

<input type="checkbox"/> <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER W-3-W2-03-SP-P01 001		PAGE 1 OF 139	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER TIRNO-14-R-00007	
7. FOR SOLICITATION INFORMATION CALL: ▶		a. NAME Dianne L. Goosby				b. TELEPHONE NUMBER (No collect calls) 2406138137	
9. ISSUED BY  Internal Revenue Service 6009 Oxon Hill Road, Suite 500  Oxon Hill, MD 20745  Dianne L. Goosby 2406138137		CODE  12163		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR			
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> EDWOSB NAICS: 522320 <input type="checkbox"/> 8(A) SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO Internal Revenue Service 6009 Oxon Hill Rd Oxon Hill , MD 20745 Dianne L. Goosby 2406138137		CODE 15977		16. ADMINISTERED BY Internal Revenue Service 6009 Oxon Hill Road, Suite 500 Oxon Hill, MD 20745		CODE 12163	
17a. CONTRACTOR/OFFEROR To All Offerors		CODE		18a. PAYMENT WILL BE MADE BY  Internal Revenue Service 6009 Oxon Hill Rd Oxon Hill , MD 20745		CODE 15977	
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	SEE SECTION B - PRICING			0.00	EA		
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5). INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

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**STANDARD FORM 1449** (REV. 2/2012)  
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
32a. QUANTITY IN COLUMN 21 HAS BEEN  RECEIVED                      INSPECTED                      ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE  <input type="checkbox"/> <input type="checkbox"/>			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE  <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35.AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  COMPLETE                      PARTIAL                      FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					
38. S/R ACCOUNT NUMBER		39.S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42.a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )		
			42b. RECEIVED AT ( <i>Location</i> )		
			42.c DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

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## **PART I – THE SCHEDULE**

### **Section B**

#### **SUPPLIES OR SERVICES AND PRICES/COSTS**

##### **B.1 NO COST, FIXED CONVENIENCE FEE RATE**

This is a no cost, Fixed Convenience Fee Rate Contract. All fees authorized for use under the terms of this contract **will not** be paid by the Government. “The contractor is liable for all costs related to performance under this contract and the Government **is not** liable for payment of any services provided under this requirement.” The fees designated in Section B, **will not** increase over the life of the contract. However, proposed reductions in fees are subject to approval by the Contracting Officer and can be proposed at any time during the contract period

##### **B.2 CONTRACT PRICING (CONVENIENCE FEE)**

The following CLIN structure is in accordance with the delivery schedule in Section C.7.0 of this Solicitation.

###### **B.2.1 BASE PERIOD - May 1, 2014 through April 30 2015**

The contractor shall provide all personnel, material equipment, and supervision necessary to provide ePayment Services as outlined in the attached performance work statement, including all deliverables, at no cost to the Government.

The Contractor shall not charge an amount that exceeds the fees as set forth in the price schedule as stated below. The Contractor can submit discounts on the credit card fees and the debit card fees through-out the life of the contract. All discounts must be approved by the Contracting officer.

<b><u>CLIN DESCRIPTION</u></b>	<b><u>PRICE</u></b>
0001 Electronic Payments	\$0
0002 Monthly Development Status Reports	\$0
0003 Weekly Transaction Reports	\$0
0004 Monthly Transaction Reports	\$0
0005 Chargeback Reports	\$0
0006 Exception Handling Reports	\$0

0007 Ad Hoc and Incident Reports	\$0
0008 Findings and Marketing Reports	\$0
0009 Project Plan Work Breakdown Schedule	\$0
0010 Network Design and Architecture Schematic	\$0
0011 Process and Data Flow Schematic	\$0
0012 Funds Settlement Timeline	\$0
0013 System Development Life Cycle Plan	\$0
0014 Test Plans, Test Cases, and Test Results	\$0
0015 Functional Requirements/User Interface Documentation	\$0
0016 Scripts/Call Flows/Screen Shots/Business Rules	\$0
0017 Capacity Analysis	\$0
0018 System Security Plan	\$0
0019 Configuration Management Plan	\$0
0020 Disaster Recovery Plan	\$0
0021 Incident Response Plan	\$0
0022 Risk Assessment Plan	\$0
0023 Security Awareness Training & Education Plan	\$0
0024 Information Security Policy	\$0
0025 Acceptable Use Policy	\$0
0026 Plan of Action and Milestones	\$0
0027 Debit Card Fee	\$ _____
0028 Credit Card Fee	% _____
<b>Total Debit and Credit Card Fees</b>	_____

*NOTE: The Base Year of the contract consists of an eight month transition period; the remaining four (4) months include collection of credit and debit card collection fees.*

*Note: Convenience Fees - If a fee is charged, the Contractor shall charge a convenience fee that minimizes cost to the taxpayers.*

*Based on the current transactions fees for the credit card payment transaction, the fee has not exceeded 2.35%, and the debit card payment transaction has not exceeded \$3.95. It is the government's recommendation that the offeror(s) fees are consistent with the current market value for the Base Year and each Option Period. The Contractor shall submit request for fee reductions to the IRS Contracting Officer Representations (CORs) and the Contracting Officer (CO) for review and approval.*

*Offeror(s) shall utilize the following computation to compute their estimate Credit Card and Debit Card fees for the Base Year and all subsequent Option Years, for example:*

- a. The offeror shall take their proposed Credit Card fees (proposed fee could be 2%) and multiply this fee by the governments projected estimate for the Base Year \$2,607,367,314 (see Table 1.4, colum1)  $(2\% \times 2,607,367,314 = \$52,147,346)$  Credit Card Convenience Fee Charge.*
- b. The offeror shall take their proposed Debit Card Flat Rate and multiply this flat rate fee by the estimated Debit Card volume (see Table 1.4 on page 18 for applicable yearly estimated Debit Card volume from column two (2)  $(\$2.23 \times 1,248,057 = \$2,783,167)$*
- c. Offeror shall add the total Credit Card Fees of \$52,147,346 plus the Total Debit Card Convenience Fee of \$2,783,167 = \$54,930,513*
- d. The total for all Credit Card Fees and Debit Card Fees (Base Year and all Option Years (OY) shall be place in **Grand Total of Debit and Credit Card Fees***

### **B.2.2 OPTION 1 - May 1, 2015 through April 30, 2016**

The contractor shall provide all personnel, material equipment, and supervision necessary to provide ePayment Services as outlined in the attached performance work statement, including all deliverables, at no cost to the Government

The Contractor shall not charge an amount that exceeds the fees as set forth in the price schedule as stated below. The Contractor can submit discounts on the credit card fees and the debit card fees through-out the life of the contract. All discounts must be approved by the Contracting officer.

<b><u>CLIN DESCRIPTION</u></b>	<b><u>PRICE</u></b>
1001 Electronic Payments	\$0
1002 Monthly Development Status Reports	\$0
1003 Weekly Transaction Reports	\$0
1004 Monthly Transaction Reports	\$0
1005 Chargeback Reports	\$0
1006 Exception Handling Reports	\$0
1007 Ad Hoc and Incident Reports	\$0
1008 Findings and Marketing Reports	\$0
1009 Project Plan Work Breakdown Schedule	\$0
1010 Network Design and Architecture Schematic	\$0
1011 Process and Data Flow Schematic	\$0
1012 Funds Settlement Timeline	\$0
1013 System Development Life Cycle Plan	\$0
1014 Test Plans, Test Cases, and Test Results	\$0
1015 Functional Requirements/User Interface Documentation	\$0
1016 Scripts/Call Flows/Screen Shots/Business Rules	\$0
1017 Capacity Analysis	\$0
1018 System Security Plan	\$0
1019 Configuration Management Plan	\$0
1020 Disaster Recovery Plan	\$0
1021 Incident Response Plan	\$0
1022 Risk Assessment Plan	\$0
1023 Security Awareness Training & Education Plan	\$0
1024 Information Security Policy	\$0

1025 Acceptable Use Policy	\$0
1026 Plan of Action and Milestones	\$0
1027 Debit Card Fee	\$ _____
1028 Credit Card Fee	% _____
<b>Total Debit and Credit Card Fees</b>	_____

Formula ( See instructions in Section B.2.1, a, b, c, and d to calculate fees)				
Credit Card		Debit Card		
Offeror Credit Card Fees %		Offerors Debit Card Fees \$		
X		X		
Gov't Estimated Usage (see C.1.4, Table 1.4)		Gov't Estimated Usage (see C.1.4, Table 1.4)		
\$\$\$\$\$	+	\$\$\$\$\$	=	\$

### **B.2.3 OPTION 2 – May 1, 2016 through April 30, 2017**

The contractor shall provide all personnel, material equipment, and supervision necessary to provide ePayment Services as outlined in the attached performance work statement, including all deliverables, at no cost to the Government.

The Contractor shall not charge an amount that exceeds the fees as set forth in the price schedule as stated below. The Contractor can submit discounts on the credit card fees and the debit card fees through-out the life of the contract. All discounts must be approved by the Contracting officer.

<b><u>CLIN DESCRIPTION</u></b>	<b><u>PRICE</u></b>
2001 Electronic Payments	\$0
2002 Monthly Development Status Reports	\$0
2003 Weekly Transaction Reports	\$0
2004 Monthly Transaction Reports	\$0
2005 Chargeback Reports	\$0
2006 Exception Handling Reports	\$0
2007 Ad Hoc and Incident Reports	\$0

2008 Findings and Marketing Reports	\$0
2009 Project Plan Work Breakdown Schedule	\$0
2010 Network Design and Architecture Schematic	\$0
2011 Process and Data Flow Schematic	\$0
2012 Funds Settlement Timeline	\$0
2013 System Development Life Cycle Plan	\$0
2014 Test Plans, Test Cases, and Test Results	\$0
2015 Functional Requirements/User Interface Documentation	\$0
2016 Scripts/Call Flows/Screen Shots/Business Rules	\$0
2017 Capacity Analysis	\$0
2018 System Security Plan	\$0
2019 Configuration Management Plan	\$0
2020 Disaster Recovery Plan	\$0
2021 Incident Response Plan	\$0
2022 Risk Assessment Plan	\$0
2023 Security Awareness Training & Education Plan	\$0
2024 Information Security Policy	\$0
2025 Acceptable Use Policy	\$0
2026 Plan of Action and Milestones	\$0
2027 Debit Card Fee	\$_____
2028 Credit Card Fee	% _____
<b>Total Debit and Credit Card Fees</b>	_____

Formula ( See instructions in Section B.2.1, a, b, c, and d to calculate fees)				
Credit Card		Debit Card		
Offerors Credit Card Fees %		Offerors Debit Card Fees \$		

X		X		
Gov't Estimated Usage ( see C.1.4, Table 1.4)		Gov't Estimated Usage (see C.1.4, Table 1.4)		
\$\$\$\$\$	+	\$\$\$\$\$	=	\$

#### **B.2.4 OPTION 3 – May 1, 2017 through 30 April 2018**

The contractor shall provide all personnel, material equipment, and supervision necessary to provide ePayment Services as outlined in the attached performance work statement, including all deliverables, at no cost to the Government.

The Contractor shall not charge an amount that exceeds the fees as set forth in the price schedule as stated below. The Contractor can submit discounts on the credit card fees and the debit card fees through-out the life of the contract. All discounts must be approved by the Contracting officer.

<b><u>CLIN DESCRIPTION</u></b>	<b><u>PRICE</u></b>
3001 Electronic Payments	\$0
3002 Monthly Development Status Reports	\$0
3003 Weekly Transaction Reports	\$0
3004 Monthly Transaction Reports	\$0
3005 Chargeback Reports	\$0
3006 Exception Handling Reports	\$0
3007 Ad Hoc and Incident Reports	\$0
3008 Findings and Marketing Reports	\$0
3009 Project Plan Work Breakdown Schedule	\$0
3010 Network Design and Architecture Schematic	\$0
3011 Process and Data Flow Schematic	\$0
3012 Funds Settlement Timeline	\$0
3013 System Development Life Cycle Plan	\$0
3014 Test Plans, Test Cases, and Test Results	\$0

3015 Functional Requirements/User Interface Documentation	\$0
3016 Scripts/Call Flows/Screen Shots/Business Rules	\$0
3017 Capacity Analysis	\$0
3018 System Security Plan	\$0
3019 Configuration Management Plan	\$0
3020 Disaster Recovery Plan	\$0
3021 Incident Response Plan	\$0
3022 Risk Assessment Plan	\$0
3023 Security Awareness Training & Education Plan	\$0
3024 Information Security Policy	\$0
3025 Acceptable Use Policy	\$0
3026 Plan of Action and Milestones	\$0
3027 Debit Card Fee	\$ ____
3028 Credit Card Fee	% ____
<b>Total Debit and Credit Card Fees</b>	_____

Formula ( See instructions in Section B.2.1, a, b, c, and d to calculate fees)				
Credit Card		Debit Card		
Offerors Credit Card Fees %		Offerors Debit Card Fees \$		
X		X		
Gov't Estimated Usage (see C.1.4, Table 1.4)		Gov't Estimated Usage (see C.1.4Table 1.4)		
\$\$\$\$\$	+	\$\$\$\$\$	=	\$

#### **B.2.5 OPTION 4 – May 1, 2018 through April 30, 2019**

The contractor shall provide all personnel, material equipment, and supervision necessary to provide ePayment Services as outlined in the attached performance work statement, including all deliverables, at no cost to the Government.

The Contractor shall not charge an amount that exceeds the fees as set forth in the price schedule as stated below. The Contractor can submit discounts on the credit card fees and the debit card fees through-out the life of the contract. All discounts must be approved by the Contracting officer.

<b><u>CLIN DESCRIPTION</u></b>	<b><u>PRICE</u></b>
4001 Electronic Payments	\$0
4002 Monthly Development Status Reports	\$0
4003 Weekly Transaction Reports	\$0
4004 Monthly Transaction Reports	\$0
4005 Chargeback Reports	\$0
4006 Exception Handling Reports	\$0
4007 Ad Hoc and Incident Reports	\$0
4008 Findings and Marketing Reports	\$0
4009 Project Plan Work Breakdown Schedule	\$0
4010 Network Design and Architecture Schematic	\$0
4011 Process and Data Flow Schematic	\$0
4012 Funds Settlement Timeline	\$0
4013 System Development Life Cycle Plan	\$0
4014 Test Plans, Test Cases, and Test Results	\$0
4015 Functional Requirements/User Interface Documentation	\$0
4016 Scripts/Call Flows/Screen Shots/Business Rules	\$0
4017 Capacity Analysis	\$0
4018 System Security Plan	\$0
4019 Configuration Management Plan	\$0

4020 Disaster Recovery Plan	\$0
4021 Incident Response Plan	\$0
4022 Risk Assessment Plan	\$0
4023 Security Awareness Training & Education Plan	\$0
4024 Information Security Policy	\$0
4025 Acceptable Use Policy	\$0
4026 Plan of Action and Milestones	\$0
4027 Debit Card Fee	\$ _____
4028 Credit Card Fee	% _____

**Total Debit and Credit Card Fees** \_\_\_\_\_

**Grand Total of Debit and Credit Card Fees** \_\_\_\_\_

**(Note – Grand Total of Debit and Card Fees include the Base Year and all Option Years)**

Formula ( See instructions in Section B.2.1, a, b, c, and d to calculate fees)				
Credit Card		Debit Card		
Offerors Credit Card Fees %		Offerors Debit Card Fees \$		
X		X		
Gov't Estimated Usage (see C.1.4 Table 1.4)		Gov't Estimated Usage (see C.1.4 Table 1.4)		
\$\$\$\$\$	+	\$\$\$\$\$	=	\$

\*\*\*The government has provided estimates of the projected transactions for the Credit Cards and Debit Cards for the next five years (Base year and Four (4) Option Periods). The estimates are only estimates and are subject to change based on actually usage (See C.1.4, Table 1.4 in the Performance Work Statement (PWS). Offeror(s) are advised to pay attention to the **CREDIT/DEBIT ESTIMATED PAYMENT DATA** table, as the perspective credit card dollars increases it is the governments expectation that the credit card fees will decrease. As the debit card volume increases, the governments' expectation is that the debit card fees will decrease.

The government will use the credit and debit card estimates in section C.1.4, Table 1.4 to evaluate the offerors fees for this requirement. Offeror(s) will unitize the designated formula for each prospective option years to compute total debit and credit card fees. The formula will be used to derive at an overall total convenience fee cost for proposal evaluation.

The Contractor will create a test plan (during the base and each option year) to follow, and submit the plan to the Government for approval; the Government will not create the test plan.

## **Section C**

### **DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT**

#### **C.1 PERFORMANCE WORK STATEMENT**

##### **C.1.1 INTRODUCTION**

According to the *IRS 2011 Data Book*, the Internal Revenue Service (IRS) is one of the largest processors of information in the world, collecting more than \$2.4 trillion annually. Transactions include receiving and processing tax-related data, such as individual and business tax returns, information returns, refunds and payments. While some of these transactions are electronic, the IRS still devotes significant resources to convert data provided by its information exchange partners into an electronically processable format.

As described in the IRS Strategic Plan, we are planning to improve service to taxpayers by improving service options for the taxpaying public, facilitating participation in the tax systems by all sectors of the public and simplifying the tax process. This will be accomplished as we increase the scope and accessibility of electronic payment services and simplify the paying experience for all taxpayers. We will continue to launch new and enhanced filing and payment programs to create an environment where electronic interaction is the preferred option for our customers. Electronic payment options will be enhanced allowing for greater flexibility for the taxpayer through more choices. To do so, we will continue to partner with private industry to develop products that will encourage taxpayers to electronically pay estimated and balance due taxes.

Since January 1999, individual taxpayers have been able to electronically pay the balance due on individual tax returns by way of an electronic funds withdrawal or credit card payment. Currently, individual and business taxpayers can pay electronically by authorizing an electronic funds withdrawal (direct debit) from a checking or savings account or through an authorized e-file provider; by credit or debit card using a touch-tone phone or Internet; or by credit or debit card through an integrated e-file and e-pay solution. These payment options are made possible by the Taxpayer Relief Act (TRA) of 1997, which authorized the acceptance of tax payments via any commercially acceptable means.

In the 2015 filing season, credit or debit card payment options for taxpayers could include (1) pay by phone or Internet through service providers; (2) electronically file and pay through service providers who partner with software developers; and (3) electronically file and pay through authorized IRS *e-file* providers and commercial tax preparation software.

### **C.1.2. SCOPE**

The primary objective of this Performance Work Statement (PWS) will focus on expanding the use of electronic payment methods to collect federal tax payments and encouraging taxpayers to use electronic media to interact with the IRS.

NOTE: Automated Clearing House (ACH) is an electronic network for financial transactions in the United States. An ACH product solution will not be considered to be within the scope of this solicitation.

The IRS is seeking to expand the electronic payments initiative through additional partnerships with private industry. To this end, the Government is interested in awarding contracts that will increase the number of credit or debit card payments. The IRS is looking for ways to build upon and expand this initiative to improve service for balance due filers who pay by card to attract others to the program. Expansion shall include payment methods that do not require IRS to receive, process and store paper checks and money orders. This may include, but is not limited to, the acceptance of electronic fund transfers, intermediary conversion of paper checks and money orders to electronic transactions, or credit or debit card transactions.

The Government intends to award at least one, no more than three, non-monetary, zero-dollar contracts in calendar year 2014 for filing season 2015. The resultant contracts will encompass a base period of twelve (12) months and four, 12-month option periods, that may extend the contract period of performance through filing season 2019. These contracts will be for electronic payment services that allow electronic and paper filers to make individual and/or business federal tax payments by electronic means. As described in the Taxpayer Relief Act of 1997, the Secretary of Treasury is authorized to receive internal revenue taxes through any commercially acceptable means. However, the Secretary may not pay any fee or provide any other consideration under any related contracts.

Pursuant to Federal Acquisition Regulation (FAR) Part 12, entitled, "Acquisition of Commercial Items" this requirement as set forth is a "commercial item" acquisition, as defined in FAR 2.101. Therefore, the IRS is seeking proposed solutions that are based upon commercial products that are currently offered in the market place as of the release date of this solicitation and proven approaches.

A brief examination of this definition demonstrates that “commercial item” includes commercial products with minor modifications, installation and other services such as integration, which support commercial items and, combinations of products and services. Also, services offered and sold based on established catalog or market prices are included as are non-developmental items sold competitively to multiple State and local governments. The FAR definition of “commercial item” can be found in Attachment 1, Appendix A.

Integrated e-file and e-pay credit card service provider option is available non-competitively and is outside of the scope of this RFP. Refer to the Credit Card Bulk Provider Requirements document for information on how to become an integrated e-file and e-pay credit card service provider. (Attachment 1, Appendix B)

### **C.1.3. OBJECTIVE**

The IRS is looking for the best solutions for making electronic payment options the preferred method for paying taxes. The IRS is seeking contractor(s) who can identify and provide approaches to move balance due return payments, estimated tax payments, installment payments and other tax forms with related payments to electronic transactions.

