

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 109	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 86543G18R00007		6. SOLICITATION ISSUE DATE 08/31/2018
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DARLENE POPE			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 09/05/2018 1100 ET
9. ISSUED BY US DEPARTMENT OF HUD OFFICE OF THE CHIEF PROCUREMENT OFFICER 451 SEVENTH STREET SW ROOM 5256 WASHINGTON DC 20410-1000				CODE HUD-NPR	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> 8(A) NAICS: 541211 SIZE STANDARD: \$20.5		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO		CODE	16. ADMINISTERED BY US DEPARTMENT OF HUD OFFICE OF THE CHIEF PROCUREMENT OFFICER 451 SEVENTH STREET SW ROOM 5256 WASHINGTON DC 20410-1000				
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
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
0001	OMB Circular A-123 Services						
0002	Base Year - Transition In (PWS 1.13)				1	LO	
0003	Base Year - Program Management (PWS 5.1)				12	MO	
0004	Base Year - Assess FHA's Financial Reporting Control Environment (PWS 5.2)				1	EA	
	Base Year - Document The Nature and Content of Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				1	EA	
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"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 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. <input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____							
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				CARMEN L. CALLOWAY			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	FHA's Primary Controls Over Financial Reporting (PWS 5.3)				
0005	Base Year - Complete Plan for Testing Controls (PWS 5.4.1)	1	EA		
0006	Base Year - Conduct Testing of Controls and Report Results (PWS 5.4.2)	1	EA		
0007	Base Year - Review NIST Required Documents (PWS 5.5)	1	EA		
0008	Base Year - Report on Assessment of Internal Control Over Financial Reporting and Recommended Assurance Statement (PWS 5.6)	1	EA		
0009	Base Year - Corrective Action Plan (CAPS) (PWS 5.7)	12	MO		
0010	Base Year - Risk and Controls Enterprise Wide Risk Management (PWS 5.8)	1	EA		
0011	Option Year 1 - Program Management (PWS 5.1) (Option Line Item)	12	MO		
0012	Option Year 1 - Assess FHA's Financial Reporting Control Environment (PWS 5.2) (Option Line Item)	1	EA		
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0013	Option Year 1 - Document The Nature and Content of FHA's Primary Controls Over Financial Reporting (PWS 5.3) (Option Line Item)	1	EA		
0014	Option Year 1 - Complete Plan for Testing Controls (PWS 5.4.1) (Option Line Item)	1	EA		
0015	Option Year 1 - Conduct Testing of Controls and Report Results (PWS 5.4.2) (Option Line Item)	1	EA		
0016	Option Year 1 - Review NIST Required Documents (PWS 5.5) (Option Line Item)	1	EA		
0017	Option Year 1 - Report on Assessment of Internal Control Over Financial Reporting and Recommended Assurance Statement (PWS 5.6) (Option Line Item)	1	EA		
0018	Option Year 1 - Corrective Action Plan (CAPS) (PWS 5.7) (Option Line Item)	12	MO		
0019	Option Year 1 - Risk and Controls Enterprise Wide Risk Management (PWS 5.8) (Option Line Item)	1	EA		
0020	Option Year 2 - Program Management (PWS 5.1) (Option Line Item)	12	MO		
0021	Option Year 2 - Assess FHA's Financial Reporting Control Environment (PWS 5.2) (Option Line Item)	1	EA		
0022	Option Year 2 - Document The Nature and Content of FHA's Primary Controls Over Financial Reporting (PWS 5.3) (Option Line Item)	1	EA		
0023	Option Year 2 - Complete Plan for Testing Controls (PWS 5.4.1) (Option Line Item)	1	EA		
0024	Option Year 2 - Conduct Testing of Controls and Continued ...	1	EA		

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Report Results (PWS 5.4.2) (Option Line Item)				
0025	Option Year 2 - Review NIST Required Documents (PWS 5.5) (Option Line Item)	1	EA		
0026	Option Year 2 - Report on Assessment of Internal Control Over Financial Reporting and Recommended Assurance Statement (PWS 5.6) (Option Line Item)	1	EA		
0027	Option Year 2 - Corrective Action Plan (CAPS) (PWS 5.7) (Option Line Item)	12	MO		
0028	Option Year 2 - Risk and Controls Enterprise Wide Risk Management (PWS 5.8) (Option Line Item)	1	EA		
0029	Option Year 3 - Program Management (PWS 5.1) (Option Line Item)	12	MO		
0030	Option Year 3 - Assess FHA's Financial Reporting Control Environment (PWS 5.2) (Option Line Item)	1	EA		
0031	Option Year 3 - Document The Nature and Content of FHA's Primary Controls Over Financial Reporting (PWS 5.3) (Option Line Item)	1	EA		
0032	Option Year 3 - Complete Plan for Testing Controls (PWS 5.4.1) (Option Line Item)	1	EA		
0033	Option Year 3 - Conduct Testing of Controls and Report Results (PWS 5.4.2) (Option Line Item)	1	EA		
0034	Option Year 3 - Review NIST Required Documents (PWS 5.5) (Option Line Item)	1	EA		
0035	Option Year 3 - Report on Assessment of Internal Control Over Financial Reporting and Recommended Assurance Statement (PWS 5.6) Continued ...	1	EA		

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item)				
0036	Option Year 3 - Corrective Action Plan (CAPS) (PWS 5.7) (Option Line Item)	12	MO		
0037	Option Year 3 - Risk and Controls Enterprise Wide Risk Management (PWS 5.8) (Option Line Item)	1	EA		
0038	Option Year 4 - Program Management (PWS 5.1) (Option Line Item)	12	MO		
0039	Option Year 4 - Assess FHA's Financial Reporting Control Environment (PWS 5.2) (Option Line Item)	1	EA		
0040	Option Year 4 - Document The Nature and Content of FHA's Primary Controls Over Financial Reporting (PWS 5.3) (Option Line Item)	1	EA		
0041	Option Year 4 - Complete Plan for Testing Controls (PWS 5.4.1) (Option Line Item)	1	EA		
0042	Option Year 4 - Conduct Testing of Controls and Report Results (PWS 5.4.2) (Option Line Item)	1	EA		
0043	Option Year 4 - Review NIST Required Documents (PWS 5.5) (Option Line Item)	1	EA		
0044	Option Year 4 - Report on Assessment of Internal Control Over Financial Reporting and Recommended Assurance Statement (PWS 5.6) (Option Line Item)	1	EA		
0045	Option Year 4 - Corrective Action Plan (CAPS) (PWS 5.7) (Option Line Item)	12	MO		
0046	Option Year 4 - Risk and Controls Enterprise Wide Risk Management (PWS 5.8) (Option Line Item)	1	EA		

SECTION II- SUPPLIES AND SERVICES

- 2.1 DESCRIPTION:** The Department of Housing and Urban Development (HUD), Federal Housing Administration (FHA) requires internal control services of a Contractor to provide OMB-Circular A-123 Support Services.
- 2.2 CONTRACT TYPE:** This is a Firm Fixed Price contract.
- 2.3 SERVICES:** The Contractor shall provide the supplies and services in accordance with the Performance Work Statement (PWS).

SECTION III – CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

HUDAR: https://www.hud.gov/program_offices/cpo/hudar

- 52.202-1 DEFINITIONS (NOV 2013)**
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)**
- 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)**
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)**
- 52.203-16 PREVENTING PERSONAL CONFLICT OF INTEREST (DEC 2011)**
- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)**
- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**
- 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JAN 2017)**
- 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)**
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)**
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**
- 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATION AND CERTIFICATIONS (OCT 2015)**
- 52.232-1 PAYMENTS (APR. 1984)**
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)**
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**
- 52.243-1 CHANGES – FIXED-PRICE (AUG 1987)**
- 52.244-6 SUBCONTRACTORS FOR COMMERCIAL ITEMS (JUL 2018)**
- 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)**
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)**
- 2452.201-70 COORDINATION OF DATA COLLECTION ACTIVITIES. (DEC 2012)**
- 2452.203-70 PROHIBITION AGAINST THE USE OF GOVERNMENT EMPLOYEES (FEB 2006)**

2452.208-71 REPRODUCTION OF REPORTS. (APR 1984)
2452.209-71 LIMITATION ON FUTURE CONTRACTS. (FEB 2000)
2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. (APR 1984)
2452.222-70 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES. (FEB 2006)
2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE. (MAR 2016)
2452.237-75 ACCESS TO HUD FACILITIES. (DEC 2012)
2452.237-77 TEMPORARY CLOSURE OF HUD FACILITIES. (MAR 2016)
2452.239-70 ACCESS TO HUD SYSTEMS. (MAR 2016)
2452.244-70 CONSENT TO SUBCONTRACT (MAR 2016)
2452.246-70 INSPECTION AND ACCEPTANCE (FEB 2006)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (JAN 2017)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

☒ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

☐ (10) (Reserved)

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

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) (Reserved)

☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (NOV 2016) of 52.219-9.

