2) hours. Complete is defined as each of the data fields of the OCD are validated as applicable. Automated capability means that offeror shows input of data into the offeror's APIs and the API responses. High quality is defined as having the correct property number, street name or number, U.S. state (as applicable), first 5 digits of U.S. zip codes (as applicable) and country codes with the exception of obvious spelling errors.

Section C-4, Objective 3 "Identity Entity Organizational Relationships" that is complete, timely and provided through electronic means.

Timely is defined as completing the entire demonstration within two (2) hours. Complete is defined as the complete set of entities in the hierarchy of their EVS provider's system related to a given organization. For organizational hierarchy, Offeror must show related IDs or another method that relates all organizations within the organizational hierarchy in a manner that each of the organizational relationships can be generated programmatically. Capability may be demonstrated through API, data table query or other electronic means.

The Government will assess the degree to which the offeror reflects a high degree of quality inherent within the methodologies described and the extent to which it contributes to data reliability and supports timely and accurate entity validations. For purposes of the OCD, distinctions in quality are more important than subtle distinctions in time.

The government will review offeror's information within government database(s) to determine completeness and quality. At the government's discretion, it may further validate the quality of the information provided by the offeror directly with the entities. Offerors will be rated on an adjectival basis in accordance with Table 1 below.

Table 1. Operational Capability Determination (OCD) Ratings	
Rating	Description
Exceptional	Consistently demonstrates a very high degree of (1) entity data completeness, (2) timeliness, (3) quality and (4) the offeror has an automated process via API or electronic means, as applicable. Offeror's approach demonstrates that risk of unsuccessful performance is very low.
Very Good	Frequently demonstrates a high degree of (1) entity data completeness, (2) timeliness, (3) quality and (4) the offeror has an automated process via API or electronic means, as applicable. Offeror's approach demonstrates that risk of unsuccessful performance is low.
Unacceptable	Infrequently demonstrates or does not demonstrate a high degree of any of the following: (1) entity data completeness, (2) timeliness, (3) quality or (4) the offeror does not have an automated process via API or electronic means, as applicable. Offeror's approach demonstrates that risk of unsuccessful performance is high.

Any evaluated factor with a rating of below Very Good will result in a rating of Unacceptable based on the criteria listed above and will not be further evaluated or eligible for award. If the offeror receives either an Exceptional or Very Good rating, then the government will proceed with the evaluation of the following evaluation factors: Technical Approach, Management Approach, and Past Performance that are listed in descending order of importance. Overall, the Government will base its evaluation on the degree to which the offerors describe, demonstrate and substantiate their capabilities. The elements listed under Factors 2 and 3 are not subfactors and will not be separately rated but will be evaluated as a whole to arrive at a factor-level rating.

Factor 2 – Technical Approach

In this factor the Government will assess the degree to which the offeror's knowledge and capabilities will give the Government confidence that contractor performance will be highly successful in all performance objectives and sub-objectives under Section C-4 of the PWS.

To perform this portion of the evaluation, the Government will review the information provided by the offeror related to their understanding of the requirement.

- For each of the PWS objectives and sub-objectives, knowledge and capability will be evaluated on the degree to which the offeror describes their methodology and demonstrates by providing thorough and convincing evidence for

performance of the technical requirements. The Government will evaluate how the offeror's technical approach and analytical techniques will be applied and the extent to which the offeror substantiates its knowledge and capability with quantifiable data, technical specification information or sample documentation supporting the methodology(s) described. The government will assess the offeror's relevant experience supporting programs of similar size, scope and complexity.

- The Government will assess the viability of the offeror's draft technical specifications, API(s) including schemas, data dictionary and other application information, which could use by the offeror in performance of the PWS.
- Assess the degree to which the offeror's process identifies and resolves data accuracy issues such as mismatch and validation errors.
- The Government will assess the offeror's proposed performance standards on the Service Level Agreement (Section J- Attachment 2) to determine the approach and extent to which offeror meets or exceeds the government's target minimum levels of performance.
- The Government will assess the offeror's proposed approach for managing information security, personally identifiable information, and other sensitive information. In cases where information security risks occurred such as breaches, hacks or similar the Government will assess the offeror's response and corrective action.
- The Government will assess offeror's approach for completing the IT Security Plan, security authorization and other requirements in accordance with GSAR clause 552.239-71, Security Requirements for Unclassified Information Technology Resources and how well offeror's approach will comply with IT security requirements in accordance with Federal and GSA policies and procedures, including General Services Administration Acquisition Regulation (GSAR) clause 552.239-71. The Government will assess the degree to which offeror's approach provides for increased performance given heightened security concerns.
- The Government will evaluate the extent to which the offeror is able to authenticate and associate users who wish to conduct actions on behalf of an entity with the EVS provider as described in Section C-4, objective 4 of the PWS.
- The Government will assess the Draft Transition-In Plan approach and the extent to which it provides for a seamless transition in the validation process and minimizes disruption in entity registration and meets other objectives under Section C-4, objective 5 of the PWS.
- The Government will evaluate restrictions, if any, on the Government's data rights. More restrictive terms that impact the Government's ability to use the data as contemplated in this solicitation may be assessed as a weakness or significant weakness.