The Government is looking for approaches that minimize cost to the taxpayer and ensure privacy and security. Electronic payment options should simplify payment transactions in such a way as to encourage taxpayers to explore other opportunities for electronic exchanges with the IRS. A goal is to communicate that electronic payment options are (1) convenient, safe and secure and (2) a normal outgrowth of the trend in electronic filing and overall e-commerce.

The IRS vision is to improve the taxpayer experience through continuous innovations in taxpayer service and compliance programs. We intend for the taxpayer to make a debit or credit card Web payment by accessing the Contractor’s website through IRS.gov. This process would include clear sequential steps to minimize abandonment, and be a maximum of five steps, clearly showing progress through the steps on each page.

### **C.1.4. BACKGROUND**

During Fiscal Year 2011, the IRS processed more than 234 million returns, including individual income, corporate income, and employment income tax returns. IRS provided nearly 416 billion in refunds to taxpayers and collected 2.4 trillion in federal revenue. IRS provided taxpayer assistance through 319 million visits to IRS.gov and assisted nearly 83 million taxpayers through our toll-free telephone helpline or at walk-in sites. Of the more than 143 million individual tax returns processed, 77% were filed electronically. The data was derived from the IRS 2011 Data Book.

**Table 1.4**

**CREDIT/DEBIT ESTIMATED PAYMENT DATA (FY 2011)**

FORECAST		
FUTURE CONTRACT	Estimated Data	
	1	2
	Credit Cards Only (Dollars)	Debit Cards Only (Volume)
Base Year	\$2,607,367,314	1,248,057
OY1	\$5,015,667,844	2,614,039
OY2	\$5,515,667,844	3,646,039
OY3	\$6,015,667,844	4,368,038
OY4	\$6,515,667,844	4,710,039

**NOTE: Projections for credit cards are calculated differently than debit cards because the convenience fee for credit cards is based on a percentage of the tax liability, whereas the convenience fee for debt cards is based on a fixed flat fee.**

**C. 1.5 CREDIT CARD PROGRAM REQUIREMENTS**

The Contractor shall only submit proposals incorporating any changes to the contract, after the Annual Requirements Review Meeting (Kickoff) through June 30<sup>th</sup> of each year. Refer to chart in C.8 Schedule of Performance.

The Contractor shall be limited to the number of URLs displayed on IRS.gov (section *Pay Taxes by Credit or Debit Card*). No more than 2 URLs are to be promoted in the *e-pay* service providers and fees list, and no more than 1 URL in the integrated IRS *e-file* and *e-pay* list.

The IRS reserves the right to promote the Contractor(s) based on price, user experience, or other factors, or to pick a preferred provider each year and to utilize the preferred provider on IRS.gov and through the call centers.

The Contractor Phase-in period is from 1 May 2014 through 31 Dec 2014. During this period, the Contractor shall adhere to C.2 Mandatory Business Requirements for implementation..

## **C.2 MANDATORY BUSINESS REQUIREMENTS**

**C.2.1** The Contractor shall provide an electronic payment processing service in American English (see **Section H.3, 508/ Web Content Accessibility Guidelines (WCAG)**), which allows taxpayers to make federal tax payments through a convenient, safe and secure means, which will also reduce government costs and improve cash flow to the federal government.

**C.2.2** The Contractor shall provide a system that allows a wide array of taxpayers' (i.e. domestic, international) access for making federal income and business tax payments. All Interactive Voice Response (IVR) and Internet applications are required to provide taxpayers with a unique toll-free number and web address (URL) for the completion of federal payments **only**.

**C.2.3** The Contractor shall exercise best practices and industry standards for preparing and maintaining systems and application documentation. The documentation shall be Section 508 compliant. The Contractor shall provide a detailed narrative on the IT configuration as it applies to the IRS contract. This shall include the type of IT environment being used at the Contractor site, virtual machines, how many and the operating system (if applicable) and all IT assets being used at the site or at remote sites identified in "Alternate Work Locations". The locations shall include servers, workstations, laptops, routers, switches, and virtual environments.

The Contractor shall provide a Capacity Plan, i.e., an assessment of the level of storage and transaction processing capabilities of the computer system/network. The Contractor shall utilize documentation management and defect reporting tools to organize and control systems, applications and documentation changes and track problems from the point of awareness to resolution. The government or government representative will conduct on-site security reviews.

**C.2.4** The Contractor shall settle funds through the Treasury Financial Agent (TFA). All funds must settle within 24 – 48 hours. Refer to section 5 in the Credit Card Bulk Provider Requirements in Attachment 1, Appendix B.

**C.2.5** The Contractor shall provide only guaranteed payments to the Government for federal taxes owed. Funds shall be available in the Contractor's designated bank account one business day after the settlement file is submitted.

**C.2.6** The Contractor shall comply with electronic payment regulations of the Internal Revenue Code, including Treasury Regulations 301.6311-2, Payment by credit card and debit card and any subsequent updates and revisions. Refer to Attachment 1, Appendix C.

**C.2.7** The Contractor shall provide a system that accepts federal income for individuals (i.e. 1040, 1040ES, 4868) and business (i.e. 94X) tax payments including balance due, extension, installment and estimated payments. The IRS reserves the right to increase tax payment types annually. Payments shall be accepted in accordance with written filing season credit card processing periods as defined by the IRS. Refer to the Credit Card Bulk Provider Requirements in Attachment 1 Appendix B.

**C.2.8** The Contractor shall minimize duplicate and erroneous payment opportunities by establishing processes to prevent users from submitting multiple, identical payments and comply with the limits on the number of payments that can be made per taxpayer per tax type in accordance with IRS guidelines. An integrated database that centrally regulates such limitations, independent of the payment channel, shall be used.

**C.2.9** The Contractor shall provide an accuracy rate of 99% or higher for all transmitted transaction data as provided by the taxpayer. This includes accuracy of electronic payment data forwarded to the Service by the Contractor that may be impacted by intermediate actions taken by the Contractor necessary for coding, applying, and transmitting payment data. Any adjustments to transaction files resulting from failure to correctly verify and validate payment information shall be the responsibility of the Contractor.

**C.2.10** The Contractor shall implement systems controls to prevent duplicate payments that could result from multiple transmissions of a settlement file or other errors resulting from the completion and transmission of identical payment transactions. Duplicate payments caused by insufficient system controls will adversely impact the Contractor's accuracy rate.

**C.2.11** The Contractor shall participate in the Annual Requirements Review Kickoff Meeting in accordance with C.8 Schedule of Performance. The Contractor shall provide monthly development status report by the 5<sup>th</sup> day of each month thru the life of the contract (the initial report will be discussed in the Kickoff). The report shall be provided to the Contracting Officer Representative (COR).

**C.2.12** The Contractor shall adhere to government banking regulations regarding debit and credit card rate fees. The Contractor shall inform taxpayers of the dollar amounts of all fees, if any, related to the payment transaction and obtain taxpayers' acknowledgement or acceptance of fees prior to completing any payment transactions. The Contractor shall inform the taxpayer that fees charged are by the Contractor, not by the IRS. The Contractor's proposed method for obtaining taxpayer's acknowledgement or acceptance of fees must be approved in advance by the Government. The Contractor shall provide a privacy policy notice on their system to protect the taxpayer's personally identifiable information.

**C.2.13** The Contractor shall submit payment data files in accordance with the Credit Card Bulk Provider Requirements for transmitting payment data to the Government's TFA. The Contractor shall forward settlement files to the TFA one business day prior to settlement.

**C.2.14** The Contractor shall secure entity validation, in accordance with the Credit Card Bulk Provider Requirements, prior to forwarding settlement files to the TFA.

The Contractor shall establish processes to inform users that an entity (Social Security Number or Employer Identification Number) reject occurred. The Contractor shall exercise due diligence in notifying taxpayers of entity rejections.

**C.2.15** The Contractor shall convert payment transactions to Automated Clearing House (ACH) debit authorizations and settle funds through the TFA. The Contractor shall submit daily, payment detail records or settlement files using the American National Standards Institute (ANSI) X12 Electronic Data Interchange (EDI) 813 transaction set. The TFA will initiate one bulk debit each business day from the Contractor's account, which must be established for this purpose.

**C.2.16** The Contractor shall provide settled funds where the payment transaction date is less than 11 days prior to the settlement date (cards only).

In the event that funds settlement is delayed beyond this period due to a reject condition, such as invalid entity, the payment must be re-initiated and the new payment date submitted for posting.

**C.2.17** The Contractor shall retain transaction logs (i.e. card authorization logs) for 72 months from the date of each transaction. The information in such logs shall include transaction type, date and time, credit card number (if applicable), amount of transaction, and approval/confirmation number. This requirement shall survive the life of this contract, and the Government will have the right to inspect such logs at its discretion. Upon contract expiration or termination, the Contractor shall submit to the Government the transaction logs within three business days in an accessible, readable and usable Microsoft Excel format.

**C.2.18** The Contractor shall, in accordance with C.8 Schedule of Performance, complete any necessary modifications to software, systems, and services in accordance with its commercial business practices to conform to the provisions of Treasury Regulations 301-6311-2 (d)(1). The Government will inform the Contractor regarding any significant changes which shall have an impact on the current contract. Refer to Attachment 1, Appendix C

**C.2.19** The Contractor shall provide a merchant descriptor on the taxpayer's card statement describing the tax payment amount as a unique line item entitled "U S Treasury Tax Payment".

**C.2.20** The Contractor shall provide a merchant descriptor on the taxpayer's card statement describing the transaction fee amount as a unique line item and include the card authorization number.

**C.2.21** The Contractor shall conduct post implementation review of live application including production monitoring, reporting, user/non-user surveys and user free-form comments.

**C.2.22** The Contractor shall provide federal taxpayers 24 hour x 7 days a week access to electronic payment options and networks employed by the Contractor at a rate equal to or exceeding 95% availability on any given calendar day.

This includes the total number of customers successfully accessing the Contractor's electronic transaction network on the first attempt compared to the total number of attempts as well as overall availability.

**C.2.23** The Contractor shall ensure that certain edits and actions are performed to confirm the validity of taxpayer information and ensure that the federal tax payment will be applied accurately and as intended by taxpayers.

**C.2.24** The Contractor shall provide an acknowledgement or confirmation of payment acceptance to the taxpayer. In the event that other companies are subcontracted to participate in the program, the Contractor shall negotiate with the sub-contractors to minimize all fees or surcharges assessed. Refer to C.8 Schedule of Performance.

**C.2.25** The Contractor shall provide taxpayers with confirmation of payment transactions through the payment means used to complete the payment. Refer to C.7.3. An integrated database shall be used, whereby taxpayers may verify all payments through either payment application regardless of input channel.

**C.2.26** The Contractor shall provide taxpayers live and automated customer service including frequently asked questions and problem resolution assistance. The Contractor shall provide clear, concise messaging and consistent treatment. Live customer service assistance shall be available, at a minimum, Monday through Friday, 7:00 am to 7:00 pm, local time.

**C.2.27** The Contractor shall exercise due diligence in notifying taxpayers of entity and payment rejections. Processes and procedures shall be documented and subject to IRS's review and approval.

**C.2.28** The Contractor shall provide a *Funds Settlement Timeline*, detailing payment data flow from transaction authorization to settlement, which will be reviewed and approved by IRS.

**C.2.29** The Contractor shall provide documentation to the Government before the program commences, of application test plans, test cases and test results and certification. Refer to C.8 Schedule of Performance.

**C.2.30** The Contractor shall provide the Transaction Processing Networks Documentation employed in the program and the network's interfaces according to NIST, to the Government before the program commences. Documentation requirements include the System Security Plan (SSP), Risk Assessment, Configuration Management Plan, Contingency Plan/Disaster Recovery Plan, Incident Response Plan, Security Awareness Training & Education Plan, Information Security Policy (ISP), and Acceptable Use Policy (AUP). Configuration control and

management shall be exercised and documented as system and functionality changes occur (refer to C.7.13).

**C.2.30.1** The Contractor shall ensure NIST approved tools are available to routinely monitor and manage network devices, servers, and workstations.

In addition, the Contractor shall have FIPS 140-2 compliant encryption tools to enable the Contractor to securely transmit security-related or performance-related information to the IRS. A list of NIST approved tools may be obtained from the following web site:

<http://nvd.nist.gov/scaproducts.cfm#scaproducts>

**C.2.31** The Contractor shall provide initial and final functional requirements (Refer to C.7 Deliverables and C.8 Schedule of Performance) and user interface documentation to the Government, including but not limited to interactive voice response scripts and call flows, web pages, desktop software input and information screens, application design and architecture schematics describing (a) work processes, business rules, error conditions and data flow from payment initiation through completion and (b) customer service functions and outputs (reports, etc.) for review and approval before the program commences. Once the program commences, subsequent functionality and user interface changes (scripts, web screens, etc.) and the complete user experience including page flow, content, and design is subject to IRS review, revisions and approval.

**C.2.32** The Contractor shall provide incident reports of any material network outages, work stoppages, or other payment processing problems. This includes but is not limited to systemic problems related to authorizing credit on-line and human errors that result in duplicate payments or non-payment. Outages and stoppages in excess of one hour are considered to be material in nature during non-peak processing periods. The Contractor shall also provide, if applicable, a monthly report of transaction requiring exception handling such as payments requiring annual correction due to the entry of an erroneous taxpayer identification number (SSN/EIN) or tax year/tax period. The report shall be provided by the 5<sup>th</sup> day of each month to the COR.

**C.2.33** All outages during peak processing are considered material. Peak processing periods include the seven-day period ending on the 15<sup>th</sup> day of January, April, June, September and October (or the next business day if the 15<sup>th</sup> falls on a weekend or holiday), including any outages outside of the peak periods. The Contractor shall inform the Contracting Officer's Representative (COR) of all incidents within 24 hours of occurrence or awareness, and shall provide an incident report within 5 business days. Incident reports shall include a description of the incident, the cause, number of taxpayers impacted and dollars involved, duration of the incident, and actions taken by the Contractor to remedy the incident.

**C.2.34** The Contractor shall provide to the Government a signed IRS Credit Card Bulk Provider Agreement form. The Contractor shall provide an IRS Annual Credit Card Bulk Provider

Registration form, if applicable. Refer to Section 5 in the Credit Card Bulk Provider Requirements in Attachment 1, Appendix B.

**C.2.35** The Contractor shall provide a Project Plan Work Breakdown Schedule (WBS) using MS Project, MS Word or MS Excel (i.e., using current IRS version), covering the system development life cycle and update the Project Plan WBS when applicable to reflect current task status.

**C.2.36** The Contractor shall utilize and provide a separate test environment from production for system security and functional testing.

The Contractor shall provide a primary and backup transaction processing system and complete necessary contingency planning to ensure that disaster recovery processes include actions to continue transaction processing in the event of unplanned events. Backup systems should be deployed within one hour after the primary system experiences an outage. At the Contractor site, the Contractor shall maintain a full inventory of the IT assets, including serial number so that any lost, stolen, or misplaced equipment may be easily detected referred to C.7.13).

**C.2.37** The Contractor shall comply with technical, procedural and security requirements and controls as defined by the IRS. The Contractor shall meet the IRS requirements for system and data security requirements in the areas of: computer, communications, personnel, physical, procedural, and training. Refer to IRM 10.8 in C.11 Reference.

**C.2.38** The Contractor shall provide necessary systems and data accesses to the Government's representative performing independent verification and validation (IV&V) reviews of system's readiness, including, but not limited to, application functionality testing, and stress testing. In addition, the Contractor is subject to a contractor security review to validate that security controls are in place. Security controls shall be implemented using guidance from the Special Publication (SP) National Institute of Standards & Technology (NIST) 800-53, Recommended Security Controls for Federal Information Systems & Organizations, rev 34 and any applicable IRMs. Refer to IRM 10.8 in C.11.

**C.2.39** The Contractor shall implement systems controls that provide fraud detection and limit fraudulent payment transactions. The system shall have the capability to prevent transactions from certain cards or to certain accounts. The Contractor shall incorporate best practices and industry standards. The Contractor shall inform the Contracting Officer's Representative (COR) of all incidents within 24 hours of occurrence or awareness, and shall provide an incident report within 5 business days.

**C.2.40** The Contractor shall complete **annual** integrated readiness testing with IRS and TFA (includes use of simulated payment data on test systems and production systems). The tests shall cover the Contractor's primary and back-up host sites and ensure readiness to accept transactions as well as forward settlement files from both sites. The contractor shall complete this testing by following the

guidelines in the Credit Card Bulk Provider Requirements in Attachment 1 Appendix B. Refer also to C.8 Schedule of Performance for the anticipated due dates.

**C.2.41** The Contractor shall perform full cycle, live transaction processing (all applications) through the back-up site for a 24-hour period. This will be scheduled annually, coordinated with the TFA and completed prior to January 1<sup>st</sup>.

**C.2.42** The Contractor shall support the need for confidentiality, integrity, and availability of information relating to electronic payment transactions with absolutely no disclosure or use except to the extent authorized by written procedures in the Treasury Regulation 301-6311-2. Refer to Attachment 1, Appendix C.

**C.2.43** The Contractor and their employees who have or could potentially have access to taxpayer information are subject to the Taxpayer Browsing Protection Act of 1997 provisions, section 6103 provisions of the Act and IRS Unauthorized Access (UNAX) briefing requirements. In accordance with the Security Annual Training (SAT) program, all electronic Contractor SAT completion certificates and UNAX forms for the initial on-boarding training (10-day requirement) and annual training, and all questions pertaining to the SAT requirements, shall be e-mailed to [awss.csm.training@irs.gov](mailto:awss.csm.training@irs.gov) or as specified by the COR.

**C.2.44** The Contractor shall maintain the confidentiality of any information relating to Federal electronic payment transactions completed in a single transaction. This includes absolutely no disclosure or use of information collected during this transaction for any purpose other than processing the transaction to the U.S. Treasury. Information collected during the transaction shall not be disclosed or used for any purpose prohibited by law and the Internal Revenue Code. All Federal Tax Information shall be segregated, logically and physically from any other work being handled or processed by the Contractor.

**C.2.45** The Contractor shall actively encourage and promote the use of electronic payment product(s). The Contractor shall provide a Marketing Plan and deliverables that support and facilitate public awareness of IRS *e-file* and electronic payments. The Marketing Plan shall describe planned marketing products and/or tools, targeted audience and the distribution timeline. The Plan shall also describe (1) any planned use of IRS *e-file* key messages and/or logo on marketing products; (2) defined measures for success; and, (3) method for tracking the number of unique taxpayers that pay electronically as a result of marketing products/tools. All marketing products/tools shall be provided to the Government in draft for review and approval at least 3 business days prior to the C.8 Schedule of Performance anticipated due dates. Refer to Section H.1, Public Release of Information. Additionally, the Contractor shall collaborate with the IRS to agree on the Marketing Plan and on measures for success.

**C.2.46** Upon the expiration (or termination) of the Contract, all user interface methods (payment

IVR, customer service IVR and Web) shall be updated to inform taxpayers that the payment services are no longer available and refer taxpayers to the IRS customer service number and web site for assistance. The related messages shall also inform users how to contact the Contractor for problem resolution. The Contractor shall provide draft scripts and web screens for review and approval prior to implementation. The approved messages shall be in effect for a period of no less than 150 days after contract expiration or termination. The IRS will approve any subsequent changes before they are implemented. The requirements to provide problem resolution support to users shall exceed the life of the Contract.

Additionally, during this contract termination process, the Contractor shall provide a shutdown plan that is established and followed to ensure all information and computer generated media is either returned to the IRS and/or sanitized and destroyed using prescribed recommendations in NIST 800-88, Guidelines for Media Sanitization.

**C.2.47** The Contractor is subject to Section 508 of the Rehabilitation Act of 1973 (as amended by the Workforce Investment Act of 1998) and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR Part 1194). The electronic payment processing service shall include applicable accessibility provisions of part 1194 Subparts B, C and D; such as, 1194.22 Web-bases Intranet/Internet Information and Applications and 1194.23 Telecommunications Products in accordance with FAR 39.2.

**C.2.48** The Contractor shall provide Weekly and Monthly Transaction Reports. The reports shall include volumes and dollars for individuals and businesses according to card issuer, as well as, whether these payments were credit or debit transactions. The Contractor shall provide this report in MS Excel (i.e., using current IRS version). Refer to C.7.3.

**C.2.49** The Contractor shall provide a mobile-friendly version of their Web site(s) for tablets and smartphones (e.g., Android, Apple, or other similar devices), and include mobile payments in their strategy and Marketing Plan. Mobile payments shall be broken out separately in weekly and monthly reporting. Refer to C.7.3.

**C.2.50** The Contractor shall allow the taxpayer to make a debit or credit card Web payment by accessing the Contractor's website through IRS.gov. This process shall include clear sequential steps to minimize abandonment, and be a maximum of five steps, clearly showing progress through the steps on each page.