☐ (v) Alternate IV (NOV 2016) of 52.219-9.

- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35) (Removed)

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if

the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

☒ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (48) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41,

112-42, and 112-43.

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (58) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (60) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

☐ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

☐ (ii) Alternate I (APR 2003) of 52.247-64.

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

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☐ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(x) 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.

(xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xii) [X] (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) (Removed)

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 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.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days before the contract expires.

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

(a) The Government may extend the term of this contract by written notice to the Contractor 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 5 years.

52.219-11 Special 8a Contract Conditions (JAN 2017)

The Small Business Administration (SBA) agrees to the following:

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements, delegates to Department of Housing and Urban Development (HUD) the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that HUD shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by HUD.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the *Disputes* clause of said subcontract.
- (f) To notify the HUD's Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS. (JAN 2017)

- (a) The Small Business Administration (SBA) has entered into Contract number **TBD** with HUD to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
- (b) **EliteBco LLC**, hereafter referred to as the subcontractor, agrees and acknowledges as follows:
 - (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. **TBD** for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
 - (2) That the SBA has delegated responsibility, except for novation agreements, for the administration of this subcontract to HUD with complete authority to take any action on behalf of the Government under the conditions of this subcontract.
 - (3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of HUD.
 - (4) That it will notify HUD's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by HUD.

52.219-17 Section 8(A) Award (JAN 2017)

a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements, delegates to the U.S. Department of Housing and Urban Development the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the U.S. Department of Housing and Urban Development Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the U.S. Department of Housing and Urban Development.

52.219-18 Notification of Competition Limited to Eligible 8(a) Participants

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.
- (2) The **Elitebco, LLC** will notify the **U.S. Department of Housing and Urban Development (HUD)** Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

2452.211-70 Effective Date and Contract Period (FEB 2006)

- (a) This contract shall be effective on **TBD**.
- (b) The contractor shall complete all work including all deliveries by **TBD**.
- (c) Delivery dates for specific services and deliverables shall be as set forth in the Schedule

2452.227-70 GOVERNMENT INFORMATION. (DEC 2012) - ALTERNATE I (DEC 2012)

- (a) Definitions. As used in this clause, "Government information" includes-

Contractor-acquired information, which means information acquired or otherwise collected by the Contractor on behalf of the Government in the context of the Contractor's duties under the contract. Government-furnished information (GFI), which means information in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. GFI also includes contractor-acquired information if the contractor-acquired information is a deliverable under the contract and is for continued use under the contract. Otherwise, GFI does not include information that is created by the Contractor and delivered to the Government in accordance with the requirements of the work statement or specifications of the contract. The type, quantity, quality, and delivery requirements of such deliverable information are set forth elsewhere in the contract schedule.

- (b) Information Management and Information Security.

(1) The Contractor shall manage, account for, and secure all Government information provided or acquired by the contractor. The Contractor shall be responsible for all Government information provided to its subcontractors. The Contractor agrees to include a requirement in each subcontract under this contract that flows down the protection from disclosure requirements.

(2) The Contractor's responsibility for Government information extends from the initial provision or acquisition and receipt of information, through stewardship, custody, and use until returned to, or

otherwise disposed of, as directed by the Contracting Officer. This requirement applies to all Government information under the Contractor's accountability, stewardship, possession or control, including its subcontractors.

(c) Use of Government information. (1) The Contractor shall not use any information provided or acquired under this contract for any purpose other than in the performance of this contract.

(2) The Contractor shall not modify or alter the Government information, unless authorized in writing, in advance, by the Contracting Officer.

(d) Government-furnished information. See Section 3.4 of PWS.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished information will be suitable for contract performance and will be delivered to the Contractor by the dates stated in paragraph (d)(1) of this clause.

(i) The Government does not warrant the validity or accuracy of the Government-furnished information unless otherwise noted.

(ii) In the event that information received by the Contractor is not in a condition suitable for its intended use, the Contractor shall immediately notify the Contracting Officer in writing. Upon receipt of the Contractor's notification, the Contracting Officer shall advise the Contractor on a course of action to remedy the problem.

(iii) If either the failure of the Government to provide information to the Contractor by the dates shown in this clause or the remedial action taken under this clause to correct defective information causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the Contracting Officer shall consider an equitable adjustment to the contract. The Contractor shall provide to the Contracting Officer its written statement describing the general nature and amount of the equitable adjustment proposal within 30 days after the remedial action described in paragraph (ii) herein is completed, or within 30 days after the date upon which the Government failed to provide information, unless the Contracting Officer extends this period.

(3)(i) The Contracting Officer may, by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished information under this contract;

(B) Substitute other Government-furnished information for the information previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use the information.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Rights in information. Government information is the property of the U.S. Government unless otherwise specifically identified. The specific rights in any other information acquired or created by the Contractor under this contract shall be as expressed in the "Rights in Data" clause contained in this contract.

(f) Government access to information. The Government shall have the right to access any Government information maintained by the contractor and any subcontractors. The Contractor shall provide the Contracting Officer, and other duly authorized Government representatives, with access to all Government information, including access to the Contractor's facilities, as necessary, promptly upon written notification by the Contracting Officer. Such notification may be by electronic mail.

(g) Contractor liability for Government information. (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, theft, damage, or destruction to the Government information furnished or acquired under this contract, except when the loss, theft, damage, or destruction is the result of the Contractor's failure to properly manage, account for, and safeguard the information in accordance with this clause.

(2) In the event of any loss, theft, damage, or destruction of Government information, the Contractor shall immediately take all reasonable actions necessary to protect the Government information from further loss, theft, damage, or destruction.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, theft, damage, or destruction of Government information.

(h) Information alteration and disposal. Except as otherwise provided for in this contract, the Contractor shall not alter, destroy, or otherwise dispose of any Government information unless expressly directed by the Contracting Officer to do so.

(i) Return of Government information to the Government. (1) The Government may require the Contractor to return Government Information to the Government at any time. Upon demand by the Contracting Officer or his/her representative, the Contractor shall return all Government information to the Government as directed by the Contracting Officer or other individual designated by the Contracting Officer.

(2) The Contractor's failure to return all information as directed, including directions regarding the time frames for delivery back to the Government and directions prescribing the form in which the data must be returned, shall be considered a breach of contract, and the Government shall have the right to physically remove the Government information from the Contractor, including removal of such information from the Contractor's physical premises and from any electronic media (e.g., Contractor's computer systems).

(3) When required to return Government information to the Government, the Contractor shall do so at no cost to the Government. The Government shall not be responsible for the cost of data format conversion and the cost of delivery, if any.

(4) The Contractor shall ensure that all Government information provided to subcontractors is returned to the Government.

(5) In the event of Contractor delay in returning the Government Information to the Government, for each calendar day late, the Contracting Officer has the discretion to deduct [] (Contracting Officer insert dollar amount or percentage) from the total value of the contract, and/or withhold payment from the Contractor.

(j) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

- (1) Any delay in delivery of Government-furnished information.
- (2) Delivery of Government-furnished information in a condition not suitable for its intended use.
- (3) An increase, decrease, or substitution of Government-furnished information.
- (4) Failure to correct or replace Government information for which the Government is responsible.
- (k) Subcontracts. The Contractor shall ensure that all subcontracts under which Government information is provided to a subcontractor include the basic terms and conditions set forth in paragraphs (a), (b), (c), (f), and (h) of this clause in each subcontract. Subcontracts shall clearly describe the Government information provided to the subcontractor. The Contractor shall be responsible for all Government information provided to subcontractors.

HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED PRICE) (MAR 2016)

- (a) *Payment Schedule.* Payment of the contract price (see Pricing Schedule, page of the contract) will be made upon completion and acceptance of all work unless a partial payment schedule is included below:
- (b) *Submission of invoices.*

(1) The Contractor shall obtain access and submit invoices to the Department of Treasury Bureau of Fiscal Services' Invoice Platform Processing System via the Web at URL: <https://arc.publicdebt.treas.gov/ipp/fsippqrg.htm> in accordance with the instructions on the Web site. To constitute a proper invoice, the invoice must include all items required by the FAR clause at 52.232-25, "Prompt Payment."