Factor 3 – Management Approach

To perform this portion of the evaluation, the Government will assess the offeror's proposed management approach. The Government will assess the degree to which the offeror demonstrates management expertise and capability (e.g. the ability to organize and manage resources) and internal control measures to ensure successful execution of the Government's requirements as outlined in the RFP.

Project & Operational Management

In this portion of the evaluation the Government will assess the degree to which the offeror is likely to successfully manage this project by reviewing the offeror's management track record. Information that will assist the Government in performing this portion of the evaluation should focus on the following topics:

- Ability to work collaboratively with other stakeholders and contractors
- Ability to meet cost, schedule, and quality targets
- Ability to manage personnel changes with minimal negative impact to contract performance
- Ability to comply with all personnel security requirements in PWS.
- Responsiveness to change and success in resolving operational issues, problems or challenges.
- Ability to meet customer expectations and accomplish a high level of customer satisfaction.
- Capability to track and manage issues and incidents in a manner that demonstrates a defined and managed process.
- Degree to which the management approach demonstrates transparency and insight into their processes.

Key Personnel and Project Staffing

The Government will assess the degree to which:

- the offeror provides key personnel listed in Section C-8 with the qualifications to perform the PWS.
- the offeror project staffing plan demonstrates the ability to maintain qualified staffing levels in response to changing customer support demands. This evaluation will take into consideration both management practices and hiring capability.
- the offeror demonstrates that the experience of each employee will add value to the project and meet the specific needs of the government.
- the proposed employees have the proper skills and experience for the position to which they are assigned.
- The government will also review detailed information and/or résumés of these proposed key personnel. When performing this evaluation, the Government will focus on the information provided in the résumés and/or personnel narratives that describe the proposed staff members' education and experience qualifications. The evaluation will take into consideration how well the proposed education, experience, and abilities of each staff member are substantiated.

Quality Control Plan and Internal Control Measures

- The Government will assess the offeror's Draft Quality Control Plan and the degree to which the offeror understands its role in performing quality

assessments and quality control and extent to which offeror's quality control process and internal contractor measures will provide superior data that contributes to accurate and timely identification and validation of entities.

Performing the Technical Evaluation

For Factor 2 and 3, Offeror's proposals will be evaluated using an adjectival rating scale in Table 2 below. The technical rating reflects the degree to which the proposed approach meets or does not meet the minimum performance or capability requirements through an assessment of the strengths, weaknesses, significant weaknesses, deficiencies, and risks of a proposal.

Note: Offerors receiving unacceptable ratings for any factor will not be eligible for award.

Table 2. Combined Technical/Risk Ratings	
Rating	Description
Exceptional	Proposal meets requirements and indicates an outstanding approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Very Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Satisfactory	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

M.3 Step 2 - Evaluation of Past/Present Performance

In this step the government will evaluate the Offeror's past performance. Past performance is a measure of how well an Offeror performed on past projects. To do this the government will review the past/present performance information submitted with the proposal (whether submitted by a single or multiple vendors, e.g. prime and subs, or team). Additionally, the government retains the right to supplement any past/present performance information submitted as part of the proposal with information it may obtain from any other reliable source, including its own experience with the offeror or any proposed sub-contractor. Specifically, this includes the use of the Past Performance Information Retrieval System (PPIRS).

Note: Offerors can access their own information in PPIRS at: <http://www.ppirs.gov/default.htm>. First time users will need to register or update their profile in the System for Award Management (SAM) website at www.sam.gov to indicate a past performance Point of Contact and assign themselves a Marketing Partner Identification Number (MPIN), which is required to gain access to PPIRS.

Using the enclosed Past Performance Questionnaire Form (PPQ – Section J - Attachment 6) the government will review the Offeror's three (3) submitted projects that the offeror is currently performing, or performed (at least in part) during the three (3) years preceding the date that proposals are due. If subcontractors are included in the proposal, their single project reference (one for each subcontractor proposed) will also be included in the overall past performance evaluation. The government evaluation will include—

- A review of the completeness of the past performance information provided.
- A determination of recency of tasks performed that are identical to, similar to, or related to the work described in the solicitation.
- A determination as to the relevance of the past work to the current requirement.
- A determination of how well the Contractor met the client's requirements, including the quality of past work.
- Past performance reflects the offeror's approach to client support to include quality control, schedule, management, cost/financial management and security.
- Past performance reflects the degree to which performance was successful for projects of similar size, scope, and complexity.
- A determination of how well the Contractor met delivery or milestone objectives.
- A determination of how well the Contractor controlled costs and met cost projections.
- A determination of whether the Contractor performed in a professional manner and a pattern of cooperativeness and teamwork with the Government.