**C.2.51** The Contractor shall provide a Quality Control Plan.

**C.2.51.1 Quality Control** - The Contractor shall be responsible for the quality of products and services provided under the terms of this contract, to include those products and services provided by sub-contractors. The Contractor shall re-perform work that does not meet Contract requirements, unless it is of a nature that re-performance is not possible or otherwise directed by

the COR. Re-performance of work shall not constitute an excusable cause to miss any timeliness standards (e.g., if a report is due the first business day of the month, then the report shall be submitted in final form no later than the first business day of the month). To ensure that the requirements of this Contract are met, the Contractor shall implement an effective Quality Control Plan (QCP) in accordance with FAR 52.246-4, Inspection Services Fixed Price.

**C.2.51.2 Contractor Quality Control Plan** - The Contractor shall develop a proactive QCP for measuring and attaining quality of performance under this Contract. The Contractor shall deliver the QCP with the Contractor's proposal.

The final QCP, incorporating any changes based upon the phase-in period, shall be submitted to the CO for concurrence 10 business days prior to completion of the phase-in period.

The Contractor's QCP shall explain the manner in which the Contractor shall ensure all contract requirements are being accomplished in IAW Contract. A sustaining focus throughout the QCP shall be the attainment of continuous quality improvement. The Contractor's QCP shall emphasize deficiency prevention over deficiency detection.

**C.2.51.3 Performance Evaluation Meetings** - The Program Manager shall meet with the COR and the Government's Representative tester to review Contract performance. Meetings shall include reviews and analyses of key process indicators, analyses of process deficiencies, problem resolution, and positive reinforcement for quality and timely performance of Contract requirements. At these meetings, the COR and the Contractor will discuss the Contractor's performance as viewed by the Government and any problems being experienced. The Contractor shall take appropriate action to resolve outstanding issues. The Contractor and the COR shall make a mutual effort to resolve any and all identified problems.

**C.2.51.4 Evaluation Meeting Frequency** - These meetings will be held weekly with the Contractor during the first 60 calendar days of the Contract base period and thereafter as directed by the COR. The Contractor may also request performance evaluation meetings.

**C.2.51.5 Evaluation Meeting Minutes** – The Contractor shall document all meetings minutes and forward copies to the COR within 2 business day following the meetings.

### **C.3 QUALITY ASSURANCE SURVEILLANCE PLAN**

**C.3.1** In accordance with the FAR 37.604 and 46.401, the contract performance requirements will be evaluated to insure the services conform to the contract requirements; the government will perform the inspection based on the Quality Assurance Surveillance Plan (QASP). The government QASP should be used as one measurement factor in the Contractor's Quality Control Plan as defined in Section C.2.51.2.

**C.3.2** The QASP will be a part of the solicitation for information; however, the QASP will not be a part of the contract. It is anticipated that there will be 100% inspection for all Mandatory

Contract Requirements. The frequencies of inspections and Acceptable Quality Limits (AQL) are listed in the QASP; however, the government may change the inspection frequency and AQL as required to maintain the level of quality assurance requirements. The Contractor will receive a written notice from the CO and COR regarding any changes to the QASP requirements.

**C.3.3** The COR will insure the Contractor is informed regarding the results of all QASP inspections. Depending on the QASP inspection results, the COR may require a meeting with the Contractor's Program Manager to review the Contractor's Quality Control measures.

The COR will refer any decisions to the Contracting Officer for further contractual action as defined in the QASP.

#### **C.4 RESERVED**

#### **C.5 DUTIES AND RESPONSIBILITIES OF THE GOVERNMENT**

The Government's duties and responsibilities during the term of this contract will be to:

**C.5.1** Provide electronic record specifications necessary for funds settlement and posting of tax data related to the electronic payment transactions.

**C.5.2** Provide functional requirements documentation annually, outlining validity checks and processing periods.

**C.5.3** Designate Treasury Financial Agent(s) to act on the Government's behalf for settlement of funds in payment of taxes owed.

**C.5.4** Provide outline of required reports and plan documents – Refer to outline in C.7 Deliverables.

**C.5.5** Provide no monetary consideration (zero-dollar contract) to the Contractor for electronic payment transactions. The contractor will be paid through convenience fees charged to the taxpayer when they use the payment service.

**C.5.6** Process credit card chargeback actions in accordance with the provided IRS Chargeback Procedures. This shall include reimbursing the Contractor for unauthorized or erroneous charges that are substantiated by the cardholder and approved by the Contractor's duly authorized management representative. The Contractor shall have completed and delivered the appropriate IRS chargeback form and supporting documentation to the IRS as described in the procedures. Such chargeback requests shall be processed based on the Contractor's determination of the appropriateness of this action as signified by its authorized claimant's signature. In the event, the IRS notifies the Contractor of duplicate payments that may be subject to chargeback action, it is incumbent upon the Contractor to research the nature of the duplicate payment and timely initiate the appropriate action.

Chargebacks have no effect on the zero dollar contract as the chargeback reimbursement process has to do when the cardholder has established an erroneous or unauthorized charge, and not merely because the taxpayer has made an overpayment and is entitled to a refund.

Chargeback requests received within 150 days of the contract end date will be processed in accordance with the previously established procedures. Refer to IRM 21.4.4 referenced in C.7.4 and C.11.

**C.5.7** In accordance with FAR 42.1502 and 42.1503, the Contractor's performance will be evaluated and input into the Past Performance Information Retrieval System (PPIRS) using the Contractor Performance Assessment Reporting System (CPARS).

**C.5.8** Provide a hyperlink from the IRS Web Site to the Contractor's Web Site. IRS may identify participating partners in its information materials or products. All decisions involving these or other marketing decisions will be solely at the discretion of the IRS.

**C.5.9** The IRS may identify participating partners in its information materials or products.

**C.5.10** The IRS Credit Card Program marketing approach will be addressed annually solely at the discretion of the IRS throughout the life of this contract.

## **C.6 KEY PERSONNEL**

Key personnel are considered to be essential to the performance of the contract. The Contractor's Program Manager is designated as key, and may only be replaced with the approval of the Contracting Officer, in accordance with the terms and conditions of C.6.2, entitled, "All Proposed Substitutes".

### **C.6.1 CONTRACTOR'S KEY PERSONNEL**

The Contractor shall provide a Project Manager, or designated representative, for this contract who shall have the authority to make any no-cost contract technical decisions, or special arrangement regarding this contract. The Project Manager shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager, or designated representative, shall have full authority to act for the Contractor in the performance of the required services.

The Project Manager, or a designated representative, shall meet with the COR to discuss problem areas as they occur. The Project Manager, or designated representative, shall respond within four hours after notification of the existence of a problem.

The Project Manager, or designated representative, shall be able to fluently read, write, and speak the English language. The Contractor shall provide a detailed resume with their proposal.

### **C.6.2 ALL PROPOSED SUBSTITUTES**

The Contractor shall notify the Contracting Officer and COR, prior to making any changes to key personnel. No changes in key personnel will be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel are equal to or better than qualifications of the key personnel being replaced. The Contractor shall provide a detailed resume. All proposed substitutes shall have qualifications equal to or exceed the person being replaced. The CO shall be notified in writing of any proposed substitution at least 15 days or 30 days if a Security Clearance is obtained in advance of the proposed substitution.

## **C.7 DELIVERABLES**

The Contractor shall submit the following deliverables in accordance with C.2 Contract Requirements and C.8 Schedule of Performance. After contract award, the C.7 and C.8 requirement will be discussed during a Contractor and Government Kickoff meeting. Additional meetings may be held based on the Government's requirements; these meetings will be announced to the contractor prior to the meetings dates. The Kickoff meeting formalizes the final content, format, delivery dates, inspection and process flow for C.7 and C.8 requirements **prior** to the Implementation of Electronic Payment Services for Filing Season 2015.

All deliverables shall be submitted electronically. Documentation formatting and contents are subject to inspection, verification and approval by the Contracting Officer's Representative (COR).

**Table 7.0**

### **Deliverables Summary**

<b>Deliverables Summary:</b>
<b>C.7.1</b> Electronic Payments (C.2.1, 2.22)
<b>C.7.2</b> Monthly Development Status Reports (C.2.11)
<b>C.7.3</b> Weekly and Monthly Transaction Reports (C.2.48)
<b>C.7.4</b> Weekly Chargeback Reports (If Applicable) (see C.12 IRM. 21.4.4)
<b>C.7.5</b> Exception Handling Reports (C.2.32)
<b>C.7.6</b> Ad Hoc and Incident Reports (C.2.32)
<b>C.7.7</b> Findings and Marketing Reports (C.2.21)
<b>C.7.8</b> Project Plan Work Breakdown Schedule (C2.35)

<b>Deliverables Summary:</b>
<b>C.7.9</b> Capacity Analysis (C.2.3)
<b>C.7.10</b> System Security Plan (C.2.30)
<b>C.7.11</b> Configuration Management Plan (C.2.30)
<b>C.7.12</b> Risk Assessment Plan (C.2.30)
<b>C.7.13</b> Contingency Plan/Disaster Recovery Plan (C.2.30 and C.2.36)
<b>C.7.14</b> Incident Response Plan (C.2.30)
<b>C.7.15</b> Security Awareness Training & Education Plan (C.2.30, 2.43)
<b>C.7.16</b> Information Security Policy (C.2.30)
<b>C.7.17</b> Acceptable Use Policy (C.2.30)
<b>C.7.18</b> Network Design and Architecture Schematic (C.2.31)
<b>C.7.19</b> Plan of Action and Milestones (POA&M) (C.2.3, 2.38)
<b>C.7.20</b> Process and Data Flow Schematic (C.2.31)
<b>C.7.21</b> Funds Settlement Timeline (C.2.28)
<b>C.7.22</b> System Development Life Cycle (C.2.30)
<b>C.7.23</b> Test Plans, Test Cases and Test Results (including test data output reports) (C.2.8, 2.29)
<b>C.7.23.1</b> Section 508 Test Plan (see C.11)
<b>C.7.24</b> Functional Requirements/User Interface Documentation (C.2.2, 2.6, 2.12, 2.28, 2.31, 2.46, 2.49, 2.50)
<b>C.7.25</b> Shut down Plan (C.2.46)
<b>C.7.26</b> Marketing Plan (C.2.45)
<b>C.7.27</b> Quality Control Plan (.2.51.2)

### **C.7.1 ELECTRONIC PAYMENTS**

The required data fields for each tax payment include (See also, the Credit Card Bulk Provider Requirements document):

- 1 A nine character Taxpayer Identification Number [first social security number (SSN) as shown on the tax return for the year for which the payment applies or the employer identification number (EIN)],
- 2 four character name control (provided to Contractor in the entity validation response file, 824 transaction set),
- 3 payment type,
- 4 tax period ending date (six character date field),
- 5 payment amount,
- 6 payment authorization date,
- 7 daytime telephone number, and
- 8 confirmation number.

### **C.7.2 MONTHLY DEVELOPMENT STATUS REPORTS**

Upon the commencement of initial requirements meeting through the implementation date, the Contractor shall provide monthly development reports by the 5<sup>th</sup> day of each month. The report shall be provided to the COR. The report shall contain the following information:

- 1 Date of report,
- 2 project manager name,
- 3 project manager telephone number, fax number and e-mail address,
- 4 a brief description of the work accomplished, emphasizing the progress made since the last reporting period,
- 5 a description of any unresolved and/or anticipated problems, if any (include schedule impacts),

- 6 an estimate of the percent of work accomplished to date, and
- 7 a statement on the status of the program as it relates to the Work Breakdown Schedule, either confirming that milestones are on schedule or explaining the nature and extent of the pending delay.

### **C.7.3 WEEKLY AND MONTHLY TRANSACTION REPORTS**

The Contractor shall provide weekly and cumulative monthly transaction reports. The reports shall cover the post-implementation progress of the program. Weekly reports shall include all required transactions and cumulative data from Sunday through Saturday. The reports shall be provided no later than 9:00 am Eastern Time on the following Monday. Monthly reports shall be provided by the 5<sup>th</sup> day of each month and include all prior month transactions cumulative data and reconcile any adjustments made during that month. The contractor(s) shall submit all reports in Microsoft Excel format. After contract award the Government will provide the contractor(s) with a template of the report format. The reports shall contain aggregate payment volumes by payment type and dollar amount broken down by the categories listed below. Historical data shall also be provided (if applicable) to compare changes in volumes from the prior year. All reports shall be provided to the COR.

The report shall contain the following information:

- 1 Date of report,
- 2 Period covered,
- 3 Total volume and total dollar amount of transactions by:
  - Web-PC, Web-Mobile/Tablet and IVR
  - Point-of-Sale and Integrated File & Pay, if applicable
  - IRS Form tax type
  - Card Issuer for debit and credit card
- 4 Total number and total dollar amount of successful (authenticated) attempts,
- 5 Average payment amount,
- 6 Largest dollar payment amount,
- 7 Total number of failed (unauthenticated) attempts,
- 8 Reasons for failed (unauthenticated) attempts,
- 9 Total number of abandoned or incomplete transactions,

10 Customer service activity,

11 Report of entity rejects, where the user has provided invalid entity information.

#### **C.7.4 WEEKLY CREDIT CARD CHARGEBACK REPORTS (IF APPLICABLE)**

The Contractor shall provide weekly reports of all credit card chargeback actions identifying the transaction date, dollar amount, action request date, and reason for action. These actions shall be in conformance with chargeback procedures issued by the IRS and meet the definition of chargeback provided by the Contractor and agreed to by the IRS. These reports shall be sent to the designated IRS point of contact (POC) and the COR by close of business each Friday.

Additionally, the Contractor shall be responsible for monitoring for trends or patterns of suspicious activity and reporting this information to the COR. Refer to IRM 21.4.4 in C.11 Reference.

#### **C.7.5 EXCEPTION HANDLING REPORTS**

The Contractor shall provide a monthly report of transactions requiring exception handling such as payments requiring manual correction due to the entry of an erroneous taxpayer identification number (SSN/EIN) or tax year/tax period. The report shall be provided by the 5<sup>th</sup> day of each month to the COR.

#### **C.7.6 AD HOC AND INCIDENT REPORTS**

The Contractor shall provide ad hoc reports as necessary. Ad hoc reports may include but are not limited to reporting information that supports or further defines incident reports where payment transactions are delayed or otherwise impacted. The Contractor shall provide an incident report of any material network outages, work stoppages, or other payment processing problems as described in C.2. The reports shall be provided to the COR.

#### **C.7.7 FINDINGS AND MARKETING REPORTS**

##### **C.7.7.1 Findings Reports**

The Contractor shall provide an *initial* and *supplemental* findings report. A copy of this report shall be provided to the COR and the IRS Senior Manager or his/her designee. The Findings Report shall describe:

- a) The Credit Card Program features
- b) Conduct and findings of the program as they relate to the Contractor's and any subcontractor's performance (including a summary of all payment transactions, special features such as Spanish language, recurring payments and payment reminders, any problems, changes made during the filing season and lessons learned)
- c) Recommendations for improvement including changes to the Contractor's

- and/or IRS processes
- d) Practitioner and/or client feedback including customer satisfaction survey results
- e) Customer service activity based on automated and live assistance provided
- f) Summary of trends or patterns of suspicious activity

The *initial* report shall include activity occurring between January 1 and April 30 (each year). The *supplemental* report shall be submitted which includes a summary of the *initial* report's findings and activity from May 1 through December 31 (each year). Refer to Schedule of Performance for due dates.

#### **C.7.7.2 Marketing Reports**

The Contractor shall provide an *initial* and *supplemental* marketing report in conjunction with the Findings Reports described above. A copy of this report shall be provided to the COR and the IRS Senior Manager or his/her designee. The Marketing Reports shall contain a narrative description of (1) accomplishments; (2) cooperative marketing statistics including the number of unique visits to and from the Contractor's Web site by way of a hyperlink established with the IRS; and (3) measurement of success (for example, number of unique taxpayers that electronically pay as a result of the marketing campaign and special offers). The *initial* report shall include activity occurring between January 1 and April 30 of each year during the life of the contract. The *supplemental* report shall include a summary of the initial report's findings and activity from May 1 through December 31 (each year).

#### **C.7.8 PROJECT PLAN WORK BREAKDOWN SCHEDULE**

The Contractor shall provide a Project Plan Work Breakdown Schedule as described in C.2. This plan shall be delivered to the COR in MS Project, MS Word or MS Excel in a readable and accessible format (for IRS) through electronic mail.

#### **C.7.9 CAPACITY ANALYSIS**

The Contractor shall provide an assessment of the level of storage and transaction processing capability of the computer system/network.

#### **C.7.10 SYSTEM SECURITY PLAN (SSP)**

The Contractor shall provide a System Security Plan (SSP) that describes procedures that address computer and data security. The intent of these procedures is to ensure the integrity, availability, appropriate access, and appropriate use of data and systems within the group. The SSP shall address system integrity, data integrity, access controls, handling of sensitive data (if any), incident reporting, training and continuity of operation. The SSP shall follow the format and

intent of NIST 800-18, Guide for Developing Security Plans for Federal Information Systems, including:

- a. An overview of the security requirements of the system and describe the controls in place or planned for meeting those requirements
- b. Identify responsibilities and expected behavior of all individuals who access the system
- c. Documentation of the structured process of planning adequate, cost-effective security protection for a system

The System Security Plan shall identify and define in detail:

- a. The processing environment (Components of the system, Major application or General Purpose)
- b. All data shall be categorized as moderate risk, unless identified otherwise by the CO
- c. The laws and regulations pertaining to the system (OMB A-130, Privacy Act, etc.)
- d. Identify management, operational, and technical controls
- e. Identify plans for testing the security controls
- f. Procedures for providing access to users
- g. Identify an Incident Response Plan
- h. Identify Security Annual Training
- i. Management commitment and approval (authorization to operate)

**NOTE:**

A secure information system communication ensures that information is protected from unauthorized disclosure or tampering during transit, and ensures that the network communication paths, where IT assets are being used to transmit IRS SBU information, are protected.

The Contractor shall develop, document, disseminate, and review/update policies and procedures every three years or if there is a significant change to ensure adequate information, system, and communications, protection policies are developed and implemented.

**C.7.11 CONFIGURATION MANAGEMENT PLAN**

The Contractor shall develop a copy of the Configuration Management Plan, a description of the process of identifying and defining the items in the system, controlling the change of these items throughout their lifecycle, recording and reporting the status of items and change requests, and

verifying the completeness and correctness of items. Configuration management ensures that organizations are using the correct versions of procedures and processes and that there are formal mechanisms in place to implement new procedures and processes.

Configuration Management Plan should reference the Guide for Security-Focused Configuration Management of Information Systems [sp800-128.pdf](#) for further clarification. At a minimum, the Risk Assessment Plan shall address the following:

- a. Configuration Identification – Baselines established for the project/system, the components and documentation that comprise the system
- b. Configuration Control Procedures – Procedures for controlling the preparation and dissemination of change request to documentation, system components, or software; procedures for considering the impact for the requested modification
- c. Configuration accounting to include audits
- d. Problem reporting and corrective actions to include a back-out plan
- e. A description of the tools, techniques and methodologies used
- f. Management commitment and approval (authorization to operate)

The Contractor shall develop, document, and maintain a current baseline configuration for all IT assets. This inventory shall include all databases, applications, etc. that is being used as part of the baseline configurations for servers, routers, workstations, etc. All baselines shall be reviewed at least annually.

#### **C.7.12 RISK ASSESSMENT PLAN**

Risk assessment controls ensure that risk can be assessed within the organization, and that appropriate mitigation controls can be implemented. The Contractor shall provide an assessment of the vulnerabilities and threats to the organization's information resources and infrastructures in achieving business objectives and deciding what counter measures to take in reducing risk to an appropriate acceptable level.

The Contractor shall use guidance contained in NIST Risk Management Guide for Information Technology Systems [sp800-30.pdf](#). At a minimum, the Risk Assessment Plan shall address the following:

- a. Internal and external threats to the integrity, confidentiality, and availability of systems and data supporting critical operations and assets.
- b. Policies and procedures that are based on the risk assessments associated with the operations and assets for programs and systems that cost-effectively reduce information

security risks to an acceptable level and ensure compliance with prescribed policies and procedures, and applicable requirements

- c. Security awareness training to inform personnel of information security risks associated with the activities of personnel and responsibilities of personnel in complying with agency policies and procedures designed to reduce such risks
- d. Periodic management testing and evaluation of the effectiveness of information security policies and procedures
- e. A process for ensuring remedial action to address any significant deficiencies
- f. Procedures for detecting, reporting, and responding to security incidents, including mitigating risks associated with such incidents before substantial damage occurs, notifying and consulting with the appropriate law enforcement officials and other offices and authorities
- g. Appropriate reporting to proper authorities (IRS or other) of weaknesses and remedial actions
- h. Management commitment and approval (authorization to operate)

### **C.7.13 CONTINGENCY PLANNING/DISASTER RECOVERY PLAN**

The Contractor shall develop a contingency plan and business resumption plan to provide information for how the contractor shall restore business operations and resume business in the event of failed IT assets or the inability to access the facility.