(2) To assist the government in making timely payments, the contractor is also requested to include on each invoice the appropriation number shown on the contract award document (e.g., block 14 of the Standard Form (SF) 26, block 21 of the SF-33, or block 25 of the SF-1449).

(c) *Contractor Remittance Information.* The contractor shall provide the payment office with all information required by other payment clauses or other supplemental information (e.g., contracts for commercial services) contained in this contract. (d) *Final Invoice Payment.* The final invoice shall not be paid prior to certification by the Contracting Officer that all work has been completed and accepted.

2452.232-72 LIMITATION OF GOVERNMENT'S OBLIGATION (DEC 2012)

- a) Funds are not available for full funding of all contract line items under this contract. The incrementally funded line items and their anticipated funding schedule are as follows:

Contract Line Item Number	Total Price	Amount of current funding	Anticipated date(s) of future funding

The Contracting Officer will revise this table as funds are allotted to the contract.

(b) For the incrementally funded line item(s) in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract for these contract line items. The Contractor is not authorized to continue work on the incrementally funded line item(s) beyond that point. The Government will in no event be obligated to reimburse the Contractor in excess of the amount allotted to the contract for the incrementally funded line item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience of applicable line item(s) includes costs, profit, and estimated termination settlement costs for those line item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least **90 days prior** to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate **85 percent** of the total amount then allotted to the contract for performance of the applicable line item(s). This notification will state: the estimated date when that point will be reached; and an estimate of the amount of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause (or to another mutually agreed-upon date). The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the line item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed-upon date, the Contracting Officer will terminate any line item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the incrementally funded line item(s), the parties will agree to the period of contract performance covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed-upon date(s), and the contract will be modified accordingly.

(e) If the Contractor incurs additional costs or is delayed in the performance of the work under this contract solely by reason of the failure of the Government to allot additional funds in amounts sufficient for timely performance of the incrementally funded line item(s), and then additional funds are allotted, an equitable adjustment will be made in the line item price(s) or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder shall be considered a dispute subject to the "Disputes" clause in this contract.

(f) The Government may allot additional funds for the performance of the incrementally-funded line item(s) at any time prior to termination.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the incrementally funded line item(s) and will no longer apply once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government." (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

2452.237-79 Post Award Conference (March 2016)

The Contractor shall be required to attend a post-award conference on DATE **TBD** to be held at 451 7th Street SW, Washington DC 20410, unless other arrangements are made. All Contractors must have a valid ID for security clearance into the building.

AS-1 PRESERVATION OF, AND ACCESS TO, CONTRACT RECORDS

(a) For the purposes of this clause –

"Contract records" means information created or maintained by the contractor in the performance of the contract. Contract records include documents required to be retained in accordance with FAR 4.703 and other information generated or maintained by the contractor that is pertinent to the contract and its performance including, but not limited to: email and attachments; formal and informal correspondence; calendars; notes; reports; memoranda; spreadsheets; tables; telephone logs; forms; surveys; books; papers; photographs; drawings; machine-readable materials; and data. Contract records may be maintained as electronically stored information or as tangible materials. Contract records may exist in either final or any interim version (*e.g.*, drafts that have been circulated for official purposes and contain unique information, such as notes, edits, comments, or highlighting). Contract records may be located or stored on the contractor's premises or at off-site locations.

"Electronically stored information (ESI)" means any contract records that are stored on, or generated by, an electronic device, or contained in electronically accessible media, either owned by the contractor, subcontractor(s), or employees of the contractor or subcontractor(s) regardless of the physical location of the device or media (*e.g.*, offsite servers or data storage).

"ESI devices and media" include, but shall not be limited to

- (1) Computers (mainframe, desktop, and laptop);
- (2) Network servers, including shared and personal drives;
- (3) Individual e-mail accounts of the contractor's and any subcontractors' principals, officers, and employees including all folders contained in each email account such as "Inbox," "Outbox," "Drafts," "Sent," "Trash," "Archive," and any other folders;
- (4) Personal data assistants (PDAs);
- (5) External data storage devices including portable devices (*e.g.*, flash drive); and
- (6) Data storage media (magnetic, *e.g.*, tape; optical, *e.g.*, compact disk; microfilm; etc.).

"Tangible materials" means contract records that exist in a physical (*i.e.*, non-electronic) state.

(b) If during the period of performance of this contract, HUD becomes or anticipates becoming a party to any litigation concerning matters related to records maintained or generated by the contractor

in the performance of this contract, the contracting officer may provide the contractor with a written (either hardcopy or email) preservation hold and certification of compliance with preservation hold. Upon receipt of the hold, the contractor shall immediately take the following actions:

(1) Discontinue any alteration, overwriting, deletion, or destruction of all tangible materials and ESI; (2) Preserve tangible materials and ESI. The contractor shall preserve ESI in its “native” form to preserve metadata (*i.e.*, creation and modification history of a document); (3) Identify all individuals who possess or may possess, tangible materials and ESI related to this matter, including contractor employees, subcontractors, and subcontractor employees. The contractor shall provide the names of all such individuals via email to the HUD official indicated in the notice; (4) Document in writing the contractor’s efforts to preserve tangible materials ESI. It may be useful to maintain a log documenting preservation efforts; (5) Complete the certification of compliance with litigation hold upon receipt and return it to the identified contact person; and (6) Upon the request of the contracting officer, provide to the contracting officer or other HUD official designated by the contracting officer with any of the information described in this clause. The contractor shall immediately confirm receipt of such request. The contractor shall describe in detail any records that the contractor knows or believes to be unavailable and provide a detailed explanation of why they are unavailable, and if known, their location. (c)(1) If any request for records pursuant to paragraph (b)(6) of this clause causes an increase in the estimated cost or price, or the time required for performance of any part of the work under this contract, or otherwise affects any other terms and conditions of this contract, the contracting officer shall make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (i) Contract price.
- (ii) Delivery schedule.
- (iii) Other affected terms

(2) The contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the contracting officer’s request made pursuant to paragraph (b)(6) of this clause. However, if the contracting officer decides that the facts justify it, the contracting officer may receive and act upon a request submitted before final payment of the contract.

(3) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the contractor from providing the records requested by the contracting officer.

(d) The contractor shall include the terms of this clause in all subcontracts awarded under this contract.

AS 2112 SPECIAL INSTRUCTION REGARDING LOBBYING DISCLOSURES (FEB 2003)

If the bidder/offeror is required to complete an SF-LLL, Disclosure of Lobbying Activities (see FAR 52.203-11), the offeror shall obtain the form from HUD’s internet homepage at:
<http://www.hudclips.org/subscriber/html/forms.htm>

SECTION 508 COMPLIANCE STATEMENT

All electronic and information technology (EIT) procured through this Statement of Work / Bill of

Materials and any resulting contract, contract, delivery order, or purchaser order must meet the applicable accessibility standards at 36 CFR §1194, U.S. Architectural and Transportation Barriers Compliance Board (Access Board) under the authority of Section 508 of the Rehabilitation Act Amendment of 1998.36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR §1194, U.S. Architectural and Transportation Barriers Compliance Board (Access Board) is viewable at <http://www.section508.gov>. The contractor shall indicate for each line item in the schedule whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR §1194. Further, the proposal must indicate where full details of compliance can be found (e.g., vendor's website or other exact location).

AUTHORIZED INDIVIDUALS

**COMPANY'S PLACE OF
PERFORMANCE**

COMPANY'S DUN & BRADSTREET (DUN'S) NUMBER

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SECTION IV – CONTRACT DOCUMENTS

Attachment 1- Performance Work Statement (PWS)
Attachment 2- Quality Assurance Surveillance Plan (QASP)
Attachment 3- Past Performance Information

Attachment #1 PERFORMANCE WORK STATEMENT (PWS)

Vision Statement

Effectively, efficiently and economically manage Housing-Federal Housing Administration (FHA) financial resources.

1 General Information

1.1 Introduction

The Department of Housing and Urban Development (HUD), Federal Housing Administration (FHA) requires internal control services that will expand FHA's capacity to effectively control financial resources, meet legal and regulatory obligations and minimize the risk of fraud, waste and abuse. Services shall include: assessing, documenting, testing and reporting financial controls compliance with applicable laws and regulations. In addition, support is needed to provide the FHA annual assurance statement.