Performing the Past Performance Evaluation

The overall Past Performance rating will be based on a combination of (1) the offeror's past performance ratings for projects submitted with the proposal and other projects currently documented in known sources and (2) the relevance determination. The Government will evaluate the Offeror's past performance using the PPQ, references noted, the Past Performance Information Retrieval System (PPIRS), and any other known sources not provided by the offeror. While the Government may elect to consider data from other sources, the

burden of providing detailed, current, accurate and complete past performance information rests with the offeror.

Note: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (FAR 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability “unknown” shall be considered to be “neutral.”

When performing this evaluation, the Government reserves the right to disregard minor performance deficiencies revealed during past performance reviews that are not expected to have a material impact on the performance of this requirement.

Offerors who are otherwise eligible for an award but are determined to be ineligible only because of a negative past performance rating, will be given an opportunity to provide a clarification through an exchange with the Government, as provided in FAR 12.206 (which references FAR 15.3 – [15.306(a)(1) and (b)(2)]), before the Contracting Officer makes a final “award” or “no award” decision.

Past performance will be evaluated in accordance with the following rating assessment:

Table 3. Performance Confidence Assessments	
Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

M.4 Step 3 - Non-Price Factor – Level-of-Confidence Score

In this step the government will first combine all the technical capability ratings with the past performance rating to arrive at an overall Non-price Factor Level-of-Confidence score. The non-

price evaluation factors are listed in the descending order of importance: Operational Capability Determination (Factor 1) Technical Approach (Factor 2), Management Approach (Factor 3), Past Performance (Factor 4). Technical capability (Factor 1, 2 and 3) when combined will be considered to be significantly more important than past performance (Factor 4) when arriving at the Non-price Factor Level-of-Confidence score.

M.5 Step 4 - Price/Rate

The Government has provided a Schedule of Items/Services and Prices (see Section B). Offerors shall use this schedule for submitting their prices.

For evaluation purposes, the Government will use the total price offered for EVS services when making its best value determination. The total price shall be based on the sum of all CLINs.

Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- Comparison of proposed prices received in response to the RFP.
- Comparison of proposed prices with the IGCE.
- Comparison of proposed prices with available historical information.
- Comparison of market survey results, if applicable.

NOTE: As part of the evaluation process, the Government reserves the right to normalize (adjust) offered prices (rates) if they are out of balance with industry standard pricing and calculate the total offered price on these normalize prices (rates) to ensure an equitable evaluation.

M.6 Step 5 – Non-Price Factor - Price Trade-off, Best Value Selection

The non-price level of confidence scores will be ranked and then each proposal, along with its respective price, will be assessed against its eligible competitor using a trade-off approach based on the relative risks and benefits of the individual proposals. This trade-off approach will identify the proposal offering the best value to the Government. When making these comparisons, the non-price factor level of confidence will be considered significantly more important than price.

The importance of price will increase if the Offerors' non-price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-price proposal's superiority to the Government. Award will be made to the responsible Offeror whose offer conforms to the solicitation and represents the best value to the Government, price and non-price factors considered.

M.7 Discussions

The Government intends to award a contract to the firm that offers the best value to the government. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The

Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

Should the Government determine that discussions are necessary it will open a period of discussion with all firms in the competitive range.* In this case the Contracting Officer will provide a list of questions to each offeror, tailored to their respective proposal. The offerors must respond to the Contracting Officer in writing. The date and time for receipt of responses will be determined by the Contracting Officer based on the complexity of the questions but will normally not exceed business three (3) days from the date and time the questions are furnished to the offeror. Discussions may be conducted entirely in writing.

* If the government determines that discussions are necessary, the contracting officer may limit the number proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.8 Type of Contract

The Government anticipates awarding a five year combination firm fixed price/time and materials contract resulting from this solicitation.

M.9 Award

The Government intends to award a single contract resulting from this solicitation to that firm offering the best value to the government. Technical and price proposals, as revised, will be incorporated into the contract by reference and will be deemed "other documents, exhibits and attachments" for purposes of FAR 52.212-4(s)(8). A written notice of award or acceptance of an offer executed in the GSA ITSS/ASSIST system within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received from the offeror before award.