The Contractor shall provide a description of the resources, actions, tasks and data required to manage the business recovery process in the event of a business interruption. The plan is designed to assist in restoring the business process within the stated disaster recovery goals. The Contractor shall use guidance contained in Contingency Planning Guide for Federal Information Systems (Errata Page – Nov. 11, 2010) to develop the plan [sp800-34-rev1\\_errata-Nov11-2010.pdf](#). At a minimum, the DR Plan shall address the following:

- a. The priorities, resources, and procedures necessary to ensure that essential operational tasks can be continued after disruption to a system
- b. Identify the backup site
- c. Scheduled test and results
- d. Management commitment and approval (authorization to operate)

The Contractor shall develop Contingency Plans to address IT and Physical Security planning. These shall identify key business functions provided to the IRS, alternate work

sites, alternate resources, contact information, and identify the Recovery Time Objective (RTO) and the Recovery Point Objective (RPO). The plans shall document the activities associated with restoring all IT assets, including information systems, and applications after a disruption or failure. As part of the CP, an Occupant Emergency Plan shall be included to address occupant safety and security procedures, in the event of an emergency. The plan shall be reviewed and updated as necessary but at least annually.

The Contingency Plans shall be tested at least annually. The Contractor shall develop and test a plan to ensure that operations can be restored.

In the event information shall be recovered, the Contractor shall identify an alternate storage site to retain backup media. All backup data that contains SBU information shall be encrypted.

The Contractor is responsible for providing an alternate site for the storage of backup data. The alternate storage site shall be geographically separated from the Contractor site to enable recovery of operations.

#### **C.7.14 INCIDENT RESPONSE PLAN**

The Contractor shall develop an Incident Response Plan that adheres to IRM 10.8.1. in section C.11.

#### **C.7.15 SECURITY AWARENESS TRAINING & EDUCATION PLAN**

The Contractor shall develop a Security Awareness Training & Education Plan that adheres to IRM 10.8.1. in section C.11.

#### **C.7.16 INFORMATION SECURITY POLICY**

The Contractor shall develop an Information Security Policy that adheres to IRM 10.8.1. in section C.11.

#### **C.7.17 ACCEPTABLE USE POLICY**

The Contractor shall develop an Acceptable Use Policy that adheres to IRM 10.8.1. in section C.11.

#### **C.7.18 NETWORK DESIGN AND ARCHITECTURE SCHEMATICS**

The Contractor shall provide a diagram of the e-payment system of both the primary and back-up sites. The diagram must include all access points, firewalls, routers, switches, hubs, email servers, database servers, IDS, and IPS.

#### **C.7.19 PLAN OF ACTION AND MILESTONES (POA&M)**

For any security reports issued to the Contractor after each annual security site review, including internal independent reviews, the Contractor is responsible for developing a POA&M that identifies corrective actions and/or mitigating controls for any identified vulnerabilities. POA&Ms shall be provided to the COR or delegate quarterly, demonstrating progress made toward weakness remediation.

#### **C.7.20 PROCESS AND DATA FLOW SCHEMATIC**

The Contractor shall provide detailed description of the taxpayer's process when interacting with the e-payment application(s) from beginning to end (acceptance of payment). Describe activities in each step.

#### **C.7.21 FUNDS SETTLEMENT TIMELINE**

The Contractor shall provide a funds settlement timeline which details the path of funds from authorization to ACH debit from bulk account.

#### **C.7.22 SYSTEM DEVELOPMENT LIFE CYCLE**

The Contractor shall provide a description of the stages involved in the information system development project, from an initial feasibility study through maintenance of the completed application.

#### **C.7.23 TEST PLANS, TEST CASES AND TEST RESULTS**

The Contractor shall provide all security and privacy and functional application test plans, test cases and results.

##### **C.7.23.1 SECTION 508 TEST PLAN**

The Contractor shall adhere to the 508 Test Plan. Refer to Section 508 - Applicable Provisions and Testing Documents (see Section H 3).

#### **C.7.24 FUNCTIONAL REQUIREMENTS/ USER INTERFACE DOCUMENTATION**

The Contractor shall provide all necessary functional requirements/user interface documentation as stated in this contract.

#### **C.7.25 SHUTDOWN PLAN (C.2.46)**

Upon the expiration (or termination) of the Contract, all user interface methods (payment IVR, customer service IVR and Web) shall be updated to inform taxpayers that the payment services are no longer available and refer taxpayers to the IRS customer service number and web site for assistance. The related messages shall also inform users how to contact the Contractor for

problem resolution. The Contractor shall provide draft scripts and web screens for review and approval prior to implementation. The approved messages shall be in effect for a period of no less than 150 days after contract expiration or termination.

#### **C.7.26 MARKETING PLAN (2.2.45)**

The Contractor shall provide a Marketing Plan and deliverables that support and facilitate public awareness of IRS *e-file* and electronic payments. The Marketing Plan shall describe planned marketing products and/or tools, targeted audience and the distribution timeline. The Plan shall also describe (1) any planned use of IRS *e-file* key messages and/or logo on marketing products; (2) defined measures for success; and, (3) method for tracking the number of unique taxpayers that pay electronically as a result of marketing products/tools. All marketing products/tools shall be provided to the Government in draft for review and approval at least 3 business days prior to the C.8 Schedule of Performance anticipated due dates.

#### **C.7.27 QUALITY CONTROL PLAN (C.2.51)**

The Contractor shall develop a proactive QCP for measuring and attaining quality of performance under this Contract. The Contractor shall deliver the QCP with the Contractor's proposal.

The final QCP, incorporating any changes based upon the phase-in period, shall be submitted to the CO for concurrence 10 business days prior to completion of the phase-in period.

### **C.8 SCHEDULE OF PERFORMANCE**

The Contractor shall provide a Project Plan Work Breakdown Schedule for system and application development which shall include the events and dates listed in the chart below. The dates are tentative and must be coordinated with the COR and IRS's representative authorized to perform the functional application testing (IV&V).

The COR and the authorized IRS representative will work with the Contractor on a weekly basis to get the WBS base lined. The anticipated due dates may be modified annually under the CORs direction as contract option years are exercised.

#### **Chart C.8-0**

<b>Responsible Party</b>	<b>Events</b>	<b>Anticipated Due Dates after award date *</b>
<b>* Dates are for Based Year thru Option Year Four</b>		
All	Annual Requirements Review for Filing Season (FS) 2015 (C.2.11)	2 <sup>nd</sup> Week
Contractor	Provide Security Annual Training (SAT) briefing documentation (C.2.42, 2.43, 2.44)	10 days (Based year) Option year 1 thru 4 (TBD)
Contractor	Provide draft Project Plan WBS (including requirements, development, testing and implementation phases) (C.2.35)	3 <sup>rd</sup> Week
IRS	Provide comments on draft Project Plan WBS	1 month
Contractor	Provide IRS Credit Card Bulk Provider Agreement form (s) (C.2.34)	1 month
Contractor	Deliver base lined Project Plan WBS (C.2.35)	1 ½ months
Contractor	Deliver Initial Functional Requirements/User Interface Documentation and workflow schematics; including scripts, web text & screen shots, business rules, etc. (C.2.2, 2.6, 2.12, 2.28, 2.31, 2.46, 2.49)	1 ½ months
IRS	Provide initial comments on draft Functional Documentation (iterative process)	2 months
Contractor	Deliver Transaction Processing Network Documentation (C.2.3, 2.30, 2.30.1, 2.36)	2 months
Contractor	Deliver Final Functional Requirements/User Interface Documentation (C.2.2, 2.6, 2.12)	2 1/2 months
Contractor	Deliver Final Test Plans (C.2.29)	3 months
Contractor	Begin internal application testing and deliver test cases (C.2.8)	3 months

Responsible Party	Events	Anticipated Due Dates after award date *
<b>* Dates are for Based Year thru Option Year Four</b>		
Contractor	Deliver FS 2015 Marketing Plan (C.2.45)	4 months
IRS	Provide comments on Marketing Plan	4 months
IRS	Provide revised credit card chargeback procedures, if applicable	4 months
Contractor	Complete internal application testing (C.2.8, 2.10)	4 months
Contractor	Begin full circle integrated test with IRS/TFA ( <i>subject to change</i> ) (C.2.4, 2.10, 2.40, 2.41)	4 ½ months
Contractor	Complete full circle integrated test with IRS/TFA ( <i>subject to change</i> ) (C.2.4, 2.10, 2.40, 2.41)	5 months
Contractor	Plan of Actions and Milestones (POA&M) (C.2.3, 2.38)	5 ½ months
IRS	Provide comments on Plan of Actions and Milestones	5 ½ months
Contractor	Complete all testing and obtain bulk provider certification from TFA (C.2.4, 2.40, 2.41) ( <i>subject to change</i> )	5 ½ months
Contractor	Implement Electronic Payment Services for FS 2015 (C.2.1, 2.22)	January 1 <sup>st</sup>
IRS	Provide hyperlink from the IRS web site to the Contractor's Web page	1 <sup>st</sup> week of January
Contractor	Deliver Initial FS 2015 Findings Report (C.2.21)	1 year
Contractor	Deliver Initial FS 2015 Marketing Report (C.2.21)	1 year
Contractor	Deliver Supplemental FS 2015 Findings Report (C.2.21)	1 ½ year
Contractor	Deliver Supplemental FS 2015 Marketing Report (C.2.21)	1 ½ year
IRS	Testing and Evaluations (Independent Verification and Validation Tester (IV&V))	1 Year

-

**Responsible  
Party**

**Events**

**Anticipated  
Due Dates  
after award  
date \***

**\* Dates are for Based Year thru Option Year Four**

## **C.9 RESERVED**

## **C.10 RESERVED**

## **C.11 REFERENCE:**

### **Public Laws**

- 1) Public Law 93–579, Privacy Act of 1974, as Amended
- 2) Public Law 97–255, Federal Managers' Financial Integrity Act (FMFIA) of 1982
- 3) Public Law 99–474, The Computer Fraud and Abuse Act of 1986
- 4) Public Law 100–235, Computer Security Act of 1987
- 5) Public Law 104–13, Paperwork Reduction Act of 1995
- 6) Public Law 104–106, Clinger-Cohen Act of 1996
- 7) Taxpayer Browsing Protection Act of 1997
- 8) Public Law 106–398, FY 2001 Defense Authorization Act, October 30, 2000

*Information on Public Laws is available at: <http://thomas.loc.gov>*

### **Executive Orders**

- 1) Executive Order 13010: Critical Infrastructure Protection, July 15, 1996
- 2) Executive Order 13011: Federal Information Technology, July 16, 1996

### **Presidential Decision Directive**

Presidential Decision Directive (PDD) 63, Critical Infrastructure Protection, May 22, 1998

## **Office of Management and Budget (OMB)**

- 1) OMB Circular No. 109, Major Systems Acquisition, April 4, 1976
- 2) OMB Circular No. A-123, Management Accountability and Control, July 21, 1995
- 3) OMB Circular No. A-127, Financial Management Systems, July 23, 1993
- 4) OMB Circular No. A-130, Management of Federal Information Resources, February 8, 1996

## **OMB Memorandum**

- 1) M-99-18: Privacy Policies on Federal Web Sites, June 2, 1999
- 2) M-99-20: Security of Federal Automated Information Resources, June 23, 1999
- 3) M-00-07: Incorporating and Funding Security in Information Systems Investments, September 28, 2000
- 4) OMB 07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, September 28, 2000

## **Federal Regulation**

Federal Information Resources Management Regulation (FIRMR)

## **Department of Treasury**

- 1) Department of Treasury Information System Life Cycle Manual TD P 84-01, July 1994
- 2) Department of the Treasury Security Manual TD P 71-10, August 23, 1999
- 3) Department of Treasury Information Technology Manual TD P 81-01, August 2001

## **Internal Revenue Manuals (IRMs)**

10.8 - IT Security

10.8.1 – IT Security Policy and Guidance

10.8.2 – IT Security Roles, and Responsibilities

10.8.3 - Auditing

21.4.4 – Credit Card Chargebacks

## **SECTION D**

### **Packing and Marking**

There are no Packaging and Marking requirements for this Solicitation or the resultant Contract

## **SECTION E**

### **Inspection and Acceptance**

#### **E.1 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all work performed under this contract shall be performed by the COR. The Contractor's work performance will be inspected and accepted in accordance with the Quality Assurance Surveillance Plan (QASP) see List of Attachment, Appendix D.

#### **E.2 REVIEW OF REPORTS AND RECORDS**

- (a) The Government will conduct a review of all required reports and records for completeness, correctness and compliance with the requirement of the contract. If the Government determines that there are omissions, errors or deficiencies, the Government will notify the Contractor of such deficiencies within ten (10) days from date of receipt.
- (b) The Contractor shall make the necessary modifications that will allow the Government to accept the final product within five (5) days from date of notification.

## **SECTION F**

### **Deliveries and Performance**

#### **F.1 PLACE OF PERFORMANCE**

The Place of Performance shall be at the **Contractor's site**, with reasonable access to government site.

#### **F.2 PERIOD OF PERFORMANCE**

The period of performance for this contract will be for five years. The contract shall consist of one (1) Base Year, with four (4) One Year Option Periods, as follows:

Based Period:	May 1, 2014	through	April 30, 2015
Option Period 1:	May 1, 2015	through	April 30, 2016
Option Period 2:	May 1, 2016	through	April 30, 2017
Option Period 3:	May 1, 2017	through	April 30, 2018
Option Period 4:	May 1, 2018	through	April 30, 2019

#### **F.3 Deliverables**

Unless otherwise specified, all deliverables/ work products shall be provided to the COR no later than 4:30 p.m. local time on the date(s) specified in the PWS.

#### **F.4 PREPARATION FOR DELIVERY**

**F.4.1** The Contractor's best commercial practices are requirement for delivery to all delivery points at no cost to the Government. The use of asbestos, excelsior, or shredded paper (all types including waxed paper, computer paper, and similar hydroscopic or non-neutral material is prohibited.

**F.4.2** The Contractors shall notify the Point of Contact at each delivery point at least five days prior to the anticipated date of delivery

#### **F.5 Ship to address:**

**F.5.1** The contractor shall mark all shipments in accordance with the best commercial practices at no cost to the Government.

##### **F.5.1.2 The contractor shall mark each container with the following**

- IRS Contract Number and Title
- Delivery Address
- Point of Contact ( including name and Telephone Number)

- Sequential container contents
- Identification of Container Contents

## **F.6 Deliverables/ Work Products**

**F.6.1** All contractor deliverables or work products shall remain categorized as "**Official Use Only.**" The release of any portion must be authorized in writing by the Government.

## **SECTION G**

### **CONTRACT ADMINISTRATION DATA**

## **G.1 Authority- Contracting Officer, Contracting Officer Representative (COR)**

### **G.1.1 Contracting Officers Authority**

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

**Contracting Officer:** *Dianne Goosby*  
*6009 Oxon Hill Rd*  
*Oxon Hill, MD 20745*  
*(202)283-1207*  
[\*Dianne.L.Goosby@IRS.Gov\*](mailto:Dianne.L.Goosby@IRS.Gov)

### **G.1.2 Contracting Officer Representative (COR)**

**1.2.1** The Contracting Officer Representative (COR) will represent the Contracting Officer in the administration of technical details within the scope of the contract. The COR is responsible for the final inspection and acceptance of all reports, and other responsibilities specified in the contract.

The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government.

The work performed under this contract shall be subject to the technical direction of the COR. The term "technical direction" includes, without limitation, direction to the

Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the Performance Work Statement are accomplished satisfactorily. Technical direction must be within scope of the Performance Work Statement.

If, as a result technical discussions, it is determined to modify the contract, changes will be issued in writing and signed by the Contracting Officer.

The COR does not have authority to issue technical direction that:

1. Constitutes a change of assignment or additional work outside the scope of the Performance Work Statement.
2. Constitutes a change as defined in the clause entitled “Changes”
3. In any manner causes and increase or decrease in the contract price, or the time required for contract performance.
4. Changes any of the terms, conditions, or Performance Work Statement.
5. Interferes with the contractor’s right to perform under the terms and conditions of the contract.
6. Supervises or otherwise controls the actions of the contractor’s employees.

The contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR, falls within the limitations above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

The Contracting Officer’s Representative (COR) is (To Be Determined TBD).

### **G.1.3 Project Manager**

**1.3.1** The Contractor shall provide a Project Manager for this contract who shall have the authority to make any no-cost contract technical decisions, or special arrangements regarding this contract. The Project Manager or designated representative shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government.

The Project Manager or designated representative shall have full authority to act for the Contractor in the performance of the required services. The Project Manager or designated representative, shall meet with the COR to discuss problem areas as they occur. The Project Manager or designated representative shall respond within four hours

after notification of the existence of a problem. The Project Manager or designated representative shall be able to fluently read, write and speak the English language.

## **G.2 Invoicing and Payment Instructions**

*There shall be no invoicing or payments from the US Government, this contract shall be executed at a \$0 cost to the government*

## **Section H**

### **Special contract requirements**

#### **H.1 PUBLIC RELEASE OF INFORMATION**

(1) The Contractor shall obtain the written permission of the IRS Senior Manager or COR before releasing or using any information regarding the Contractor's selection for, or performance of work on, this contract. Information including, but not limited to, advertisements, unclassified speeches, articles, press releases, presentations, displays or demonstrations developed or proposed for release to the public must be submitted in their entirety to the Senior Manager or COR. The Contractor shall request, in writing, permission to release information describing the scope of the information to be released and the purpose for its release. This clause does not affect the Contractor's rights with regard to patents, which are governed by the patent clauses of this contract. This clause shall apply to parent companies and subcontractors at any tier.

(2) The Contractor shall not impose limitations on the use of any information or data, or any portion thereof, which has been published in any form or is otherwise generally available in the public domain.

(3) The Contractor, in publicizing its selection for or its performance of work on, this Contract shall not state or imply that the Government endorses or warrants its products or services. Information publicized shall clearly indicate that the taxpayer's decision to use any of the Contractor's products or services will not result in any special treatment from the Internal Revenue Service. This clause shall apply to parent companies and subcontractors at any tier.

(4) In the event of a termination for the convenience of the Government, the Government shall be responsible for press releases, jointly prepared with the Contractor, declaring the termination of the program by the Government. Such releases shall be placed where determined by the contractor, except that the Government reserves the right to either place such releases itself in a reasonable number of news media or paying for the Contractor's placement of such releases. The Government shall consider the Contractor's reasonable request for the number of news media to receive such releases.

## **H.2 Personnel Removal and Replacement**

**H.2.1** The applicable contractor employees are subject to investigation by the Government. Applicable contractor employees who undergo contractor clearances that reveal, but are not limited to, the following, may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor, a record of arrests for continuing offenses, or failure to file or pay federal income tax. The Government reserves the right to determine if a contractor employee assigned to a task shall continue with the task. The contractor shall agree to remove the person assigned within one day of official notification by the Government and provide a replacement within five days. New hires or substitutions of personnel are subject to the contractor clearance requirement.

## **H.3 REHABILITATION ACT OF 1973, SECTION 508 IT ACCESSIBILITY REQUIREMENTS (Section 508)**

The Government is mandated to comply with Section 508. To that end, the Contractor shall provide integration support under this PWS and shall achieve Section 508 compliance and maintain documentation demonstrating Section 508 compliance as stated below.

Full compliance of the Section 508 applicable technical standards must be obtained prior to performance (Implementation). The Contractor's system shall comply with Section 508 requirements.

IRS reserves the right to test the Contractor for full compliance of the applicable Section 508 standards and provisions prior to implementation of services.

The following Section 508 Standards are applicable to this requirement:

### **IRSAP IR 1052.239-9008 Section 508 Information, Documentation, and Support (SEP 2006)**

In accordance with [36 CFR 1194, Subpart D](#), the electronic information technology (EIT) products and product support services furnished in performance of this contract shall be documented to indicate the current conformance level with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the [Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards](#). At no time during the performance of the award shall the level of conformance go below the level of conformance in place at the time of award. At no additional cost, the contractor shall provide information, documentation, and support relative to the supplies and services as described in Attachment 1, Appendix D. The Contractor shall maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and shall ensure that it is current within five calendar days after award and within three calendar days of changes in products being utilized as follows:

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

[End of clause]

**IRSAP IR1052.239.9010 Section 508 Services (SEP 2006)**

All contracts, solicitations, purchase orders, delivery orders and interagency agreements that contain a requirement of services which will result in the delivery of a new or updated electronic and information technology (EIT) item/product must conform to the applicable provisions of the appropriate technical standards in 36 CFR 1194, Subpart B, and functional performance criteria in 36 CFR 1194.31, Subpart C, unless an agency exception to this requirement exists.

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

\_\_\_ 1194.21, Software applications and operating systems.

\_\_\_(a) \_\_\_(b) \_\_\_(c) \_\_\_(d) \_\_\_(e) \_\_\_(f) \_\_\_(g) \_\_\_(h) \_\_\_(i) \_\_\_(j) \_\_\_(k)  
\_\_\_(l)

\_\_x 1194.22, Web-based intranet and internet information and applications.