1.2 Background

The Federal Housing Administrations (FHA) Comptroller office is responsible for establishing and maintaining effective internal control over financial reporting, safeguarding assets and ensuring compliance with applicable laws and regulations for all accounting, external and internal financial reporting. All areas of responsibility require year-round assistance to complete all required projects within the mandated Treasury, OMB, Office of the Inspector General (OIG) and Government Accountability Office (GAO) timelines. FHA performs these projects and functions through its Federal Housing Administration Subsidiary Ledger (FHASL) built on the PeopleSoft framework. FHASL is FHA's integrated software package that provides a wide variety of business applications to assist in the day-to-day execution and operation of its financial processes. FHASL uses the US Standard General ledger chart of accounts and classifications consistent with Federal GAAP and Credit Reform requirements. FHA's seventeen financial, mixed financial and program operating systems are integrated with FHASL through extensive electronic interfaces. Operating interdependently, these financial systems must substantially comply with FFMIA and OMB Circular A-123 requirements. Each individual application in FHASL interacts with others to offer an effective and efficient means of working and reporting results. These processes must operate with a high degree of public and fiscal accountability. FHA is responsible for enterprise risk management and internal controls of these systems and processes which consist of Federal reporting requirements.

FHA conducts its assessment of the effectiveness of its internal control over financial reporting in accordance with Office of Management and Budget (OMB) Circular A-123 "Managements Responsibility for Enterprise Risk *Management* and Internal Control". Effective internal controls provide assurance regarding the prevention of or prompt detection of unauthorized acquisition, use or disposition of assets. FHA must comply with the OMB Circular No A-123, released on July 15, 2016, which defines its responsibility for risk management and internal control. OMB Circular No. A-123, and the statute it implements, the Federal Managers Financial Integrity Act (FMFIA) of 1982, are at the center of FHA's requirement to improve accountability in its programs and operations. Based on the results of its assessment, FHA provides an annual quality assurance statement to Congress that internal controls over financial reporting are operating effectively.

1.3 Constraints

The services identified in this PWS will adhere to the rules, regulations, laws, standards, and conventions identified by HUD as well as within the Federal Government. Constraints include the following accompanied by a corresponding website:

- Office of Management and Budget (OMB) Circular A-11, "Preparation, Submission and Execution of the Budget"
https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/assets/a11_current_year/a11_2017.pdf
- OMB Circular A-123, "Management's Responsibility for Enterprise Risk Management and Internal Control"
<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2016/m-16-17.pdf>
- Appendix A, Internal Control Over Reporting (ICOR)
https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A123/a123_appx_a_implementation_guide.pdf
- OMB Circular A-129, "Policies for Federal Credit Programs and Non-Tax Receivables"
<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A129/a-129.pdf>
- OMB Circular A-130, "Management of Federal Information Resources"
<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/OMB/circulars/a130/a130revised.pdf>
- OMB Circular A-136, "Financial Reporting Requirements"
https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A136/a136_revised_2017.pdf
- Statements of Federal. Financial Accounting Concepts and Standards (SFFAS)
http://www.fasab.gov/pdf/codification_report2009.pdf
- Federal Managers Financial Integrity Act of 1982 (FMFIA)
<https://www.dol.gov/ocfo/media/regs/FMFIA.pdf>

- Government Performance and Results Act (GPRA) Modernization Act of 2010
<https://www.gpo.gov/fdsys/pkg/PLAW-111publ352/pdf/PLAW-111publ352.pdf>
- HUDAR 2452.239-70 "Access to HUD Systems
https://www.hud.gov/program_offices/cpo/hudar#part_2452.2
- Implementation Guide for OMB Circular A-123, Managements Responsibility for Internal Control Appendix A, Internal Control Over Financial Reporting
https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A123/a123_appx_a_implementation_guide.pdf
- Inspector General Act of 1978, as amended (IG Act)
<https://www.gpo.gov/fdsys/pkg/USCODE-2011-title5/pdf/USCODE-2011-title5-app-inspector.pdf>
- Federal Financial Management Improvement Act of 1996, Revision 2001 (FFMIA)
https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/financial/ffmia_implementation_guidance.pdf
- Federal Information Security Modernization Act of 2014 (FISMA)
<https://www.congress.gov/bill/113th-congress/senate-bill/2521>
- Improper Payments Information Act of 2002 (IPIA)
<https://www.gpo.gov/fdsys/pkg/PLAW-107publ300/pdf/PLAW-107publ300.pdf>
- Single Audit Act Amendments of 1996
<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/.../104-156.pdf>
- Clinger-Cohen Act of 1996
https://www.treasury.gov/privacy/Documents/Clinger-Cohen_Act_of_1996.pdf
- Federal Credit Reform Act of 1990
<https://www.fiscal.treasury.gov/fsreports/ref/ussgl/creditreform/fcra.htm#titleV>
- Government Accounting Office (GAO) Publication, GAO-14-704G, "Standards for Internal Control in the Federal Government, Sep 2014
<https://www.gao.gov/assets/670/665712.pdf>

The National Institute of Standards and Technology (NIST) Special Publications (SPs) (<https://csrc.nist.gov/publications>) listed below are not exhaustive however, are indicative of standards and requirements.

- NIST SP 800-53 Rev 5 Draft "Security and Privacy Controls for Federal Information Systems and Organizations
- NIST SP 800-53 Rev. 4 "Security and Privacy Controls for Federal Information Systems and Organizations
- NIST SP 800-53A "Assessing Security and Privacy Controls for Federal Information Systems and Organizations: Building Effective Assessment Plans

1.4 Description of Services

The Contractor shall provide support and services that strengthen FHA's internal controls over financial reporting by providing oversight, analysis, reporting, recommendations and risk management services. The internal control support and services includes providing:

- Program Management
- Assess FHA's Financial Reporting Control Environment
- Document the Nature and Content of FHA's Primary Controls Over Financial Reporting
- Testing Controls
- Review NIST Required Documents
- Report on Assessment of Internal Control Over Financial Reporting and Recommend Assurance Statement
- Corrective Action Plan
- Risk and Controls Enterprise-Wide Risk Management

Detailed descriptions of specific tasks are provided in Section 5, "Specific Tasks and Deliverables.

1.5 Non-Personal Services

The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception of personal services.

If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer (CO) immediately. These services shall not be used to perform work of a policy, decision making, or management nature, i.e. inherently Government functions. All decisions relative to programs supported by the Contractor shall be the sole responsibility of the Government.

1.6 Period of Performance

The period of performance is a One Year Base Period and 4 - One Year Options.

1.7 Place of Performance

The place of performance shall be at the Contractor's facility. Contract offices and staff shall be located within radius 30 miles from HUD Headquarters, preferably within reasonable walking distance of the Washington Metropolitan Transit System to provide for frequent monitoring by the COR/SCOR, auditors and the Office of Inspector General (OIG), etc. HUD requires the Contractor to maintain and protect the information from unauthorized disclosure or loss.

1.8 Hours of Operation

The Contractor is responsible for providing services between the hours of 8:00 a.m. EST until 4:30 p.m. EST Monday thru Friday except for Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closing, or similar Government directed facility closings. Weekly hours shall not exceed a forty (40) hour work week and a typical work day will be 8 hours each day Monday through Friday. The Government reserves the right to change hours of operation or restrict contractor access. Work outside of these daily hours is prohibited without Contracting Officer approval. Government agencies will not be available during scheduled holidays, inclement weather, weekends, and after duty hours. The Contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within the contract when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce is essential.

1.9 Special Qualifications

The Contractor shall ensure the following nationally recognized professional certifications are possessed and maintained during the entire contract period:

- Certified Public Accountant (CPA)
- Certified Information Systems Auditor (CISA)
- Certified Information Security Manager (CISM)

1.10 Post Award/Kickoff Conference

The Contractor shall attend any post award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The Government intends to convene a Post Award Conference with the Contractor within ten business days after contract award. The Contracting Officer will notify the Contractor of the specific date, location, and agenda within five business days after contract award.

1.11 Status Meetings

The Contracting Officer, Contracting Officer Representative (COR), Sub-Contracting Officer Representative (SCOR) and other Government personnel, as appropriate may meet periodically with the Contractor to also review Contractor performance, requirement status, etc. At these meetings, the Contracting Officer will apprise the Contractor of how the Government views the Contractor's performance or progress of the requirement. The Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government. Post Award Conference and subsequent meetings may be held via teleconference.

1.12 Contractor Travel

Prior to travel, the Contractor shall coordinate with and receive Government authorization from the COR/SCOR for all travel. Reimbursement of travel costs will be in accordance with the Federal Travel Regulation and in accordance with FAR 31.205-46. The Contractor shall travel using the lower cost mode transportation commensurate with the mission requirements. When necessary to use air travel, the Contractor shall use the tourist class, economy class or similar lodging accommodations to the extent they are available and commensurate with the mission requirements. HUD will not reimburse Contractor's local travel. Local travel is defined as travel within fifty (50) miles of Washington, DC. All other travel will be reimbursed on a cost reimbursable basis; no profit or fee will be paid.

1.13 Transition In

The Contractor shall, upon the Contracting Officer's written notice, furnish Transition-In services as required. As a successor, the Contractor shall have sufficient personnel on board during the 60-calendar days Transition-In period to ensure a smooth transition with the incumbent Contractor. The Contractor shall provide an orderly transition of work acceptance and accomplishment such that any impact to the program is minimized. During the Transition-In period, the Contractor shall become familiar with the requirements in order to commence full performance of services by the end of the contract Transition-In period. Transition-In is not required if the successor Contractor is the incumbent Contractor.

1.14 Transition Out

N/A

2 Definitions and Acronyms

2.1 Definitions

Assurance Statement - Federal Managers Financial Integrity Act (FMFIA) requires the agency to establish internal control and financial systems that provide reasonable assurance of achieving the three objectives of internal control, which are: (1) Effectiveness and efficiency of operations; (2) Compliance with regulations and applicable laws; and (3) Reliability of financial reporting. FMFIA requires the agency head to provide an annual Statement of Assurance on whether the agency has met these requirements.

Business/Work Days Every - Official work day of the week which are days between and including Monday to Friday. This does not include public holidays and weekends.

Calendar Day - Any Day of the week.

Contractor - A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

Contracting Officer (CO) - A person with authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Government. Note: the only individual who can legally bind the Government.

Contracting Officer Representative (COR) - An individual designated by the Contracting Officer to assist in providing technical direction and monitoring performance under the contract.

Sub-Contracting Officer Representative (SCOR) - An employee of the U.S. Government appointed by the Contracting Officer to perform contract administration activities in regard to technical issues. This individual has authority to provide technical direction to the Contractor as long as direction is within the scope of the contract, does not constitute a change and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

Defective Service - A service output that does not meet the standard of performance associated with the Performance Work Statement.

Deliverable - Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

Government Furnished Property (GFP) - Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Performance Requirements Summary (PRS) - A listing of the performance requirements under the contract that are to be evaluated by the Government on a regular basis, performance indicators for these requirements, performance standards for these requirements and surveillance methods to be used to determine if performance standards are met.

Performance Standard - The Contractor's performance level required by the Government.

Performance Work Statement (PWS) - A statement of work for performance-based acquisitions that describe the required results in clear, specific and objective terms with measurable outcomes.

Quality Assurance (QA) - Policies and procedures adopted by the Government to ensure that supplies and services acquired under Government contracts conform to the contracts quality requirements.

Quality Assurance Surveillance Plan (QASP) - A plan describing how the agency will survey, observe, test, sample, evaluate and document the Contractor's performance in meeting critical performance standards identified in the contract.

Quality Control (QC) - All necessary measures taken by the Contractor to assure that the quality of a product or service shall meet contract requirements.

Risk Management - A series of coordinated activities to direct and control challenges or threats to achieving an organization's goals and objectives.

Significant - A deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance.

Statement of Assurance - The statement of assurance represents the Agency head's informed judgment as to the overall adequacy and effectiveness of internal control within the Agency related to operations, reporting, and compliance.

Subcontractor - Any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, material, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and any person who offers to furnish or furnishes general supplies to the prime contractor or a higher tier subcontractor. The Government does not have privity of contract with a subcontractor.

2.2 Acronyms

AQL - Acceptable Quality Level
CAP - Corrective Action Plan
CIA - Certified Internal Auditor
CISA - Certified Information Systems Auditor
CISM - Certified Information Security Manager
CLIN - Contract Line Item Number
CO - Contracting Officer
COR - Contracting Officer Representative
CPA - Certified Public Accountant
ERM - Enterprise Risk Management
EST - Eastern Standard Time (U.S.)
FAR - Federal Acquisition Regulation
FFMIA - Federal Financial Management Improvement Act
FHA - Federal Housing Administration
FHASL - Federal Housing Administration Subsidiary Ledger
FISMA - Federal Information Security Modernization Act
FMFIA - Federal Managers Financial Integrity Act
GAAP - Generally Accepted Accounting Principles
GAO - U.S. General Accounting Office
GFP - Government Furnished Property
GPRA - Government Performance and Results Act
HSPD - Homeland Security Presidential Directive
HUD - U.S. Department of Housing and Urban Development
HUDAR - HUD Acquisition Regulation
ICOR - Internal Control Over Reporting
IG - Inspector General
OIG - Office of the Inspector General
IPIA - Improper Payments Information Act
NIST - National Institute of Standards and Technology
OMB - Office of Management and Budget
PIV - Personal Identity Verification
PM - Program Manager
PWP - Project Work Plan
PWS - Performance Work Statement
QA - Quality Assurance
QASP - Quality Assurance Surveillance Plan
QCP - Quality Control Plan
SCOR - Sub-Contracting Officer Representative
SFFAS - Statements of Federal Financial Accounting Concepts and Standards
SP - Special Publications

3 Government-Furnished Property and Services

The Contractor shall ensure accurate control and accountability of all Government-Furnished Property in accordance with the terms and conditions of this contract. The Government will

furnish, at no cost to the Contractor, the GFP shown below.

3.1 Government Services

The Government will provide no services to the Contractor.

3.2 Facilities

The Government will provide no office spaces.

3.3 Equipment

The Government will not provide.

3.4 Materials

The Government will provide all materials necessary to perform the services stated within this PWS no later than 5 business days after the PIVing process for the Contractor is successfully completed. These materials include access to HUDs various analytical tools (see Section 1.3 Constraints).

Copies of required materials may be provided to the Contractor in hard copy or soft copy. All materials will remain the property of the Government and will be returned to the COR/SCOR upon request or at the end of the contract period.

3.5 Quality Assurance (QA)

The Government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable quality level.

4 Contractor-Furnished Items and Services

The Contractor shall furnish, all facilities, equipment, and supplies required to perform the work under this contract that are not listed under Government-Furnished Property and Services.

4.1 Facilities

N/A

4.2 Equipment

N/A

4.3 Material

N/A

4.4 Contractor Responsibilities

The Contractor shall only conduct business with designated Government personnel listed as points of contact (POCs). Names of authorized personnel shall be provided to the Contractor by the Government, in writing, and updated as necessary throughout the contract period.

U.S. Government records, copies of original results and reports, verified original data, corrected data and corrected supporting final reports which are maintained by the Contractor remain the property of the U.S. Government. These files/results must be surrendered to the COR/SCOR.

4.5 Contractor Personnel

The Contractor shall provide a Partner, Project Manager and a IT Senior Advisor who shall be responsible for the performance of work. These Contractor personnel (main point of contact and alternate point of contact) are considered Key Personnel by the Government and shall be listed as such in accordance with HUDAR 2452.237-70, "Key Personnel. The Partner, Project Manager and the IT Senior Advisor shall have full authority to act on all contact matters relating to daily operations of this contract. Accordingly, at a minimum, the points of contact shall have the technical knowledge of the requirement and be in the position to receive assignment, guidance, and direction from the COR/SCOR, and CO per HUDAR 2452.237-73, "Conduct of Work and

Technical Guidance" and shall be allocated enough hours to the requirement to ensure successful performance. These points of contact shall each be an employee of the Contractor. An employee of a subcontractor is not acceptable for either of these positions. The Project Manager or alternate shall be available between the hours of 8:00 a.m. EST until 4:30 p.m. EST Monday thru Friday, except Federal Holidays or when the Government facility is closed for administrative reasons.

Partner:

Minimum Education: Bachelor's degree and a Certified Public Accounting Certification is required. Bachelor's degree in Accounting, Finance, or Business-related field.

Minimum Experience: 10 years of professional accounting experience in FEDGAAP, U.S. Standard General, Credit Reform Act of 1990, U.S. Treasury reporting requirements and OMB A-123, A-136 and A-11.

Project Manager

Minimum Education: Bachelor's degree and a Certified Public Accounting (CPA) or Certified Government Financial Manager (CGFM) or Project Management Professional Certification is required. Bachelor's degree in Accounting, Finance, or Business related.