\_\_x(a) \_\_x(b) \_\_x(c) \_\_x(d) \_\_x(e) \_\_x(f) \_\_x(g) \_\_x(h)  
\_\_x(i) \_\_x(j) \_\_x(k) \_\_x(l) \_\_x(m) \_\_x(n) \_\_x(o) \_\_x(p)

\_\_\_ 1194.23, Telecommunications products.

\_\_\_(a) \_\_\_(b) \_\_\_(c) \_\_\_(d) \_\_\_(e) \_\_\_(f) \_\_\_(g) \_\_\_(h) \_\_\_(i)  
\_\_\_(j) \_\_\_(k) - \_\_\_(k:1) \_\_\_(k:2) \_\_\_(k:3) \_\_\_(k:4)

\_\_x 1194.24, Video and multimedia products.

\_\_\_(a) \_\_\_(b) \_\_x(c) \_\_x(d) \_\_x(e)

\_\_\_ 1194.25, Self contained, closed products.

\_\_\_(a) \_\_\_(b) \_\_\_(c) \_\_\_(d) \_\_\_(e) \_\_\_(f) \_\_\_(g) \_\_\_(h) \_\_\_(i) \_\_\_(j)

\_\_\_ 1194.26, Desktop and portable computers.

\_\_\_(a) \_\_\_(b) \_\_\_(c) \_\_\_(d)

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

The following functional performance criteria (36 CFR 1194.31) apply to this contract.

X (a) At least one mode of operations and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.

X (b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.

X (c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided.

X (d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.

X (e) At least one mode of operation and information retrieval that does not require speech shall be provided, or support for assistive technology used by people with disabilities shall be provided.

X (f) At least one mode of operation and information retrieval that does not require fine motor or simultaneous actions and that is operable with limited reach and strength shall be provided.

- 1. As the standard way to achieve Section 508 compliance, Contractor shall adhere to the applicable Web Content Accessibility Guidelines (WCAG) 2.0 Levels (A) and (AA). Contractor is encouraged to achieve Level (AAA) to increase accessibility and usability beyond the minimum level. Achieving Level (AAA) guarantees previous levels are met and the highest effort possible was put forth to include all types of users, assistive technology, browsers, and platforms.**

WCAG provides guidelines, criteria, and techniques to achieve compliant Section 508 output via levels (AA) and (AAA). The full guidelines are located at: <http://www.w3.org/TR/WCAG20>

**Contractor shall abide by the specific sections located at <http://www.w3.org/TR/WCAG20> under the following guidelines:**

## **WCAG 2.0 Summary Guidelines**

Guideline 1.1 Text Alternatives: Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, Braille, speech, symbols or simpler language.

Guideline 1.2 Time-based Media: Provide alternatives for time-based media.

Guideline 1.3 Adaptable: Create content that can be presented in different ways (for example simpler layout) without losing information or structure.

Guideline 1.4 Distinguishable: Make it easier for users to see and hear content including separating foreground from background.

Guideline 2.1 Keyboard Accessible: Make all functionality available from a keyboard.

Guideline 2.2 Enough Time: Provide users enough time to read and use content.

Guideline 2.3 Seizures: Do not design content in a way that is known to cause seizures.

Guideline 2.4 Navigable: Provide ways to help users navigate, find content, and determine where they are.

Guideline 3.1 Readable: Make text content readable and understandable.

Guideline 3.2 Predictable: Make Web pages appear and operate in predictable ways.

Guideline 3.3 Input Assistance: Help users avoid and correct mistakes.

Guideline 4.1 Compatible: Maximize compatibility with current and future user agents, including assistive technologies

## **PART II –CONTRACT CLAUSES**

### **Section I**

#### **Contract Clauses**

#### **FAR 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 may be accessed electronically at this address:

[http://www.acquisition.gov/comp/far/current/html/52\\_301Matrix.html](http://www.acquisition.gov/comp/far/current/html/52_301Matrix.html)

Clause

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-4	Printed or Copied Double-Sided on On Recycled Paper	(MAY 2011)
52.212-4	Contract Terms and Conditions	(FEB 2007)
52.233-4	Applicable Law for Breach of Contract Claim	(FEB 2012)
52.232-99	Accelerated Payment to Small Business Subcontractors	(AUG 2012)

#### **FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS. (Mar 2011)**

a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)  
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act Reporting Requirements (Jul 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

☐ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

☒ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

☐ (9) [Reserved]

☐ (10) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (11) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). (ii) Alternate I (Oct 1995) of 52.219-7. ☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (12) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

☒ (13) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4)).

- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☒ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9. %%Contracting Officer shall check as appropriate
- ☐ (14) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- ☒ (15) 52.219-16, Liquidated Damages Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (16) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☒ (17) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (DEC 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (18) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☒ (20) 52.219-28, Post Award Small Business Program Representation (Apr 2009) (15 U.S.C. 632(a)(2)).
- ☒ (21) 52.222-3, Convict Labor (June 2003) (E.O. 11755)
- ☒ (22) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- ☒ (23) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (24) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- ☒ (25) 52.222-35, Equal Opportunity for Veterans (Sept 2010)(38 U.S.C. 4212).
- ☒ (26) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).
- ☒ (27) 52.222-37, Employment Reports on Veterans, (Sept 2010)(38 U.S.C. 4212).
- ☒ (28) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_ (29) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (30)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (31) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (32)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

\_\_x\_ (33) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (Sep 2010) (E.O. 13513). %%Contracting Officer shall check as appropriate

\_\_\_ (34) 52.225-1, Buy American Act Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_ (35)(i) 52.225-3, Buy American Act Free Trade Agreements Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (36) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_x\_ (37) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (40) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (41) 52.232-30 Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (42) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_x\_ (43) 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_x\_ (44) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_x\_ (45) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (46)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64. c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.)

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_x\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If, the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sept 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

#### **52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a firm fixed Convenience Fee Rate contract; at no-cost to the Government resulting from this solicitation.

(End of Provision)

#### **52.217-4 Evaluation of Options Exercised at Time of Contract Award.**

As prescribed in [17.208\(b\)](#), insert a provision substantially the same as the following:

##### **EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUNE 1988)**

Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of provision)

#### **52.217-5 Evaluation of Options**

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

##### **EVALUATION OF OPTIONS (JULY 1990)**

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

(End of provision)

#### **52.217-8 Option to Extend Services**

As prescribed in [17.208\(f\)](#), insert a clause substantially the same as the following:

##### **OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor.

The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

#### **52.217-9 Option to Extend the Term of the Contract**

As prescribed in [17.208\(g\)](#), insert a clause substantially the same as the following:

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

**52.227-19 Commercial Computer Software License**

As prescribed in [27.409\(g\)](#), insert the following clause:

COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract.

The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be—

- (i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
- (ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
- (iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

Notice-Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract

No.\_\_\_\_\_.

(End of clause)

#### **52.232-33 Payment by Electronic Funds Transfer—Central Contractor Registration.**

As prescribed in [32.1110\(a\)\(1\)](#), insert the following clause:

##### **PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

(a) Method of payment.

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

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

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

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

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the

event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

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

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to [Subpart 32.8](#), is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

(End of clause)

### **52.237-3 Continuity of Services.**

As prescribed in [37.110\(c\)](#), insert the following clause:

#### **CONTINUITY OF SERVICES (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

**52.209-9 -- UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

#### **FAR 19.702 Statutory requirements –**

“Any contractor receiving a contract for more than the simplified acquisition threshold must agree in the contract that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business 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 small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(a) Except as stated in paragraph (b) of this section, Section 8(d) of the Small Business Act ([15 U.S.C. 637\(d\)](#)) imposes the following requirements regarding subcontracting with small businesses and small business subcontracting plans:

(1) In negotiated acquisitions, each solicitation of offers to perform a contract or contract modification, that individually is expected to exceed \$650,000 (\$1.5 million for construction) and that has subcontracting possibilities, shall require the apparently successful offeror to submit an acceptable subcontracting plan. If the apparently successful offeror fails to negotiate a subcontracting plan acceptable to the contracting officer within the time limit prescribed by the contracting officer, the offeror will be ineligible for award. “

b) Subcontracting plans (see paragraphs (a)(1) and (2) of this section) are not required—

(1) From small business concerns;

(2) For personal services contracts;

(3) For contracts or contract modifications that will be performed entirely outside of the United States and its outlying areas; or

(4) For modifications to contracts within the general scope of the contract that do not contain the clause at [52.219-8](#), Utilization of Small Business Concerns (or equivalent

prior clauses; *e.g.*, contracts awarded before the enactment of Public Law 95-507).

(c) As stated in [15 U.S.C. 637\(d\)\(8\)](#), any contractor or subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in material breach of its contract. 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.

(d) As authorized by [15 U.S.C. 637\(d\)\(11\)](#), certain costs incurred by a mentor firm in providing developmental assistance to a protégé firm under the Department of Defense Pilot Mentor-Protégé Program, may be credited as if they were subcontract awards to a protégé firm for the purpose of determining whether the mentor firm attains the applicable goals under any subcontracting plan entered into with any executive agency. However, the mentor-protégé agreement must have been approved by the Director, Small Business Programs of the cognizant DoD military department or defense agency, before developmental assistance costs may be credited against subcontract goals. A list of approved agreements may be obtained at [http://www.acq.osd.mil/osbp/mentor\\_protege/](http://www.acq.osd.mil/osbp/mentor_protege/).

#### **IR1052.204-9005 – SUBMISSION OF SECURITY FORMS AND RELATED MATERIALS (AUG 2010)**

- (a) Contractor personnel hired for work within the United States or its territories and possessions and who require access, wherever the location, to IRS owned or controlled facilities or work on contracts that involve the design, operation, repair, or maintenance of information systems, and/or require access to sensitive but unclassified information, security items or products, must meet the following three *eligibility* criteria before a full background investigation will be initiated:
  - (1) Must be Federal tax compliant, both timely filed and timely payment of any taxes due;

- (2) Shall either be at a minimum a U.S. citizen for high risk access, or have lawful permanent resident status for low and moderate risk (3 years of US residency required for moderate risk); and
- (3) For all males born after 1959, must be registered with Selective Service.
- (b) All contractor personnel performing under the contract that require either escorted or unescorted access to IRS facilities, SBU information or information systems are subject to (and must receive a favorable adjudication or affirmative results with respect to) the following *suitability* pre-screening criteria, as applicable:
  - (1) Credit report results (moderate and high risk investigations only); and/or
  - (2) Federal Bureau of Investigation fingerprint results.
- (c) Each contract employee assigned to work under this contract/order shall undergo investigative processing appropriate to the position sensitivity and risk level designation associated with the work to be performed, as described in TD P 15-71, Chapter I, Section 1. In support of this undertaking, the contractor shall furnish the following electronic documents to the Contractor Security Lifecycle Program (CSLP), per the instructions available on the publicly accessible website for IRS Procurement , within 10 business days of assigning (or reassigning) a contractor employee to this contract/order and prior to the contract employee performing any work there under:

The IRS provided Risk Assessment Checklist (RAC), and

All required security forms (for new contractor employees), are available through the publicly accessible website for IRS Procurement .

(Note: These documents (the RAC and security forms) are also available upon request from CSLP via email at [CSLP@irs.gov](mailto:CSLP@irs.gov) )

- (d) Concurrent with submission of the above-referenced materials to CSLP, the contractor shall email the Contracting Officer (CO), and the Contracting Officer's Representative (COR) to confirm this requirement has been completed. The notice shall identify the subject contractor employee by name and relevant contract/task order number(s), and list the materials submitted.
- (e) Contractor personnel whose duration of employment exceeds 180 days must be eligible for access, per certification of tax compliance, and shall undergo, at a minimum a National Agency Check and Inquiries as a condition of work under the government contract. If the duration of employment is less than 180 days or access is infrequent (e.g., 2-3 days per month) and the contractor requires unescorted access, the contractor employee must be

eligible for access, per certification of tax compliance, and require at a minimum a fingerprint check (Special Agreement Check). No background investigation or tax check is completed if the duration of employment is less than 180 days or access is infrequent when there is escort provided by an IRS employee or an approved contractor employee at the same or higher position risk level.

- (f) The contractor employee may commence work only upon notice of an interim or final approval for staff-like access, revalidation of access for contractor employee transfers from one IRS contract/order to another, or approved escorted access.

[End of clause]

**IR1052.204.9006 – NOTIFICATION OF CHANGE IN CONTRACTOR EMPLOYEE  
EMPLOYMENT STATUS, ASSIGNMENT, OR STANDING (AUG 2010)**

- (a) The contractor shall notify the Contracting Officer's Representative (COR) and the Contractor Security Lifecycle Program (CSLP), via email, within one (1) business day of the contractor becoming aware of any change in the employment status, assignment, or standing of a contractor employee to this contract/order –to include, but not limited to, the following conditions:

Receipt of the employee's notice of intent to separate from employment or discontinue work under this IRS contract/task order;

Knowledge of the employee's voluntary separation from employment or performance on this contract/task order (if no prior notice was given);

Transfer or reassignment of the employee and performance of duties under this contract/task order, in whole or in part, to another IRS contract/task order (*and identify the gaining contract and representative duties/responsibilities to allow for an assessment of suitability based on position sensitivity/risk level designation*);

Separation, furlough or release from employment;

Anticipated extended absence of more than 45 days;

Change of legal name;

Change to citizenship or lawful permanent resident status, or employment eligibility;

Change in gender or other distinction when physical attributes figure prominently in the biography of an individual;

Actual or perceived conflict of interest in continued performance under this contract/task order (*provide explanation*);

Death.

(b) The notice shall include the following minimum information:

- ☐ Name of contractor employee
- ☐ Nature of the change in status, assignment or standing (i.e., provide a brief non-personal, broad-based explanation)
- ☐ Affected contract/task order number(s)
- ☐ Actual or anticipated date of departure or separation
- ☐ When applicable, the name of the IRS facility(s) this individual routinely works from or has access to when performing work under this contract/order
- ☐ Identification of any Government Furnished Property (GFP), Government Furnished Equipment (GFE), or Government Furnished Information (GFI) (to include Personal Identity Verification (PIV) credentials or badges) provided to the contractor employee and its whereabouts or status.

(c) In the event the subject contractor employee is working on multiple contracts/orders, notification shall be combined, and the cognizant COR for each affected contract/order shall be included in the joint notification along with the CSLP.

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

[End of clause]

## **IR1052.239-9007 – ACCESS, USE OR OPERATION OF IRS INFORMATION TECHNOLOGY (IT) SYSTEMS BY CONTRACTORS (AUG 2010)**

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

### **1. IRS Information Technology Security Policy and Guidance.**

All current and new IRS contractor employees authorized staff-like (unescorted) access to Treasury/IRS owned or controlled facilities and information systems, or work, wherever located, on those contracts which involve the design, operation, repair or maintenance of information systems and access to sensitive but unclassified information shall comply with the IRS Information Technology Security Policy and Guidance, Internal Revenue Manual (IRM) 10.8.1 . A copy of IRM 10.8.1 may be requested from the Contracting Officer or Contracting Officer's

Representative (COR) or obtained from the publicly available portions of the IRM at <http://www.irs.gov/irm/> .

## 2. Access Request and Authorization.

Within (10) business days after contract award, issuance of a task order or other award notice, or acceptance of new or substitute contractor employees by the COR, the contractor shall provide the COR and the Contractor Security Lifecycle Program, (CSLP) a list of names of all applicable contractor employees and the IRS location(s) identified in the contract for which access is requested. A security screening, if determined appropriate by the IRS and in accordance with IRM 10.23.2, Contractor Investigations , and Department of the Treasury Security Manual (TDP) 15-71, Chapter II, Section 2 , will be conducted by the IRS for each contractor employee requiring access to IRS' IT systems, or as otherwise deemed appropriate by the COR.

The Government reserves the right to determine the fitness or suitability of a contractor employee to receive or be assigned staff-like access under a contract, and whether the employee shall be permitted to perform or continue performance under the contract. Security screenings of contractor employees which reveal the following may be grounds for declining staff-like access under a contract: conviction of a felony, a crime of violence or a serious misdemeanor, a record of arrests for continuing offenses, or failure to file or pay Federal income tax. (Note: This is not an inclusive list.) Upon notification from Personnel Security of an acceptable (favorably adjudicated) contractor employee security screening, the COR will complete an Online 5081 (OL5081), Automated Information System (AIS) User Registration/Change Request, for each prime or subcontractor employee and require an electronic signature from each employee indicating the contractor employee has read and fully understands the security requirements governing access to the Service's IT systems. IRS approval of the OL5081 is required before a contractor employee is granted access to, use or operation of IRS IT systems. IRM 10.8.1 includes more detailed information on the OL 5081.

## 3. Contractor Acknowledgement.

The contractor also acknowledges and agrees that he or she understands that all contract employees must comply with all laws, IRS system security rules, IRS security policies, standards, and procedures. The contractor also acknowledges that a contract employee's unsanctioned, negligent, or willful violation of the laws, IRS system security rules, IRS security policies, standards, and procedures may result in the revocation of access to IRS information technology systems, immediate removal from IRS premises and the contract, and for violations of Federal statute or state laws, the contract employee may be subject to arrest by Federal law enforcement agents.

## 4. Limited Personal Use of Government IT Resources.

☐ Contractors, like employees, have no inherent right to use Government IT resources, and

this policy does not create the right to use Government IT resources for nongovernmental purposes. However, as a courtesy, the privileges (and restrictions) established by IRM 10.8.27, IRS Policy On Limited Personal Use of Government Information Technology Resources for employees, are extended to contractors.

- ☐ Contractors, like employees, have the privilege to use Government IT resources for nongovernmental purposes when such use:
  - ☐ involves minimal additional expense to the Government;
  - ☐ occurs during non-work hours for reasonable duration and frequency;
  - ☐ does not violate the Codes of Ethical Conduct;
  - ☐ does not overburden any of the IRS' IT resources;
  - ☐ does not adversely affect the performance of official duties;
  - ☐ does not interfere with the mission or operations of the IRS; and
  - ☐ complies with existing Federal Government, Department of the Treasury, and IRS policies for, but not limited to— ethics, security, disclosure, and privacy.
  
- ☐ Contractors, like employees, are specifically prohibited from inappropriate Internet usage such as participation in: gambling, pornography, personal communication on social networking sites, peer-to-peer (P2P) file sharing, downloading unauthorized programs or software, and other activities that open IRS information or information systems to security risks. Specific examples are referenced in IRM 10.8.27, Exhibit 10.8.27-1, Prohibited Uses of Government IT Resources .
  
- ☐ Contractors, like employees, are specifically prohibited from the pursuit of private commercial business activities or profit-making ventures using the Government's IT resources. The ban also includes the use of the Government's IT resources to assist relatives, friends, or other persons in such activities.
  
- ☐ Contractors, like employees, are specifically prohibited from engaging in any political fundraising activity, endorsing any product or service, participating in any lobbying activity, or engaging in any prohibited partisan political activity, in accordance with, Title 5 - Code of Federal Regulations (CFR) - Part 735, Office of Personnel Management, Employee Responsibilities and Conduct.
  
- ☐ Contractors, like employees, should have no expectation of privacy, while using any Government IT resources at anytime, including (but not limited to) accessing the Internet or using e-mail.

Any unauthorized use may be reported to the Contracting Officer's Representative (COR), the Contracting Officer, and the Computer Security Incident Response Center (CSIRC) (for subsequent referral to the Department of Treasury Inspector General for Tax Administration (TIGTA) and/or the Personnel Security, Centralized Adjudication Group (CAG), as appropriate).

## 5. Replacement Personnel.

The contractor acknowledges that in the event of an alleged violation of the policies and rules on access, use or operation of IRS' IT resources, the IRS, at its discretion, may immediately withdraw access privileges of the contractor employee alleged to have violated said policies and rules, and request suspension of that employee from performance under this or any IRS contract pending the conclusion of its investigation of the matter. At the conclusion of the its investigation, if the IRS determines that extended or permanent revocation of access to IRS' IT resources computer systems and/or facilities, or other disciplinary action is warranted or in its best interest, the contractor agrees to remove the contractor employee that was the subject of the investigation within one day of official notification by the IRS of its access eligibility determination, and provide a replacement within five days. Replacement personnel must be acceptable to the IRS. The proposed replacement personnel must have a substantive amount of experience in the job position in which they will be performing; including equal or greater qualifications as the individual being replaced. In evaluating proposed replacement personnel, the IRS reserves the right to make an assessment on the technical and/or professional qualifications of the proposed substituting individual(s). The Contracting Officer (on the advice and recommendation of the COR) has the right to disallow the proposed substituting individual(s) from performing under the subject contract, when the technical and/or professional qualifications of the proposed replacement personnel are determined (1) not to be substantially equivalent to the technical and/or professional qualifications of the personnel they are to replace, or (2) not sufficient to reasonably insure successful performance, or (3) otherwise endanger contract performance, progression, or completion. New hires or replacement personnel are subject to and must receive an acceptable (favorably adjudicated) contractor employee security screening conducted by Personnel Security.