Minimum Experience: 7 years of professional accounting experience in FEDGAAP, U.S. Standard General, Credit Reform Act of 1990, U.S. Treasury reporting requirements and OMB A-123, A-136 and A-11.

IT Senior Advisor:

Minimum Education: Bachelor's degree and a CPA or CGFM or Certified Information Systems Auditor (CISA) Certification is required. Bachelor's degree in Accounting, Finance, or Business related.

Minimum Experience: 8 years of professional experience in Information Technology controls and testing. Also 8 years of NIST controls compliance with OMB A-123, Federal Information Security Modernization Act (FISMA) Compliance, Privacy and IT audits in support of financial statement audits.

4.6 Identification of Contractor Employees

All Contractor/subcontractor personnel shall wear company picture identification badges as to distinguish themselves from Government employees. When conversing with Government personnel during business meetings, over the telephone, or via electronic mail, Contractor/subcontractor personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees. Contractors/subcontractors shall identify themselves on any attendance sheet or any coordination documents they may review. Electronic mail signature blocks shall identify their company affiliation. Where practicable, Contractor/subcontractors occupying collocated space with their Government program customer shall identify their work space area with their name and company affiliation, or at a minimum, "Contractor" after name.

4.7 Quality Control

The Contractor shall establish and maintain a complete quality control program that shall ensure services are performed in accordance with this contract. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-reoccurrence of defective services.

The Contractor's quality control program is the means by which he assures himself that his work complies with the requirements of the contract. The Contractor shall provide the associated Quality Control Plan to the Government as directed.

4.7.1 Quality Control Plan

The Contractor shall develop, maintain, enforce, and document a Quality Control Plan (QCP).

The QCP shall ensure the Government receives the level of quality that is consistent with the requirements specified in this contract. The QCP shall be sufficiently detailed to provide the Contractor's methodology for identifying and recruiting qualified personnel. The QCP shall also provide the Contractor's methodology for resolving problems identified by the Government during reviews conducted in accordance with its Quality Assurance Surveillance Plan (QASP).

The QCP shall also provide the Contractor's methodology for establishing an internal feedback system for support personnel, and for resolving problems identified by that feedback system.

The QCP shall demonstrate and validate that the services or deliverables to be provided under the contract are completed with a level of quality that meets the minimum performance threshold established in the Government's QASP. The QCP shall address Quality Management Approach, Quality Assurance, Quality Control and Quality Standards. This is a no charge item.

5 Specific Tasks

5.1 Program Management

5.1.1 Project Work Plan (PWP)

- No later than two (2) calendar weeks after the Post-award / Kick-off meeting, the Contractor shall submit a draft PWP to the COR via email and copying the HUD SCOR. The Contractor shall also submit the PWP annually. Upon receipt of COR/SCOR comments, the Contractor shall incorporate the comments and suggestions and submit a final draft no later than five business days after receipt of comments. Subsequent updates shall be submitted no later than five business days after update. The PWP shall address all the requirements contained in this PWS and define a detailed plan and schedule for the entire program. The PWP shall also consist of a narrative description and a graphic summary of the program schedule and financial elements of the contract. The PWP shall include the following:
 - Describe the planned deliverables schedule;
 - Identify each step in the work process required for completing the contract work and the period needed to accomplish each step, expressed in terms of the calendar dates;
- Provide the staff, financial and other resources (including subcontractors) allocated to each task;
- Provide the rationale for project organization, staff utilization, and other resources allocated to each task or activity;

- Staffing plan; and
- A brief, factual summary description of actual progress against the PWP during the reporting period.

All final deliverables shall be uploaded to the established SharePoint website. A final PWP shall be provided to the COR/SCOR within five calendar days after COR/SCOR review of the draft PWP. Changes to the PWP shall be reviewed and accepted by the COR/SCOR and the Contractors Project Manager prior to work beginning. Provisions shall be established to update the PWP at appropriate junctures, as directed by the COR/SCOR.

Performance Standards

- a) Standard: Draft PWP submitted within two weeks after post-award/kick-off meeting
AQL: Zero deviation
- b) Standard: Final PWP submitted within two weeks after post-award/kick-off meeting
AQL: Zero deviation

Deliverables

A01 Draft Project Work Plan

A02 Final Project Work Plan

5.1.2 Weekly Status Meeting

The Contractor shall schedule, coordinate, and attend weekly status meetings. Meeting shall be held at the HUD headquarters building. No later than two business days after each weekly meeting, the Contractor shall draft and submit meeting minutes to the COR/SCOR via email and upload to the established SharePoint website. The meeting minutes shall be titled "Weekly Internal Control Meeting Minutes. The Contractor shall notify the COR/SCOR on the time and location of the weekly meeting no less than 48 hours in advance. The Contractor shall provide meeting minutes which shall include the following:

- Date
- Agenda
- Attendees
- Work completed
- Activities in progress
- Planned activities
- Deliverables update

Performance Standards

- a) Standard: Submit Weekly Status Report no later than two business days after each weekly meeting by emailing the COR/SCOR and upload to the established SharePoint website.
AQL: Zero deviation

Deliverables

A03 Weekly Internal Control Meeting Report

5.2 Assess FHA's Financial Reporting Control Environment

The Contractor, under the guidance of the Senior Assessment Team and direction from the COR, shall assess FHA's internal control over financial reporting in accordance with OMB A-123 and Appendix A, Internal Control Over Reporting (ICOR) and identify significant control activities, as defined in OMB A-123, for documentation and testing. The OMB A-123 Implementation Guide aids with this task. The Contractor's assessment shall determine if the financial reporting structure and culture supports effective internal controls. Effective internal control systems shall help FHA adapt to shifting environments, evolving demands, changing risks and new priorities, as defined by GAO-14-704G. As part of this process, the Contractor shall identify significant financial reporting control activities for documentation and testing in the Financial Reporting Environment Report.

The Contractor shall submit a draft test report titled "Draft Plan for Testing Report to the COR/SCOR no later than Dec 3, 2018, via email and upload to the established FHA SharePoint website. Upon receipt of COR/SCOR comments, the Contractor shall respond within 10 business days. The Contractor shall submit a final report titled "Final Financial Reporting Environment Report to the COR/SCOR no later than Jan 10, 2019 and upload to the established FHA SharePoint website. The Contractor shall provide reliability and assurance regarding internal control over financial reporting. Reliability and assurance of financial reporting means that management can reasonably make the following assertions:

- All reported transactions occurred during the reporting period and all assets and liabilities exist as of the reporting date (existence and occurrence);
- All assets, liabilities and transactions that should be reported have been included and no unauthorized transactions or balances are included (completeness);
- All assets are legally owned by the agency and all liabilities are legal obligations of the agency (rights and obligations);
- All assets and liabilities have been properly valued, and where applicable, all costs have been properly allocated (valuation);
- The financial report is presented in the proper form and any required disclosures are present (presentation and disclosure);
- The transactions follow applicable laws and regulations (compliance);
- All assets have been safeguarded against fraud and abuse; and
- Documentation for internal control, all transactions and other significant deficiency events are readily available for examination. OMB A-123 provides definitions for control deficiency, significant deficiency and a material weakness.

Performance Standards

a) Standard: Draft Financial Reporting Environment Report submitted by Dec 3, 2018.
AQL: Zero deviation

b) Standard: Final Financial Reporting Environment Report submitted by Jan 10, 2019.
AQL: Zero deviation

Deliverables

A04 Draft Financial Reporting Environment Report

A05 Final Financial Reporting Environment Report

5.3 Document the Nature and Content of FHA's Primary Controls Over Financial Reporting

The Contractor shall establish, document and complete a plan for testing internal controls. A summary overview shall be submitted to document the nature and content of FHA's primary controls over financial reporting. The Contractor shall also identify deficiencies noted as part of the summary overview and recommend improvements to correct each deficiency. Documents containing test results shall be uploaded to the SharePoint site.

The Contractor shall submit a draft summary overview report titled "Draft Primary Controls Over Financial Reporting Report to the COR/SCOR no later than Feb 1, 2019 via email and upload to the established FHA SharePoint website. Upon receipt of COR/SCOR comments, the Contractor shall respond within 10 business days. The Contractor shall submit a final summary overview report titled "Final Primary Controls Over Financial Reporting Report to the COR/SCOR no later than Feb 21, 2019 via email and upload to the established FHA SharePoint website.