#### 6. Monitoring Notification.

IRS management retains the right to monitor both the content and the level of access of contractor employees' use of IRS IT systems. Contractor employees do not have a right, nor should they have an expectation, of privacy while using any IRS information technology system at any time, including accessing the Internet or using e-mail. Data maintained on government office equipment may be subject to discovery and Freedom of Information Act requests. By using government information technology systems, consent to monitoring and recording is implied with or without cause, including (but not limited to) accessing the Internet or using e-mail or the telephone. Any use of government information technology systems is made with the understanding that such use is generally not secure, is not private and is not anonymous.

#### 7. Subcontracts.

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

[End of clause]

**DT52.232-99 Providing Accelerated Payment to Small Business Subcontractors  
(Deviation) (Aug 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

[End of clause]

**IR1052.239-9004 Software Development Prerequisite (JUL 2012)**

In accordance with clause IR1052.239-9005, the proposal shall include the evidence listed below to document the offeror's CMMI® -SW or CMMI® -DEV Level.

a. Supporting data for at least one, but not more than three, Standard CMMI® Appraisal Method for Process Improvement (SCAMPISM), ARC Class A, that demonstrate software development compliance with SEI's CMMI® -SW or CMMI® -DEV Version 1.2 or later. The appraisal(s) submitted shall be dated within the 36 month period from the first day of the on-site, to the proposal due date;

b. The current CMMI® -SW or CMMI® -DEV appraisal Level of the organizational component that the offeror proposes to perform the work and a description of how the maturity level was determined;

c. A detailed on-site schedule to include: dates on-site (from mm/dd/yyyy to mm/dd/yyyy), data gathering activities and instruments used, and interview schedule listing the name, role or title, and organizational affiliation of each individual interviewed;

d. The Standard CMMI® Appraisal Method for Process Improvement – SCAMPI, ARC Class A, final report or final findings briefing, SCAMPI appraisal plan, Appraisal Disclosure Statement (ADS), and a copy of the SEI link illustrating the offeror's appraisal results, posted at <http://sas.sei.cmu.edu/pars/pars.aspx>;

e. Organizational chart showing the relationship of the evaluated organization to the proposing organization and the number and type of staff associated with each component of the organization;

f. Project profiles for each project evaluated in the SCAMPI(s), ARC Class A, including the following attributes: project description, application domain, software size, life cycle, project schedule, current phase of the project, and staffing profile;

g. The name, organizational affiliation, SEI authorization identification number, address, and telephone number of the SCAMPI Lead Appraiser<sup>SM</sup>;

h. The name, title, organizational affiliation, address, telephone number, experience, and copies of "Introduction to CMMI<sup>®</sup>" and CMMI<sup>®</sup> upgrade training certificates for each member of the appraisal team; and

i. [Additional data to be completed by the Contracting Officer.]

[End of provision]

**IR1052.239-9005 Software Development Prerequisite (JUL 2012)**

As prescribed in P&P No. 39.1(B), paragraph 5.b(2), insert the following clause in Section H:

a. Definitions. As used in this clause,

1. "Appraisal Requirements for CMMI<sup>®</sup>" (ARC) means a framework that defines the requirements considered essential to appraisal methods intended for use with Capability Maturity Model Integration (CMMI<sup>®</sup>) models. ARC defines a set of typical applications of appraisal methods called appraisal method classes and allocates requirements to each class. Thus, a particular appraisal method may be declared to be an ARC Class A, B, or C appraisal method.
2. "CMM Integration<sup>SM</sup>" (CMMI<sup>®</sup>) means an integrated CMM model that encompasses the key elements for enterprise-wide process improvement. The CMMI<sup>®</sup> model includes the disciplines of (Software Engineering (SW), Systems Engineering (SE), Integrated Product & Process Development (IPPD)), and Supplier Sourcing (SS).
3. "CMM Confirm" means an evaluation by the IRS of evidence provided by the offeror to support its CMMI<sup>®</sup> -SW or CMMI<sup>®</sup> -DEV maturity or capability level.
4. "Continuous representation" means a model structure wherein capability levels provide a recommended order for approaching process improvement within each specified process area.
5. "Equivalent staging" means a target staging, created using the continuous representation that is defined so that the results of using the target staging can be compared to the maturity levels of the staged representation.
6. "On-site" means the SEI appraisal phase in which an appraisal team conducts extensive interviews at the organization's software development facility or the location of the organization's software development projects. Some portions of the on-site may include teleconferencing or telephone interviews of personnel at remote locations.

7. "Post-award Current Software Capability Rating" means the CMMI® -SW or CMMI® -DEV maturity or capability level determined by an appraisal for which the commencement date of the on-site appraisal occurred within the 18 months immediately preceding the due date of the verification and validation for a given year.
8. "Pre-award Software Capability Rating" means the CMMI® -SW OR CMMI® -DEV maturity or capability level determined by an appraisal for which the commencement date of the Standard CMMI® Appraisal Method for Process Improvement (SCAMPISM), ARC Class A on-site occurred within the 36 months immediately preceding the proposal due date.
10. "Process Appraisal Review Methodology (PARM) means the methodology employed by the IRS to review, monitor, and verify contractor CMMI®-SW or CMMI®-DEV maturity or capability levels during the period of performance of the contract, task order, delivery order, interagency agreement, or BPA.
11. "Software Capability Rating" means the CMMI® -SW or CMMI® -DEV Level achieved as a result of a SCAMPISM, ARC Class A, or other appraisal method conducted according to the Class A Appraisal Requirements for CMMI®, ARC Class A, latest version, and verified by SEI Published Appraisal Results (PARS) site. The PARS database is a repository of information maintained by SEI and reported by SCAMPI Lead AppraisersSM.
12. "Software development" means any activity, in whole or in part, that is part of a software life cycle.
13. "Software life cycle" means the period of time that begins when a software product is conceived and ends when the software is no longer available for use. The software life cycle typically includes the following phases: concept, requirements, design, implementation, test, installation and checkout, operation and maintenance, and retirement.
14. "Staged representation" means a structure wherein attaining the goals of a set of process areas establishes a maturity level; each level builds a foundation for subsequent levels.
15. "Standard CMMI® Appraisal Method for Process Improvement" (SCAMPI) SM, ARC Class A means an SEI-approved appraisal method based on the full set of Class A ARC requirements, latest version. SCAMPI, ARC Class A is conducted by an appraisal team and led by an SEI-authorized SCAMPI Lead AppraiserSM.
16. "SCAMPI Lead AppraiserSM" means an individual authorized by SEI to lead a team in conducting a SCAMPI; authorization is substantiated by a Lead Appraiser identification number.

17. "Verify" means an evaluation of evidence provided by the contractor to support the retention of its CMMI® -SW or CMMI® -DEV maturity or capability level, which is conducted by the IRS in accordance with the PARM after award of a contract, BPA, task order, delivery order, or interagency agreement.

b. Contractors performing software development for the IRS as required under this contract shall have, and maintain at all times during performance, a CMMI® -SW or CMMI® -DEV Level 2 or higher maturity or capability rating. Detailed information about the CMMI® -SW or CMMI® -DEV model may be obtained from the Software Engineering Institute (SEI), Carnegie Mellon University, Pittsburgh, PA 15213-3890. The web site is [www.sei.cmu.edu/cmmi/](http://www.sei.cmu.edu/cmmi/).

c. The CMMI® -SW or CMMI® -DEV maturity or capability rating shall be current and shall be substantiated by a SCAMPI, ARC Class A, latest version.

d. As a condition of award, the IRS reserves the right to review and confirm the CMMI® -SW or CMMI® -DEV maturity or capability levels of offerors. As a further condition of award, the IRS reserves the right to conduct a SCAMPI, ARC Class A, or verify compliance via the PARS site.

e. After award and throughout the period of performance, the IRS reserves the right to review, monitor, and verify contractor CMMI® -SW or CMMI® -DEV maturity or capability levels in accordance with the PARM. The IRS further reserves the right to conduct an independent appraisal of the contractor, including a SCAMPI, ARC Class A, and PARS verification.

f. On an annual basis, the contractor shall substantiate its current software maturity or capability rating by submitting documentation in accordance with the PARM.

g. The IRS will perform a review annually to verify the contractor's compliance with its contractual CMMI® -SW or CMMI® -DEV requirements in accordance with PARS validation.

h. The contractor shall include the terms of this clause in all subcontracts for software development under this contract.

[End of clause]

#### **IR1052.239-9006 Software Development Prerequisite – Supplement (JUL 2012)**

As prescribed in P&P No. 39.1(B), paragraph 5.b(3), insert the following clause in Section H:

Include the following supplement to clause IR1052.239-9005 in all solicitations, contracts, interagency agreements, task/delivery/purchase orders, and BPAs for software development, if the subcontractor does not have at least a CMMI® -SW or CMMI® -DEV Level 2 rating.

It is understood that the subcontractor does not have CMM IntegrationSM (CMMI®) for Software Engineering (CMMI® -SW) or CMM IntegrationSM (CMMI®) for Development (CMMI® -DEV) Level 2 or higher rating. The IRS has approved the subcontractor's participation in the [insert name of IRS software development project], using the prime contractor's CMMI® -SW or CMMI® -DEV Level 2 or higher

processes. The prime contractor is responsible for the planning, management, and performance of the software development project according to its documented processes, utilizing subcontractor resources as mutually agreed between the prime contractor and subcontractor. The subcontractor, in performing agreed task assignments for the software development project, shall comply with the prime contractor's direction.

[End of clause]

## **IRS SECURITY AWARENESS TRAINING REQUIREMENTS (JUN 2013)**

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

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

### **(i) Security Orientation**

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

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

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

- Manage, program or maintain IRS information in a production environment;
- Operate an information system on behalf of the IRS;

- Conduct testing or development of information or information systems on behalf of the IRS;
- Provide advisory and assistance (consulting) services, or administrative support; or
- Handling, processing, access to, development, backup or any services to support IRS.

(iii) Service Personnel Security Awareness Training

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

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

(iv) Service Personnel Inadvertent SBU Access Training

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

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

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

Pipeline Processing Facilities:

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

- UT1476 1125 W 12th St., Ogden, UT 84201

(v) Training Certificate/Notice

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

(vi) Annual Training

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

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

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

[End of clause]

**IR1052.239-9016 – INFORMATION SYSTEM AND INFORMATION SECURITY CONTROL STANDARDS AND GUIDELINES APPLICABILITY (JUN 2013)**

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

- Internal Revenue Manual (IRM) 10.8.1 – Information Technology (IT) Security, Policy and Guidance, and
- Publication 4812 – Contractor Security Controls

While IRM 10.8.1 and PUB 4812 are both based on NIST SP 800-53 (Rev. 3), they apply to different operating environments—internal and external to the organization, respectively.

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

☐IRM 10.8.1 only      ☐PUB 4812 only      ☐Both IRM 10.8.1 and PUB 4812

Unless the CO determines, in consultation with Cybersecurity, that a different (or a second) security control standard or guideline is warranted, the security level selected/applied for by the contractor under IR1052.239-9016 shall stand. In the event the Government determines a different (or second) security control standard or guideline is warranted, the CO shall advise the contractor, in writing, of the Government determination, and reflect the correct/appropriate security control standard or guideline in the ensuing contract.

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

- Core (C) Security Controls  
(Abbreviated “C”)
- Core (C) plus value greater than Simplified Acquisition Threshold (SAT)  
(Abbreviated “CSAT”)
- Core (C) plus Networked Information Technology Infrastructure (NET) (Abbreviated “CNET”)
- Core (C) plus Software Application Development/Maintenance (SOFT)  
(Abbreviated “CSOFT”)

(See PUB 4812, Appendix C for guidance in selecting the security control level most suitable and appropriate to the immediate contracting action. If additional guidance is needed in selecting the security control level, contact the Contracting Officer.)

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

☐C      ☐CSAT      ☐CNET      ☐CSOFT

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

d. Failure by the Contractor to check any block will result in the use of both guidelines (and for the PUB 4812 portion, use of the most stringent security control level (CSOFT)) until and unless the Contracting Officer, in consultation with IT Cybersecurity, determines otherwise.

e. If required by the COR, the contractor will be required to input data into a system, to be defined by the IRS, to describe the security controls being used to protect information.

(End of provision)

#### **IR1052.204-9005 - SUBMISSION OF SECURITY FORMS AND RELATED MATERIALS (JUN 2013)**

As described in Department of the Treasury Security Manual (TD P 15-71), Chapter I, Section 1, Position Sensitivity and Risk Designation, Contractor personnel assigned to perform work under an IRS contract/order must undergo security investigative processing appropriate to the position sensitivity and risk level designation associated to determine whether the Contractor personnel should be permitted to work in the identified position. For security requirements at contractor facilities using contractor managed resources, please reference Publication 4812, Contractor Security Controls.

a. Contractor personnel performing under an agreement that authorizes unescorted access to and in IRS facilities, and access to Sensitive But Unclassified (SBU) information or information systems are subject to (and must receive a favorable adjudication or affirmative results with respect to) the following eligibility/suitability pre-screening criteria, as applicable:

- (1) IRS account history for tax compliance;
- (2) Selective Service registration compliance;
- (3) U.S. citizenship/residency compliance;
- (4) Background investigation forms;
- (5) Credit report results (moderate and high risk investigations only);
- (6) Federal Bureau of Investigation fingerprint results; and
- (7) If applicable, prior background investigations.

In this regard, Contractor shall furnish the following electronic documents to the Contractor Security Management (CSM) at CSM@irs.gov or CSLP@irs.gov within 10 business days of assigning (or reassigning) an employee to this contract/order and prior to the contract employee performing any work thereunder:

- The IRS provided Risk Assessment Checklist (RAC), and
- All required security forms (for new contractor employees), are available through the publicly accessible website for IRS Procurement.

b. Tax Compliance, Credit Checks and Fingerprinting:

(1) Contractor personnel whose contract/order exceeds 180 days must be eligible for access, per certification of tax compliance, and shall undergo, at a minimum a National Agency Check and Inquiries as a condition of work under the contract/order, to include a credit check and fingerprinting.

(2) If the duration of employment is less than 180 days or access is infrequent (e.g., 2-3 days per month) and the contractor requires unescorted access, the contractor employee must be eligible for access, per certification of tax compliance, and require at a minimum a fingerprint check (Special Agreement Check).

(3) With the exception of contractors who need access to IT systems, no background investigation or tax check is necessary if the duration of employment is less than 180 days or access is infrequent when there is escort provided by an IRS employee or an approved contractor employee at the same or higher position risk level.

The contractor employee will be permitted to perform under the contract and have access to IRS facilities only upon notice of an interim or final approval, as defined in Internal Revenue Manual (IRM) 10.23.2 – Contractor Investigations, and is otherwise consistent with IRS security practices and related IRMs, to include, but not limited to, IRM 1.4.6 – Managers Security Handbook, IRM 10.2.14 – Methods of Providing Protection, and IRM 10.8.1 - Policy and Guidance.

As prescribed in IRM 10.23.2, escorting in lieu of staff-like access for IT systems will not be allowed.

[End of clause]

**IR1052.204-9006 - NOTIFICATION OF CHANGE IN CONTRACTOR EMPLOYEE EMPLOYMENT STATUS, ASSIGNMENT, OR STANDING (JUN 2013)**

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

Receipt of the employee's notice of intent to separate from employment or discontinue work under this IRS contract/task order;

Knowledge of the employee's voluntary separation from employment or performance on this contract/task order (if no prior notice was given);

Transfer or reassignment of the employee and performance of duties under this contract/task order, in whole or in part, to another IRS contract/task order (and identify the gaining contract and representative duties/responsibilities to allow for an assessment of suitability based on position sensitivity/risk level designation);

- Separation, furlough or release from employment;
- Anticipated extended absence of more than 45 days;
- Change of legal name;
- Change to citizenship or lawful permanent resident status, or employment eligibility;
- Change in gender or other distinction when physical attributes figure prominently in the biography of an individual;
- Actual or perceived conflict of interest in continued performance under this contract/task order (provide explanation);
- Death.

When required by the COR, the contractor may be required to provide the information required by this clause to the IRS using the Archer application or similar application that will be used also to track security performance.

The notice shall include the following minimum information:

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

In the event the subject contractor employee is working on multiple contracts/orders, notification shall be combined, and the cognizant COR for each affected contract/order shall be included in the joint notification along with the CSM. These documents (the RAC and security forms) are also available by email request to CSM.)

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

[End of clause]

**IR1052.204-9007 - IRS SPECIALIZED INFORMATION TECHNOLOGY (IT) SECURITY TRAINING (ROLE-BASED) REQUIREMENTS (MAY 2013)**

(a) Consistent with the E-Government Act of 2002, Title III, Federal Information Security Management Act of 2002 (FISMA), Public Law 107-347, specialized IT security training (role-based) shall be completed annually by contractor employees who have a significant information technology security role or responsibility.

(b) Identifying Candidates with a Significant Role or Responsibility for Information/IT Security.

(1) Internal Revenue Manual 10.8.1.4.9.2 requires prospective contractor employees to complete specialized role based training prior to beginning duties related to their specialized IT security role(s) under the contract.

(2) Within 10 calendar days of contract award or order issuance, the Contractor shall submit to the Contracting Officer's Representative (COR) a list of contractor employees who will have a significant role or responsibility for information/IT security in the performance of the contract will identify the specific IT security role the employee will perform under the contract, and will indicate whether such employee(s) has/have completed role-based training, as well as the source and title/subject of the training.

(3) In collaboration with the Enterprise FISMA Services (EFS) Group in IT Cybersecurity, Security Risk Management and AWSS, Physical Security, Contractor Security Management, the COR will review the list and confirm that the employee(s) will serve in roles that entail significant responsibility for information/IT security, and will determine that the received training is adequate. The COR will inform the Contractor of the determinations. Indicators of who should complete specialized role-based training annually include, but are not limited to—

- Percentage of duties devoted to information/IT security. Typically, those with 50 percent of their work related to FISMA duties.
- Characteristics. Those privileged network user accounts that allow individual full system permissions to the resources within their authority or to delegate that authority.
- Catalog of Roles. Those serving in roles identified in the "Required Training Hours for IRS Roles" document maintained at the IT, Cybersecurity, Security Risk Management intranet site for Specialized IT Security Training.

(c) Modified Contracts: When existing contracts are modified to include this clause and it is determined that Contractor employees performing IT Security roles and responsibilities and have not been provided the training, the Contractor will be required to provide training to the employee(s) to be completed within 45 calendar days of the determination.

(c) New/Replacement Employees: The Contractor will provide role-based training to new or replaced employees who will have a significant information technology security role or responsibility under the contract prior to performance under the contract and will adhere to all other requirements set forth within this clause.

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

(e) Training Certificate/Notice. The contractor shall submit confirmation of annually completed specialized IT security training (role-based) using the government system identified by AWSS, PSEP, Contractor Security Management for each employee identified, with a copy to the Contracting Officer and Contracting Officer's Representative (COR), upon completion of the training.

(f) Administrative Remedies. A contractor who fails to provide specialized IT security training (role-based) requirements, within the timeframe specified, may lose its access privileges.

[End of Clause]

**IR1052.224-9008 - SAFEGUARDS AGAINST UNAUTHORIZED DISCLOSURE OF SENSITIVE BUT UNCLASSIFIED INFORMATION (JUN 2013)**

Treasury Directive Publication 15-71 (TD P 15-71), Chapter III – Information Security, Section 24 – Sensitive But Unclassified Information defines SBU information as ‘any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (USC) (the Privacy Act) but which has not been specifically authorized under criteria established by an executive order or an act of Congress to be kept secret in the interest of national defense or foreign policy.’” As further described in IRM 10.8.1 – Information Technology (IT) Security, Policy and Guidance, SBU may be categorized in one or more of the following groups—

- Returns and Return Information
- Sensitive Law Enforcement Information
- Employee Information
- Personally Identifiable Information
- Other Protected Information

Confidentiality requirements for tax returns and return information are established by Section 6103 of the Internal Revenue Code (26 U.S.C. 6103), and the penalties for unauthorized access and disclosure of returns and return information are found in Sections 7213, 7213A and 7431 of the Internal Revenue Code (26 U.S.C. 7213, 7213A and 7431).

Contractors who perform work at contractor managed sites using contractor managed IT resources shall adhere to the general guidance and specific security control standards or requirements contained in Publication 4812, Contractor Security Controls. Typically all contracts that require contractor (and its employees) to handle, manage, or process Sensitive but Unclassified (SBU) information shall be protected at the moderate risk level. The Publication 4812 provides a comprehensive list of all security controls and guidance and guidance.