Performance Standards

a) Standard: Draft Primary Controls Over Financial Reporting Report submitted by Feb 1, 2019.
AQL: Zero deviation

b) Standard: Final Primary Controls Over Financial Reporting Report submitted by Feb 21, 2019.
AQL: Zero deviation

Deliverables

A06 Draft Primary Controls Over Financial Reporting Report

A07 Final Primary Controls Over Financial Reporting Report

5.4 Testing Controls

5.4.1 Complete Plan for Testing Controls

The Contractor shall develop and complete a plan for testing significant internal controls within financial reporting at the beginning of each contract period and after the controls are established and documented. The plan shall take into consideration financial reporting requirements and deadlines and shall be designed to cause minimal disruption to financial reporting operations. The Contractor shall submit a draft test report titled "Draft Plan for Testing Report to the COR/SCOR no later than Mar 1, 2019, via email and upload to the established FHA SharePoint website. Upon receipt of COR/SCOR comments, the Contractor shall respond within 10

business days. The Contractor shall submit a final summary overview report titled "Final Draft Plan for Testing Report Reporting to the COR/SCOR no later than Mar 21, 2019 via email and upload to the established FHA SharePoint website.

Performance Standards

a) Standard: Submit Draft Plan for Testing Report by Mar 1, 2019.

AQL: Zero deviation

b) Standard: Submit Final Plan for Testing Report by Mar 21, 2019.

AQL: Zero deviation

Deliverables

A08 Draft Plan for Testing Report

A09 Final Plan for Testing Report

5.4.2 Conduct Testing of Controls and Report Results

The Contractor shall conduct tests of significant controls within financial reporting in accordance with the plan formulated in Task 5.4.1 "Complete Plan for Testing Controls." The testing shall determine if significant controls are operating as designed. The contractor shall report on the results of the tests including identification of controls that are not operating as designed. For controls that are not operating properly, the contractor shall identify the reason and recommend corrective actions to ensure the controls operate effectively. This assessment shall also provide a basis for the FHA managements annual assurance statement regarding the effectiveness of the internal control.

The Contractor shall submit a draft report titled "Draft Testing of Control Results Report to the COR/SCOR no later than Jun 1, 2019, via email and upload to the established FHA SharePoint website. Upon receipt of COR/SCOR comments, the Contractor shall respond within 10 business days. The Contractor shall submit a final report titled "Final Testing of Control Results Report to the COR/SCOR no later than Jun 21, 2019 via email and upload to the established FHA SharePoint website.

Performance Standards

a) Standard: Submit Draft Testing of Control Results Report by Jun 1, 2019.

AQL: Zero deviation

b) Standard: Submit Final Testing of Control Results Report by Jun 28, 2019.

AQL: Zero deviation

Deliverables

A10 Draft Testing of Control Results Report

A11 Final Testing of Control Results Report

5.5 Review NIST Required Documents

The Contractor shall assist FHA staff to complete essential documents and recommend updates to comply with the most recent version of NIST Special Publication 800-53 and HUDAR 2452.239-70. During the period of performance, the COR/SCOR will identify the applicable

systems and the documents required for the detailed review, some examples of essential documents are listed below:

- System Security Plan
- Security Self-Assessment
- Contingency Plan
- Interface Control Documents
- Risk Assessments

The Contractor shall submit a draft report titled "Draft NIST Required Documents Report to the COR/SCOR/PM no later than Sep 1, 2019 via email and upload to the established FHA SharePoint website. Upon receipt of COR/SCOR comments, the Contractor shall respond within 10 business days. The Contractor shall submit a final report titled "Final NIST Required Documents Report" to the COR/SCOR no later than Sep 20, 2019 via email and upload to the established FHA SharePoint website.

Performance Standards

a) Standard: Draft NIST Required Documents Report by Sep 1, 2019.

AQL: Zero deviation

b) Standard: Final NIST Required Documents Report by Sep 20, 2019.

AQL: Zero deviation

Deliverables

A13 Final NIST Required Documents Report

5.6 Report on Assessment of Internal Control Over Financial Reporting and Recommend Assurance Statement

The Contractor shall formulate a draft summary report containing the results of their assessment of FHA's internal control over financial reporting to the COR/SCOR by Jul 5, 2019. The report shall be submitted annually to the COR/SCOR and shall contain the Contractors determination as to whether the control is adequate to achieve the objectives of internal control as listed in Section 1.4 of this PWS. The draft summary report shall also provide to the Senior Assessment Team, a recommended assurance statement in accordance with Appendix A of OMB A-123 for FHAs use in reporting internal control over financial reporting. Upon receipt of COR/SCOR comments, the Contractor shall respond within 10 business days by submitting a final summary report to the COR/SCOR by Jul 20, 2019.

Performance Standards

a) Standard: Submit Draft Summary Report by Jul 5, 2019.

AQL: Zero deviation

b) Standard: Submit Final Summary Report by Jul 20, 2019.

AQL: Zero deviation

Deliverables

A15 Final Summary Report

5.7 Corrective Action Plan (CAPS)

The Contractor shall create a Corrective Action Plan (CAP) spreadsheet that shall include noted deficiencies identified during the Contractors testing as well as the OIG deficiencies. Corrective steps shall be taken to correct noted deficiencies as identified in the CAPs. The CAPs spreadsheet shall be created by the Contractor and emailed out the 2nd week of each month to the program offices and shall be named the "Monthly CAPs Report. The Contractor shall evaluate the information provided by the CORS/SCORs and recommend courses of actions to resolve each deficiency. The CAPS report shall include the following:

- Identify internal control deficiencies and commit the resources that are required to correct them,
- Establish a milestone plan to measure progress in correcting identified weaknesses, and
- Set criteria for recognizing when the correction has become effective and has met the intent of the control.

Performance Standards

a) Standard: Email the Monthly CAPs Report by the beginning of the second week of each month.

AQL: Zero deviation

Deliverables

A16 Corrective Action Plan Report "Monthly CAPs Report"

5.8 Risk and Controls Enterprise Wide Risk Management

The Contractor shall develop a risk and analytics program that shall include an ERM risk profile and an ERM report. The ERM risk profile and ERM report shall evaluate the risk of the internal control processes and identifies challenges, to bring them to the attention of the FHA Senior Assessment Team in accordance with OMB A-123. The ERM profile shall provide a comprehensive analysis of the risks FHA may face in achieving its objectives. Risk profiles shall be developed and documented to assist in facilitating a determination around the aggregate level and types of risk FHA will access, respond to and mitigate. The ERM report shall identify the risk index of FHA. The Contractor shall submit the Enterprise Risk Management Risk Profile annually to the COR/SCOR.

Performance Standards

a) Standard: Submit Draft Enterprise Risk Management Risk Profile Report annually

AQL: Zero deviation

b) Standard: Submit Final Enterprise Risk Management Risk Profile Report annually

AQL: Zero deviation

Deliverables

A18 Final Enterprise Risk Management Report

6 Deliverables

The Contractor shall complete all work and submit all deliverables as specified herein. The Government reserves the right to make changes to delivery dates.

Number	Name	Frequency	Quantity
A01	Draft Project Work Plan Submit a finalized draft no later than five business days after receipt of COR/SCOR comments.	2 weeks after post-award	1
A02	Final Project Work Plan A final PWP shall be provided to the COR/SCOR/PM within five calendar days after COR/SCOR/PM review of the draft PWP.	2 weeks after post-award	1
A03	Weekly Internal Control Meeting Report Submit Weekly Status Report no later than two business days after each weekly meeting. Email the COR/SCOR and upload to the established SharePoint website.	weekly	1
A04	Draft Financial Reporting Environment Report Submit to the COR/SCOR via email and upload to FHA's SharePoint website no later than Dec 3, 2018.	Dec 3, 2018	1
A05	Final Financial Reporting Environment Report Submit to the COR/SCOR via email and upload to FHA's SharePoint website no later than Jan 10, 2019.	Jan 10, 2019	1