As directed by the Contracting Officer, the contractor will be required to input data into Archer or a similar system to describe the security controls being used to protect information.

a. Eligibility, Fitness and Suitability. Contractor personnel hired for work within the United States or its territories and possessions and who require access, wherever the location, to IRS owned or controlled facilities or work on contracts that involve the design, operation, repair, or maintenance of information systems, and/or require access to SBU information, must meet the eligibility requirements under IRM 10.23.2, Contractor Investigations, and shall be subject to security screening and investigative processing, commensurate with the position sensitivity level, and in accordance with IRM 10.23.2, and TD P 15-71. Contractor employees must be favorably adjudicated prior to starting work on the contract or before being granted staff-like access (or interim staff-like access, if approved by Personnel Security) to IRS information systems or SBU information.

b. General Conditions for Allowed Disclosure. Any SBU information, in any format, made available to contractor personnel shall be treated as confidential information and shall be used only for the purposes of carrying out the requirements of this contract. Inspection by or disclosure to anyone other than a duly authorized officer or employee of the contractor shall require prior written approval of the IRS. Requests to make such inspections or disclosures shall be addressed to the Contracting Officer (CO).

c. Non-Disclosure Agreement (NDA). Consistent with TD P 15-71, Chapter II, Section 2, and IRM 10.23.2, each contractor employee who requires access to SBU information shall complete, sign and submit to Personnel Security –through the CO (or COR, if assigned)— an approved NDA.

d. Encryption. All SBU information must be protected at rest, in transit, and in exchanges (i.e., internal and external communications). The contractor shall employ encryption methods and tools to ensure the confidentiality, integrity, and availability of SBU information.

e. Incident and Situation Reporting. Within the first hour it becomes known, the contractor shall report any incident/situation to the COR (e.g., inspected or disclosed without authorization or disclosed to an unauthorized party, loss or stolen, misdirected, intercepted, hacked, or other situation has taken place that violates computer security policies). Concurrent with its reporting it to the COR, the contractor shall report incidents/situations (24x7x365) to Situation Awareness Management Center (SAMC) through any of the following methods:

Telephone: (202) 283-4809 (local) or toll free hotline at (866) 216-4809

Fax: (202) 283-0345

E-mail: [samc@cirsc.irs.gov](mailto:samc@cirsc.irs.gov)

f. In addition, if the SBU information is or involves returns or return information, or threatens the safety or security of personnel or information systems, the contractor shall report the incident/situation to the Treasury Inspector General for Tax Administration (TIGTA) hotline at (800) 366-4484.

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

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

h. The contractor shall completely purge from its systems and Electronic Information Technology, and/or return all SBU information (originals, copies, and derivative works) within 30 days of the point at which it has served its useful contractual purpose, or the contract expires or is terminated by the IRS (unless, the CO determines, and establishes, in writing, a longer period to complete the disposition of SBU information).

i. Subcontractors. Subcontractors of the contractor are held to the same provisions, investigative requirements, and standards of conduct for handling and protecting SBU information as employees of the prime contractor.

j. Other Safeguards. [Insert any additional disclosure safeguards provided by the Program Office/COR or that the Contracting Officer determines are necessary and in the best interest of the Government and not addressed elsewhere in the contract.]

[End of Clause]

**IR1052.239-9015 – INFORMATION SYSTEMS AND INFORMATION SECURITY CONTROLS FOR CONTRACTING ACTIONS SUBJECT TO PUBLICATION 4812 (JUN 2013)**

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

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

(b) The contractor will be required to input data into a system, to be defined by the IRS, to describe the security controls being used to protect information.

(c) Publication (PUB) 4812 Applicability. This contracting action is subject to Publication 4812 – Contractor Security Controls. PUB 4812 is available at: <http://www.irs.gov/uac/Procurement>.

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

Flowing down from Title III of the E-Government Act of 2002 (Public Law 107-347), also known as the Federal Information Security Management Act of 2002 (FISMA), and standards and guidelines developed by the National Institute of Standards and Technology (NIST), PUB 4812 identifies basic technical, operational, and management (TOM) security controls and standards required of under contracts for services that have a total value (inclusive of any options) greater than the micro-purchase threshold (for services), and in which contractors and contractor employees (or subcontractors (and subcontractor employees)) will either—

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

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

Unless the manual specifies otherwise, the IRS-specific requirements in PUB 4812 meet the standard for NIST Special Publication (SP) 800-53 – Federal Information Systems and Organizations (Revision 3 (AUG 2009)) (\*Errata as of May 1, 2010\*), and the security controls, requirements, and standards described therein are to be used in lieu of the common, at-large security control standards enumerated in NIST SP 800-53 (Rev. 3).

PUB 4812 also describes the framework and general processes for conducting contractor security reviews –performed by IT Cybersecurity—to monitor compliance and assess the effectiveness of security controls applicable to any given contracting action subject to PUB 4812. Upon completion of any IT Cybersecurity review, the contractor must submit a plan within fifteen (15) work days after notification of the results of the review to the CO, with a copy to the COR and IT Cybersecurity, that addresses the correction and mitigation of all identified weaknesses, to include a timeline for completion (d) Contractor Security Representative. The contractor shall assign and identify, upon award, a Contractor Security Representative (CSR) and alternate CSR to all contracts requiring access to Treasury/bureau information, information technology and systems, facilities, and/or assets. The CSR is the contractor’s primary point for the Government on all security-related matters and the person responsible for ensuring the security of information and information systems in accordance with the terms and conditions of the contract and all applicable security controls.

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

(End of clause)

#### **IR1052.239-9014 – INFORMATION SYSTEMS AND INFORMATION SECURITYCONTROLS FOR CONTRACTING ACTIONS SUBJECT TO INTERNAL REVENUE MANUAL (IRM) 10.8.1 (JUN 2013)**

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

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

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

(c) Based on Title III of the E-Government Act of 2002 (Public Law 107-347), also known as the Federal Information Security Management Act of 2002 (FISMA), and standards and guidelines developed by the National Institute of Standards and Technology (NIST), IRM 10.8.1 provides overall security control guidance for the IRS, and uniform policies and guidance to be used by each office, or business, operating, and functional unit within the IRS that uses IRS information systems to accomplish the IRS mission.

(d) Contractor Security Representative. The contractor shall assign and identify, in its offer, a Contractor Security Representative (CSR) and alternate CSR to all contracts requiring access to IRS information, information technology and systems, facilities, and/or assets. The CSR is the contractor's primary point for the Government on all security-related matters and the person responsible for ensuring the security of information and information systems in accordance with the terms and conditions of the contract and all applicable security controls. If required by the COR, the contractor will be required to input data into a system, to be defined by the IRS, to describe the security controls being used to protect information.

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

(End of clause)

## PART III – List of Documents, Exhibits and Other Attachments

### Section J

#### List of Attachments

Appendix No.	Title	Double Click to open file
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**A. FAR 2.101 – Definition of a Commercial Item**



FAR 2.101 Definition  
of a Comercial Item.p

**B. 2013 Credit Card Bulk Provider Requirements**



2013 Credit Card  
Bulk Provider Require

**C. Treasury Regulations 301.6311-2 Payment by Credit Card or Debit Card**



Treasury Reg  
6311-2.pdf

**D. Quality Assurance Surveillance Plan (QASP)**



Quality Assurance  
Surveillance Plan

**E. Past Performance Information Form**

**F. Past Performance Questionnaire**

**Past Performance Information Form**

**Appendix E**

Offeror's Name:
Client/Customer Company Name:
Title of Contract or Agreement and Identification Number, if any:
Client Project Manager or Contracting Representative Name, telephone number, fax number and E-mail address, if available:
Period of Performance:
Description of Service(s) or Product(s)
Number of Subcontractors, if any:
Compensation Type (client fixed price or cost reimbursement, user fee, or other):
Total Amount of Compensation:

--

The Offeror may attach documentation of any relevant quality awards or customer recognitions within the last three years which indicate a high-quality process for developing and producing the product or service required. Indicate whether a specific unit or the entire company received the award or recognition and when the award or recognition was bestowed. Offerors may also attach an additional page to this form if more space is needed to address the items above.

## Past Performance Questionnaire

## Appendix F

Offeror's Name:
Client/Customer Company Name:
Questionnaire Respondent Name and Title:

Date: \_\_\_\_\_

**Question 1:** How would you rate the Contractor's fulfillment of the terms of your contract (quality, timeliness, reporting, deliverable, cost control, etc.)?

☐ Neutral ☐ Exceptional ☐ Very Good ☐ Acceptable ☐ Marginal ☐ Unsatisfactory

**Question 2:** How would you rate the Contractor's technical abilities and support (e.g., competency, accessibility, etc.) when you had questions or concerns?

☐ Neutral ☐ Exceptional ☐ Very Good ☐ Acceptable ☐ Marginal ☐ Unsatisfactory

**Question 3:** How would rate the Contractor's customer service to your clients?

☐ Neutral ☐ Exceptional ☐ Very Good ☐ Acceptable ☐ Marginal ☐ Unsatisfactory

**Question 4:** How would you rate the Contractor's management of business relations with your company?

☐ Neutral ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

**Question 5:** How would you rate the Contractor in terms of providing sufficient staff resources to support your overall needs?

☐ Neutral ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

**Questions 6:** Would recommend the Contractor for another government or private sector contract?

☐ Neutral ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

Please provide an overall assessment of the contractor's performance on your contract and attached any additional comments that you believe will be helpful relative to the IRS evaluation of the contractor.

☐ Neutral ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

Neutral	In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past.
Exceptional	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit. 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
Very Good	To justify a Very Good rating, identify a significant event and state how it was a benefit. There should have been no significant weaknesses identified.
Satisfactory	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified.
Marginal	To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency ( <i>e.g.</i> , management, quality, environmental deficiency report or letter).
Unsatisfactory	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the

Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (*e.g.*, management, quality, safety, or environmental deficiency reports, or letters).

## PART IV - Representation and Instruction

### Section K

#### *Representations, certifications, and other statements of offerors or respondents*

##### **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 (Dec 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) 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.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is

incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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.

“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.

“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.

“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 Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA 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

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*[Offeror to identify the applicable paragraphs at (c) through (o) 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 ORCA.]*

(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, for general statistical purposes, 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 o is, o 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 o is, o 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 o 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) *[Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It \_\_\_ is, \_\_\_ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \_\_\_ has, \_\_\_ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) \_\_\_ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(11) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, 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)(11)(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 Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—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 Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) 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 terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other

foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *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.”

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.
---------------

_____
_____
_____

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

**Line Item No.    Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

**Line Item No.    Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act.

The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) \_\_\_ Are, \_\_\_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2)\_\_\_ Have,\_\_\_ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) \_\_\_ Are, \_\_\_ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) \_\_\_ Have,\_\_\_ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability.

Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to

compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

o TIN has been applied for.

o TIN is not required because:

- o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

*Alternate I (Apr 2011).* As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

*[The offeror shall check the category in which its ownership falls]:*

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia,

the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

*Alternate II (Jan 2012).* As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(10)(iii) to the basic provision:

(iii) *Address*. The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.acquisition.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, “address” refers to the address of the small disadvantaged business concern that is participating in the joint venture.

## **Section L**

### **Instructions, conditions, and notices to offerors or respondents**

#### **L. 1 PROPOSAL PREPARATION INSTRUCTIONS**

##### **L.1.1 COMMUNICATION**

(a) The Government may communicate with an offeror(s) in accordance with FAR 15.306(b) entitled, “Communication with offeror(s) before establishment of the competitive range.” However, such communications shall not be used to cure proposal deficiencies or material omissions. Communications shall not provide an offeror(s) an opportunity to “revise” its proposal but may address ambiguities or concerns (perceived deficiencies, weaknesses, errors, and/or mistakes).

##### **L.1.2 DISCUSSIONS AND CORRESPONDENCE**

(a) All communications concerning the solicitation, including any of a technical nature, must be made through the Contracting Officer. Correspondence, including written questions, should be directed to the address shown in Block 9 of the Standard Form 1449 and marked for the attention of the individual whose name appears in Block 7a of that form. All verbal communications should also be direct to that individual.

(b) Questions concerning any technical aspect of the solicitation shall be in writing. In order to ensure a timely response, questions should be received by the Contracting Officer at least 15 days before the due date of receipt of proposals. After this date, the Government will make every effort, but cannot guarantee that questions submitted will be answered before the RFP closing date.

##### **L.1.3 AMENDMENTS TO PROPOSAL**

(a) Changes to the proposal by the offeror(s) shall be accomplished by amended page(s). Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside margin of the page.

(b) The offeror(s) shall include the date of the amendment on the lower right hand edge of the page as well as the amendment number which caused the change.

##### **L.1.4 INSTRUCTIONS**

The following paragraphs set forth the format and instructions governing proposal preparation and submission:

#### **L.1.4.1 Purpose of Instructions**

The FAR Clause 52.212-1, Instructions to Offeror(s) – Commercial Items and these instructions prescribe the format of proposals and describe the approach to be used in the development and presentation of proposal data. They are designed to assure the submission of information essential to the understanding and comprehensive evaluation of the offeror(s) proposal.

The instructions permit the inclusion of any additional data or information an offeror(s) deems pertinent.

#### **L.1.4.2 Submission of Proposal**

Each offeror(s) proposal submitted in response to this solicitation shall be in two (2) volumes as described below. The technical proposal shall be submitted in an original and six copies. The business proposal shall be submitted in an original and three copies. The Offeror(s) are instructed to submit one (1) electronic copy of their proposal. A cover letter shall be provided. Proposals shall be prepared in accordance with these instructions, providing all required information in the format specified. Failure of a proposal to show compliance with these instructions may be grounds for exclusion of the proposal from further consideration.

##### **L.1.4.2.1 Volume I – Technical Proposal**

###### **L.1.4.2.1.1 General**

The offeror(s) shall provide a response to each section described below: NO PRICING DATA SHALL BE SUBMITTED IN THIS VOLUME. Prospective Offeror(s) are asked to bear in mind that all material submitted should be directly pertinent to the requirements of this RFP. Extraneous narratives, elaborate brochures, uninformative “Public Relations” material, and so forth shall not be submitted.

###### **L.1.4.2.1.2 Technical Proposal Page Limitation**

Technical Proposal page Length – Hard Copy technical proposals are limited to one hundred fifty (150) pages and shall be submitted on standard 8.5 by 11 inch white paper and in twelve (12) pitch font. Pages shall be numbered sequentially 1-150. Pages in excess of 150 will not be evaluated. Any government required spreadsheets/exhibits for this procurement will be part of the technical proposal page limitation of 150.

Maximum size of each e-mail message shall not exceed (10) megabytes. Due to security concerns, zipped attachments will not be accepted through our e-mail systems.

You may use multiple e-mail messages for one (1) electronic submission; however, you must annotate the size subject lines as mentioned above and number each e-mail in the following manner for three (3) e-mails: Message 1 of 3, Message 2 of 3, and Message 3 of 3.

Each e-mail submission must also include a signed SF-1449, Solicitation/Contract/Order for Commercial Items Cover Sheet. The cover shall be scanned and emailed with your submission.

Authentication for e-mail submission is verified by the Offeror returned address.

### **Section 1 – Transmittal Letter**

A transmittal letter shall be submitted stating how the offeror(s) meets the specifications in the RFP.

### **Section 2 – Executive Summary and Table of Contents**

Summarize the offer, highlighting the salient features of the proposal. Include a description of your approach and plans toward satisfying and supporting the requirements of this solicitation. Indicate your complete acceptance of the solicitation requirements or specify any exceptions. Provide a clear table of contents with page number references.

### **Section 3 – Factor A: Mandatory Business Requirements /Technical Capability**

Offeror(s) shall provide a statement explaining the offeror(s) position with respect to each of the Mandatory Business Requirements as stated in Section C.2.1 through C.2.51.5 in the RFP.

It is not enough for an offeror(s) to acknowledge the contract requirements and deliverables. The offeror(s) shall address each of the Mandatory Business Requirements and provide evidence in their proposal submission on how each requirement shall be satisfied by the offeror(s).

Offeror(s) shall organize their responses to the Government's Mandatory Business Requirements, as set forth in Section C.2.1 through C.2.51.5 in the RFP. In order to be considered for an award, the offeror(s) proposal must meet "ALL" the Government's Mandatory Business Requirements in Section C.2.1 through C.2.51.5 in the RFP. The Offeror's proposal shall describe solutions and approaches which include the people, processes and technologies for achieving the stated objectives for each of the Mandatory Business Requirement. This part of the evaluation will be rated as acceptable or unacceptable. Acceptable represents a proposal that meets the Mandatory Business Requirements. Unacceptable - represents a proposal that does not meet the Mandatory Business Requirements. An "Unacceptable" rating will be determined to represent a proposal deficiency as defined in FAR 15.001. "Deficiency" is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

The Access Board's Final Rule implementing Section 508 EIT Accessibility Standards, 36 CFR Part 1194.2(b) states,

The Government is mandated to comply with Section 508. The Contractor shall provide integration support for this PWS and shall achieve Section 508 compliance and maintain documentation demonstrating Section 508 compliance as stated in the PWS section C.11 in the RFP.

To ensure the government understands the offeror(s) represented Section 508 level of compliance for each product and product category, the offeror shall submit a Capability Statement for each product being offered.

The IRS has established its Section 508 needs for this acquisition based on its ability to determine the impact a provision has on the taxpayer population who possess different types of disabilities (for example: vision, visual acuity, hearing (deaf or hard of hearing), speech or motor skills/coordination). The IRS has no way to ascertain the types of disabilities taxpayers may possess, the Standards are considered to be of equal importance and each identified provision within the individual Standard(s) are considered to be of equal importance.

The IRS reserves the right to hold discussions with an offeror(s) regarding Section 508 and may hold discussions during the normal discussion sessions with offerors on other issues.

The IRS may utilize Subject Matter Experts (SMEs) from the IRS' Information Resources Accessibility Program Office (IRAP). These SMEs may be either full-time employees or contractors that will advise the technical evaluation panel members on 508 issues and compliance. The SME's will not be members of the technical panel which is responsible for the actual evaluation process, but will provide advice on Section 508 matters to the technical evaluation panel members. Information relative to Section 508 compliance that is provided within the contents of the offeror(s) proposal will be provided to the SMEs for review to ensure appropriate advice on compliance matters for this acquisition. Any SME given access to offeror(s) Section 508 information will enter into non-disclosure agreements and, as appropriate conflict of interests and standards of conduct disclosures.

Should a contractor employee's services be utilized, that individual's company/organization too will be required to comply with the non-disclosure and conflict of interest agreements.

Offeror(s) shall demonstrate the capability and knowledge in developing web based applications that fully comply with the Section 508 applicable standards and provisions.

The Offeror(s) shall provide an *Electronic Information Technology* (EIT) Accessibility Capability Statement which will address the following:

- Current capability in developing Section 508 compliant web applications
- How the offeror shall approach Section 508 requirements to ensure full compliance

- What remediation steps will be taken post award if the delivered solution is not fully compliant (how defects will be remediated )
- How will the solution be tested
- Vendors must test it's solution against top 6 Internet browsers.
- Vendors shall demonstrate their solutions to the government via live demo on annually and for the duration of the contract.

The Offeror(s) Capability Statement shall be typed and not exceed five (5) pages in length.

**NOTE: Any proposal that does not meet all the Government's Mandatory Business Requirements and does not demonstrate the ability to meet the applicable accessibility standards (H.3 Section 508) will be removed from further consideration for award.**

#### **Section 4 – Factor B: System Functionality and Usability**

Offeror(s) shall provide Factor B information in this section. Factor B – System Functionality and Usability will be evaluated using adjectival ratings. Offeror(s) shall provide a complete and thorough description on how the requirements will be satisfied.

The Offeror(s) shall:

1. Clearly and fully describe usability and features of approach to offering an electronic payment method.
2. Clearly and fully describe ease of implementation
3. Clearly describe the benefits and convenience to the taxpayer

#### **Section 5 – Factor C: Experience**

In this section Offeror(s) shall identify up to five (5) of its last contracts and discuss relevant experience, both for the Contractor(s) and any subcontractor, within the past three (3) years. This discussion shall cover how each particular job has provided capabilities and insights that will contribute to the successful performance of this contract.

#### **Section 6 - Factor D: Past Performance**

Past Performance – Within the last five (5) years, each Offeror(s) shall identify at least three (3) relevant contracts. The information described in Appendix F, Past Performance Information Form shall be provided for each of these contracts or agreements. A Past Performance

Questionnaire, Appendix G, will be used by the Government to collect information from the references identified in Appendix F. The Government will contact the references to complete the questionnaire (see Appendix G).

The Past Performance Information Retrieval System (PPIRS) has been established as a government-wide past performance system and services as a central warehouse for performance assessment reports.

PPIRS receives its completed reports from the Contractor Performance Assessment System (CPARS) and the Federal Awardee Performance and Integrity Information System (FAPIIS). The government will utilize PPIRS to perform past performance on Offeror(s). The government may also utilize other relevant information and sources in conducting past performance evaluations.

The Government will consider each of the Contractor's clients or customers as a specific past performance case. The Government will assign a single overall adjectival rating for Factor D Past Performance for each Contractor.

In accordance with FAR 15.305(a) (2) (iv): In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

## **Section 1 – General**

### **L.1.4.2.2 Volume II – Business Proposal**

The Government intends to award at least one but no more than three contracts to the responsible offeror(s) whose proposals represent the best value to the Government. Best value is defined in FAR Part 2, as the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. The Government will conduct the best value analysis using the factors listed in Section M below.

In performing best value analysis, the Government will compare any relevant differences among the evaluated proposals to determine which proposal(s) offer(s) the overall best value.

(a) The Government intends to evaluate proposals and award contracts without discussions with the offeror(s) except clarifications as described in FAR 15.306(a) and will evaluate each offer on the basis of the offeror(s) initial proposal. Therefore, the initial proposal should contain the Offeror(s) best terms from a technical and Convenience Fee standpoint.

(b) Each offeror(s) is responsible for ensuring that the information provided is thorough, accurate, and complete.

(c) The following documentation shall be included in the offeror(s) business proposal:

(1) Standards Form 1449 (Solicitation, Offer and Award For Commercial Items) along with Acknowledgement of Amendment(s), if any, with an original signature of an individual who has the authority to bind the firm. Include DUNS number in block 17A. Original signature only required on the original copy.

(2) Price Schedule – Submit convenience fee for each option period in the Price/Pricing Section of the Business proposal. The first eight (8) months of the base year are the transition period.

(3) 52.212-3 - Complete all Offeror Representations and Certifications –

Commercial Items (see 3. Clauses section of this RFP), (4) Amendment(s)  
Acknowledgement(s)

It is not necessary to respond on a paragraph by paragraph basis except as required for clarity.

## **Section 2 – Financial Capability**

The Contracting Officer will conduct a responsibility assessment of each offeror(s) being considered for award. The following information shall be submitted to assist the Contracting Officer in making a responsibility determination:

Sufficient information to demonstrate the financial capability to perform a contract of this size and duration. The offeror(s) shall provide information related to its current financial condition and the sources of all funds that will be used to finance contract performance. Indicate dollar amount, names and telephone numbers of banks and other sources of funds that may be contacted to verify the pertinent financial data. The offeror(s) shall include its two most recently audited annual financial statements.

Any interim financial statements such as quarterly reports shall also be provided if the annual statements are more than six months old. Interim financial reports may be unaudited.

## **Section 3 - Price Proposal**

In this section, the offeror(s) shall provide a detailed price proposal in accordance with Section B, Contract Pricing (Convenience Fee) of this RFP. The offeror(s) shall submit an original and three copies of their pricing proposal. Each paper copy of the price proposal shall be provided in a three ring binder to facilitate potential page changes. Each binder shall be marked on the front with the solicitation number, offeror(s) name and labeled “Price Proposal.” Offeror(s) shall provide one (1) electronic copy. The offeror(s) shall provide six (6) copies of their business proposals.

## **L. 2 DISPOSITION OF PROPOSALS**

After evaluation, selection, and contract award, unsuccessful proposals will be disposed of as follows: one copy of each proposal will be retained by the Contracting Officer and the remainder will be destroyed.

### **L.3 FAR 52.233-2 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:

Dianne Goosby

Contracting Officer

Internal Revenue Service

6009 Oxon Hill Road, OS:A:P:I:F:B

Oxon Hill, MD 20745

- (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. 4 INCURRING COST**

The Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds. There will be no reimbursement of bid and proposal costs from the Government.

## **L. 5 PROPOSALS NOT SELECTED**

Non-selection of any proposal will mean that another acceptable proposal was deemed to be more advantageous to the Government, or that no proposal was accepted. Offeror(s) whose proposals are not accepted will be so notified. Unsuccessful offeror(s) may request a debriefing concerning the perceived strengths and weaknesses of their proposal relative to the Government's expectations.

## **L. 6 ANNOUNCEMENT OF AWARD**

After notification to the successful offeror(s) and all other participating offerors, announcement of the contract awards will be made in FEDERAL BUSINESS OPPORTUNITIES.

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

## **L.7 OFFEROR(S) QUESTIONS AND GOVERNMENT ANSWERS**

Offeror(s) questions are due to the Contracting Officer no later than Monday, May 5, 2014, 2:00 PM EST. The Government will provide answers to Offeror(s) questions on or about May 13, 2014. Offeror(s) proposal is due Monday, May 26, 2014, 3:00 PM, EST.

## **Section M**

### **Evaluation factors for award**

#### **M.1 EVALUATION FOR AWARD(S)**

The Government intends to make at least one award but no more than three awards for this procurement. In order to be considered for an award, the offeror(s) must receive an acceptable rating for 1) Factor A, Technical Capability (Section 508) and Mandatory Business Requirements. The remaining factors: 2) Factor B, System Functionality and Usability, 3) Factor C, Experience, 4) Factor D, Past Performance will be evaluated using adjectival ratings. Factor E, Price, will be evaluated.

The Government reserves the right to award a contract on the basis of the initial offers received, without conducting discussions, in accordance with FAR 52.215-1(f), Contract Award. Therefore, initial offers should contain the Offeror's best terms from both a technical and price perspective. The Government, however, reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may also reduce the number of highly rated proposals and create a competitive range for purposes of efficiency. Should discussions take place, during discussions, Offerors must be informed of any significant weaknesses or deficiencies identified in the Offeror's quote which would prevent award to the Offeror.

#### **M.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The technical evaluation factors are listed below in descending order of importance, Factor A is more important than Factor B, Factor B is more important than Factor C, and Factor C is more important than Factor D and Factor D is more important than Factor E. The non-price factors (A,B,C, and D) when combined are more important than Factor E (price).

Factor A – Technical Capability (Mandatory Business Requirements)

Factor B - System Functionality and Usability

Factor C - Experience

Factor D - Past Performance

Factor E - Price

(b) A written notice of award or acceptance of an offer 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 whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

### **M.3 EVALUATION FACTORS FOR AWARD**

(a) The evaluation process designed for this procurement will include: Factor A –Technical Capability (Section 508) and Mandatory Business Requirements, Factor B - System Functionality and Usability, Factor C -Experience, Factor D - Past Performance and Factor E Price.

(b) Negotiations may be conducted with those offeror(s) whose responsive and technically acceptable technical proposals, combined with the Convenience Fee. Negotiations will be conducted to the extent deemed necessary by the Government.

However, offeror(s) are cautioned to submit its Convenience Fee Proposal on the most favorable basis since the Government reserves the right to make an award(s) without further negotiation or discussion, in accordance with FAR Subpart 15.306(a) (2) and (3). The Government will conduct prices analysis to determine fair and reasonableness prices-convenience fees.

### **M.4 EVALUATION PROCEDURES:**

The Government will evaluate offeror(s) proposal(s) in accordance with FAR 15.305(a)(1) and (2) and pursuant to FAR Provision 52.212-2, Evaluation – Commercial Items, the following evaluation factors and procedures apply to this acquisition: Technical Evaluation Factors (Factors A,B,C, D and E) – The technical evaluation factors identified in the RFP are listed in descending order of importance: Factor A is more important than Factor B, Factor B is more important than Factor C, and Factor C is more important than Factor D. Factors A-D when combined are more important the Factor E, Price.

This acquisition is being conducted as a full and open competition in accordance with the procedures set forth in FAR part 15, Contract by Negotiation. Specifically, the Government will evaluate offeror(s) proposals(s) in accordance with FAR 15.101-1 Tradeoff Process, to determine the best value for the Government. The established factors and proposal evaluations will be within the parameters of FAR Part 15.3.

Negotiations may be conducted with those offeror(s) who submit a proposal which is responsive and rated technically acceptable and propose a low Convenience Fee. Offeror(s) are cautioned to

submit their proposal on the most favorable basis since the Government reserves the right to make an award(s) without further negotiation or discussion, in accordance with FAR Subpart 15.306(a) (2) and (3).

Offeror(s) shall provide a complete and thorough description on how the evaluation factors (A - D) will be satisfied. For each technical evaluation factor above an adjectival rating will be assigned by the Technical Evaluation Team. Factor A- Technical Capability (Section 508) and Mandatory Business Requirements will be rated as **acceptable** or **unacceptable**, Factor B - System Functionality and Usability; Factor C -Experience, and Factor D - Past Performance will receive an adjectival rating. Factor E - Price will not be rated; the Government will evaluate the offeror(s) total debit and credit card fees.

The adjectival rating and definitions identified below will be used in evaluating Technical Proposals.

The Source Selection Panel will evaluate each offeror (s) proposal and identify significant strengths, strengths, weaknesses, significant weaknesses, deficiencies, risks and clarification.

**Significant Strength** – is an attribute of the Offeror’s proposal which is substantially very likely to lead or contribute to successful contract performance.

**Strength** – is an attribute of the Offeror’s proposal which is likely to lead or contribute to successful contract performance.

**Weakness** – is an attribute of the Offeror’s proposal which is likely to increase the probability of unsuccessful contract performance.

**Significant Weakness** – is an attribute of the Offeror’s proposal which is likely to substantially increase the probability of unsuccessful contract performance.

**Deficiency** – is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses or weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

**Risk** – the probability of the contractor not being successful.

**Clarification** – represents areas that are unclear and needs further explanation.

Panel members will identify areas in the proposal(s) that are not clear and need clarification.

The omission of information specified in the requirements as stated in the RFP will be evaluated as a proposal deficiency. The individual worksheet narrative documentation will not be retained once the consensus score and narrative are completed.

### **Factor A – Mandatory Requirements/ Technical Capability (Section 508)**

The “awardee (s) shall be “fully compliant” with the Section 508 applicable Standards and Provisions by the time performance begins (Implementation) as required in Section H.3, Section 508. However, for purposes of evaluation, the Offeror(s) must adequately demonstrate how the proposed solution is currently 508 complaint or capable of being compliant by the time performance begins. Failure to acceptably demonstrate how the offeror will comply with each of the Mandatory Business Requirements including the Section 508 requirements will result in an “Unacceptable” rating for the entire factor, and the offeror(s) proposal will not be eligible for award.

- Failure to demonstrate what steps will be taken to ensure full Section 508 compliance will be rated as **unacceptable**.
- Failure to demonstrate the capability in developing Section 508 web applications will be rated as **unacceptable**
- Failure to demonstrate a solution regarding how and when the Offeror system will be compliant for implementation date will be rated as **unacceptable**
- Failure to demonstrate a solution to how the Offeror’s system will be compliant after implementation date will be rated as **unacceptable**

\*NOTE: Acceptable - the Offeror(s) adequately demonstrates how the proposed solution is currently 508 complaint or capable of being compliant by the time performance begins (implementation).

Panel members will evaluate all offeror(s) in accordance with (IAW) the PWS, Section C.2.1 through 2.51.5, Mandatory Business Requirements.

### **Factor B – System Functionality and Usability**

The evaluators will use the following Rating Definitions/Adjectives below to evaluate Factors B. The Government will assign a single overall rating for Factor B.

Exceptional	“E”	The proposal contains several strengths. Most are significant, and any minimal minor weaknesses do not require discussions, and no deficiencies. Based on information provided, there is no doubt that the contractor demonstrates an exceptional understanding of the services required to exceed most contract requirements. The highest quality of contract performance is anticipated with little or no risk of unsuccessful contract performance.
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Very Good	"VG"	The proposal contains strengths. Some are significant, and there are minimal minor weaknesses that do not require discussions, and no deficiencies. Based on the information provided, there is little doubt that the contractor demonstrates a high quality of understanding of the services required to meet or exceed some contract requirements. There is a high probability of success with little or no risk of unsuccessful contract performance.
Acceptable	"A"	The proposal contains no or very few significant strengths, some minor weaknesses that will not prevent successful completion of the contract, and no deficiencies. Based on the information provided, the contractor demonstrates the minimum level of understanding of the services required to meet contract requirements. There is a fair probability of success with a moderate degree of acceptable risk.
Marginal	"M"	The proposal contains deficiencies and/or a number of significant weaknesses that may prevent successful completion of the contract but could contain strengths. Based on information provided, there is doubt that the contractor understands the services required to meet the contract requirements. Requirement/services can be met only with major changes to the proposal. There is a low probability of success with multiple minor risks or one or more major risks that, if not mitigated, will likely impede successful performance.
Unsatisfactory	"U"	The proposal has many deficiencies and/or gross omissions, and many significant weaknesses, with no significant strengths. The proposal demonstrates the contractor's failure to understand much of the scope of work necessary to perform the required tasks, failure to provide a reasonable, logical approach to fulfilling much of the government's requirements or failure to meet many requirements in the solicitation. One or more areas would have to be completely revised in order to attempt to make it other than unacceptable. Proposal presents an unacceptably high degree of risk to successful contract performance.

### **Factor C – Experience**

Experience – Offeror(s) shall identify up to three (3) of its most recent contracts and demonstrate ***relevant*** experience, both for the Contractor(s) and any subcontractor, within the past five (5) years. Along with demonstrating relevant experience, the Offeror shall include personnel qualifications and technical and management expertise which will exemplify their experience.

Experience does not include past performance. Experience reflects whether Offerors have performed similar work before. Past performance describes how well Offerors performed the work, i.e. how well they executed what was promised in the proposal.

The Government will evaluate each of the offeror(s) clients or customers as a specific experience and capabilities case. The Government will assign a single overall adjectival rating for Factor C (See Experience Definitions/Adjectives listed below).

#### Experience Definitions/Adjectives for Factor C

Exceptional	"E"	Offeror's Experience contains several strengths. Most are significant, and any minimal minor weaknesses do not require discussions, and no deficiencies. Based on information provided, there is no doubt that the contractor's experience demonstrates an exceptional understanding of the services required to exceed most contract requirements. The highest quality of contract performance is anticipated with little or no risk of unsuccessful contract performance.
Very Good	"VG"	Offeror's experience contains strengths. Some are significant, and there are minimal minor weaknesses that do not require discussions, and no deficiencies. Based on the information provided, there is little doubt that the contractor demonstrates a high quality of experience required to meet or exceed some contract requirements. There is a high probability of success with little or no risk of unsuccessful contract performance.
Acceptable	"A"	offeror's experience contains no or very few significant strengths, some minor weaknesses that will not prevent successful completion of the contract, and no deficiencies. Based on the information provided, the offeror's experience demonstrates the minimum level of understanding of the services required to meet contract requirements. There is a fair probability of success with a moderate degree of acceptable risk.
Marginal	"M"	Offeror's experience contains deficiencies and/or a number of significant weaknesses that may prevent successful completion of the contract but could contain strengths. Based on information provided, there is doubt that the contractor understands the services required to meet the contract requirements. There is a low probability of success with multiple minor risks or one or more major risks that, if not mitigated, will likely impede successful performance.
Unacceptable	"U"	Offer's experience has many deficiencies, and many

		significant weaknesses, with no significant strengths. The offerors experience proposal demonstrates the contractor's inability to perform much of the scope of work necessary to perform the required tasks, failure to provide a reasonable, logical approach to fulfilling much of the government's requirements or failure to meet many requirements in the solicitation. One or more areas would have to be completely revised in order to attempt to make it other than unacceptable. Proposal presents an unacceptably high degree of risk to successful contract performance.
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### **Factor D – Past Performance**

Past Performance – The Offeror will provide at least three (3) past or current (including Federal, State, and local government and private) contracts performed with in the last five (5) years that are relevant and similar in service/support, complexity, dollar value, contract type, size, scope and degree of subcontracting/teaming to the Government’s requirement. The information described in Appendix E, Past Performance Information Form shall be provided for each of these contracts. A Past Performance Questionnaire, located at Appendix F, will be used by the Government to collect information from the references identified in Appendix E. Appendix F is provided for your information only. The Government will contact the references as necessary for completion of the questionnaire.

Past performance does not include Experience. Past performance describes how well Offerors performed the work, i.e. how well they executed what was promised in the proposal. Experience reflects whether Offerors have performed similar work before.

The Past Performance Information Retrieval System (PPIRS) has been established as a government-wide past performance system and services as a central warehouse for performance assessment reports.

PPIRS receives completed reports from the Contractor Performance Assessment System (CPARS) and the Federal Awardee Performance and Integrity Information System (FAPIS). The government may utilize PPIRS to perform past performance on Offeror(s). The government may also utilizes other relevant information and sources in conducting past performance evaluations.

The Government will consider each of the Contractor’s clients or customers identified. The Government will evaluate each offerors’ performance. Performance is based on the Offerors’ present and past performance. Offeror(s) with no past performance will not be evaluated favorable or unfavorable will receive a rating of “neutral.”

The Government will assign a single overall adjectival rating for Factor D, Past Performance for each Offeror(s). In accordance with FAR 15.305 (a) (2) (i), Past Performance information is one indicator of an offeror(s) ability to perform the contract successfully.

The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered.

In accordance with FAR 15.305(a) (2) (iv), Contractor(s) lacking relevant past performance or for whom information on past performance is not available, the Contractor(s) may not be evaluated favorably or unfavorably will receive a rating of "neutral."

#### Past Performance Rating Definitions/Adjectives

Neutral	N	The absence of relevant present and past performance information will result in the assignment of a neutral rating. Unknown risk. (The contractor has little or no recent/relevant past performance upon which to base a meaningful performance risk prediction.)
Exceptional	"E"	Highly relevant past performance record involving contracts similar in size, scope, and complexity to the solicitation requirements. Performance significantly and consistently exceeds contract requirements to the Government's benefit. There were no quality, cost or schedule issues identified. Risk to successful performance is low.
Very Good	"VG"	Highly relevant past performance record involving contracts similar in size, scope, and complexity to the solicitation requirements. Performance meets all contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. Risk to successful performance is low.
Satisfactory	"S"	Relevant or highly relevant past performance record involving contracts of similar size, scope, and complexity to the solicitation requirements. Performance meets contractual requirements. The contractual performance of the element contains some minor problems for which proposed corrective actions taken by the contractor appear satisfactory, or completed corrective actions were satisfactory. There is an acceptable amount of risk to successful contract performance.
Marginal	"M"	Relevant or somewhat relevant past performance record involving contracts similar in size, scope, and complexity to the solicitation requirements. Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a

		serious problem for which the contractor has submitted minimal corrective actions, if any. The contractor's proposed actions appear only marginally effective or were not fully implemented. There is a moderately high risk that the contractor will not successfully perform.
Unsatisfactory	"U"	May have a relevant past performance record involving contracts similar in size, scope, and complexity to the solicitation requirements, however, performance does not meet contractual requirements and recovery is not likely in a timely or cost effective manner. The contractual performance of the element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. There is an unacceptably high risk that the contractor will not successfully perform.

## **M.5 PRICE EVALUATION (Convenience fee)**

Price (Convenience Fee) will be evaluated for the entire contract period, including the base period and all option periods. No adjectival rating score will be applied to the price evaluation. Price (Convenience Fee) evaluation will be undertaken concurrently with the technical evaluation.

## **M.6 PRICE ANALYSIS**

Price analysis of the offeror(s) price (convenience fee) will be conducted using one or more of the applicable techniques cited in FAR 15.404-1(b).

## **M.7 FIXED UNIT PRICES (CONVENIENCE FEE)**

To be considered acceptable under this solicitation, offeror(s) shall offer fixed unit prices for the initial contract period and fixed unit prices for each separate option renewal period, which prices must remain in effect throughout that period.

## **M.8 CONTRACT RESPONSIBILITIES**

(a) Although not an evaluation factor, an essential part of the source selection is the Contracting Officer's determination of the contractor's responsibility (see FAR 9.1). The IRS will collect and analyze all necessary commercial and financial information concerning offeror(s) in the final competitive range or for the initial, apparent successful offeror(s) if the Government decides to award without discussions.

(b) All communications with offeror(s) concerning the company's financial resources, ability to comply with the schedule, performance record, integrity and business ethics, managerial controls, technical equipment or facilities, or status as otherwise qualified and eligible, may or may not constitute discussions.

## **M.9 BASIS FOR AWARD**

Notwithstanding the terms and conditions specified for FAR 52.212-2” Evaluation ---

Commercial Items (JAN 1999)” Any and all items in FAR 52.212-2 that are not specifically tailored or supplemented remain in full force and effect s specified in FAR 52.212-2.

a. The evaluation will be conducted on the basis of best value to the Government. Best value means the expected outcome of an acquisition that in the Government’s estimation provides the greatest overall benefit in response to the requirement and is performed through an integrated assessment and trade-off between non-price factors and price (convenience fees).

A tradeoff method will be used to determine best value and to make an award. Technical/non-price factors are significantly more important than price, as technical factors become more equal, price (convenience fees) becomes more important. It is possible, after trade-off analysis, that the Government will award this contract(s) to a technically superior Offeror whose price-convenience fees are higher, or to an Offeror with a lower technical score whose price-convenience fees are a better value to the Government. The Government will evaluate the Offeror(s) combined total debit and credit card fees (convenience fees), for the Base Period and all Option Periods. The Government will conduct price analysis to determine fair and reasonableness prices-convenience fees. Price will be evaluated based on the market value and comparison of prices between the proposals. Offeror(s) convenience fees must be competitive with the current convenience fees listed in the RFP.

b. Each offer will be rated in accordance with its content. The Government will not assume adequacy of performance in areas not specified in the Offeror’s written proposal. Because the Government intends to evaluate proposals and may make award without discussions with Offerors, each initial offer should contain the Offeror’s best terms from a technical and price (convenience fees) standpoint. The Government, however, reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

c. Proposals that are unrealistic in terms of either technical or price (convenience fees) may deemed reflective of an inherent lack of competence or an indication of failure to comprehend the complexity and risks associated with the solicitation requirements and may result in a determination of unacceptability.