A06	Draft Primary Controls Over Financial Reporting Report Respond to COR/SCOR comments within 10 business days after receipt of comments.	Feb 1, 2019	1
A07	Final Primary Controls Over Financial Reporting Report Respond to COR/SCOR comments within 10 business days after receipt of comments.	Feb 21, 2019	1
A08	Draft Plan for Testing Report Submit the Draft Plan for Testing Report to the COR/SCOR no later than Mar 1, 2019 and upload to FHA's SharePoint website.	Mar 1, 2019	1
A09	Final Plan for Testing Report Submit the Final Plan for Testing Report to the COR/SCOR no later than Mar 1, 2019 and upload to FHA's SharePoint website.	Mar 21, 2019	1
A10	Draft Testing of Control Results Report Submit Draft Testing of Control Results Report to the COR/SCOR no later than Jun 1, 2019 and upload to FHA's SharePoint website.	Jun 1, 2019	1
A11	Final Testing of Control Results Report Submit Final Testing of Control Results Report to the COR/SCOR no later than Jun 28, 2019 and upload to FHA's SharePoint website.	Jun 28, 2019	1
A12	Draft NIST Required Documents Report Submit Draft NIST Required Documents Report to the COR/SCOR no later than Sep 1, 2019 via email and upload to the FHA's SharePoint website.	Sep 1, 2019	1
A13	Final NIST Required Documents Report Submit report to the COR/SCOR no later than Sep 20, 2019 via email and upload to FHA's SharePoint website.	Sep 20, 2019	1
A14	Draft Summary Report Submit to the COR/SCOR via email and upload to the established FHA SharePoint website.	Jul 5, 2019	1
A15	Final Summary Report Submit to the COR/SCOR and PM via email and upload to the established FHA SharePoint website.	Jul 20, 2019	1

A16	Corrective Action Plan Report “Monthly CAPs Report”	second week of each month	1
A17	Enterprise Risk Management Risk Profile Report Submit draft report to the COR/SCOR via email and upload to the established FHA SharePoint website.	annually	1
A18	Enterprise Risk Management Report Submit final report to the COR/SCOR via email and upload to the established FHA SharePoint website.	annually	1
A19	Quality Control Plan Submit final report to the COR/SCOR via email and upload to the established FHA SharePoint website.	30 days after award	1

6.1 Quality Control Plan

The Contractor's QCP shall be delivered to the COR/SCOR within 30 days after contract award (or with the Contractor's proposal if it is an evaluation factor). The QCP shall be submitted to the COR/SCOR within 5 business days when changes are made thereafter. After acceptance of the QCP, the Contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to its quality control system.

6.2 Acceptance Criteria

N/A

7 Performance Requirements Summary

The summary chart below lists the contract's primary requirements, the associated performance standards, the expected target performance, and the methods of surveillance. While some contract requirements may not be listed in the chart below, requirements not appearing on the PRS chart do not negate the Contractor's obligation to perform all requirements as specified in the contract. Additionally, HUD reserves all rights and remedies under the provisions and clauses of the contract when performance of any contract requirement, whether or not listed below, is unacceptable.

HUD will develop a Quality Assurance Surveillance Plan to be used to provide contract oversight. In conjunction with the Contractor's Quality Control Plan and various other methods of assessing performance, the COR/SCOR may perform on-site reviews and/or other types of verification to determine that the specified target performance requirements have been met. Regular review of Contractor performance is critical to the overall success of the contract. On a monthly basis, the COR/SCOR will evaluate the quality of the product or services.

8 Related Documents

The Contractor shall abide by all applicable regulations, publications, manuals, policies, and procedures in the performance of this contract.

Performance Requirement Summary (PRS)

Statements	Standards/AQLs	Incentive/Remedy
5.1 Program Management		
5.1.1 Project Work Plan (PWP)	a) Draft PWP submitted within two weeks after post-award/kick-off meeting AQL: Zero deviation b) Final PWP submitted within two weeks after post-award/kick-off meeting AQL: Zero deviation	3% deduction of invoice CLIN 3% deduction of invoice CLIN
5.1.2 Weekly Status Meeting	a) Submit Weekly Status Report no later than two business days after each weekly meeting by emailing the COR/SCOR and upload to the established SharePoint website. AQL: Zero deviation	3% deduction of invoice CLIN

Statements	Standards/AQLs	Incentive/Remedy
5.2 Assess FHA's Financial Reporting Control Environment	a) Draft Financial Reporting Environment Report submitted by Dec 3, 2018. AQL: Zero deviation b) Final Financial Reporting Environment Report submitted by Jan 10, 2019. AQL: Zero deviation	3% deduction of invoice CLIN 3% deduction of invoice CLIN

Statements	Standards/AQLs	Incentive/Remedy
5.3 Document the Nature and Content of FHA's Primary Controls Over Financial Reporting	a) Draft Primary Controls Over Financial Reporting Report submitted by Feb 1, 2019. AQL: Zero deviation b) Final Primary Controls Over Financial Reporting Report submitted by Feb 21, 2019. AQL: Zero deviation	3% deduction of invoice CLIN 3% deduction of invoice CLIN

Statements	Standards/AQLs	Incentive/Remedy
5.4 Testing Controls		
5.4.1 Complete Plan for Testing Controls	a) Submit Draft Plan for Testing Report by Mar 1, 2019. AQL: Zero deviation b) Submit Final Plan for Testing Report by Mar 21, 2019. AQL: Zero deviation	3% deduction of invoice CLIN 3% deduction of invoice CLIN
5.4.2 Conduct Testing of Controls and Report Results	a) Submit Draft Testing of Control Results Report by Jun 1, 2019. AQL: Zero deviation b) Submit Final Testing of Control Results Report by Jun 28, 2019. AQL: Zero deviation	3% deduction of invoice CLIN 3% deduction of invoice CLIN

Statements	Standards/AQLs	Incentive/Remedy
5.5 Review NIST Required Documents	a) Draft NIST Required Documents Report AQL: Zero deviation b) Final Draft NIST Required Documents Report AQL: Zero deviation	3% deduction of invoice CLIN 3% deduction of invoice CLIN

Statements	Standards/AQLs	Incentive/Remedy
5.6 Report on Assessment of Internal Control Over Financial Reporting and Recommend Assurance Statement	a) Submit Draft Summary Report by Jul 5, 2019. AQL: Zero deviation b) Submit Final Summary Report by Jul 20, 2019. AQL: Zero deviation	3% deduction of invoice CLIN 3% deduction of invoice CLIN

Statements	Standards/AQLs	Incentive/Remedy
5.7 Corrective Action Plan (CAPS)	a) Email the Monthly CAPs Report by the beginning of the second week of each month. AQL: Zero deviation	3% deduction of invoice CLIN

Statements	Standards/AQLs	Incentive/Remedy
5.8 Risk and Controls Enterprise Wide	a) Submit Enterprise Risk Management Risk Profile Report	3% deduction of invoice CLIN

Risk Management	annually AQL: Zero deviation b) Submit Enterprise Risk Management Report annually AQL: Zero deviation	3% deduction of invoice CLIN
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Attachment #2 Quality Assurance Surveillance Plan (QASP)

OMB A-123 Support Services

1 Vision

Effectively, efficiently and economically manage Housing-Federal Housing Administration (FHA) financial resources.

1 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the Performance Work Statement (PWS) entitled OMB A-123 Support Services. This plan sets forth the procedures and guidelines the Department of Housing and Urban Development (HUD), Federal Housing Administration (FHA) will use in ensuring the required performance standards or service levels are achieved by the Contractor.

1.1 Purpose

1.1.1 The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards/quality levels identified in the PWS and the Contractor's Quality Control Plan (QCP), and to ensure that the Government pays only for the level of services received.

1.1.2 This QASP defines the roles and responsibilities of all members of the Integrated Project Team (IPT), identifies the performance objectives, defines the methodologies used to monitor and evaluate the Contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

1.2 Performance Management Approach

1.2.1 The PWS structures the acquisition around "what service or quality level is required", as opposed to "how the Contractor should perform the work" (i.e., results, not compliance). This QASP will define the performance management approach taken by FHA to monitor and manage the Contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the Contractor.

1.2.2 Performance management represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the Contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only

exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A "results focus" provides the Contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

1.3 Performance Management Strategy

1.3.1 The Contractor is responsible for the quality of all work performed. The Contractor measures that quality through the Contractor's own Quality Control (QC) program. QC is work output, not workers, and therefore includes all work performed under this contract regardless of whether the work is performed by Contractor employees or by subcontractors. The Contractor's QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The Contractor will develop and implement a performance management system with processes to assess and report its performance to the designated government representative. This QASP enables the Government to take advantage of the Contractor's QC program.

1.3.2 The Government representative(s) will monitor performance and review performance reports furnished by the Contractor to determine how the Contractor is performing against communicated performance objectives. The Contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

2 ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

2.1 The Contracting Officer

The Contracting Officer (CO) is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the Contracting Officer Representative (COR), Sub-Contracting Officer Representative (SCOR) and the Contractor. The CO will designate one full-time COR and SCOR as the government authority for performance management. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the Contractor's performance, and must be identified and designated by the CO.

2.2 The Contracting Officer Representative

The COR/SCOR is designated in writing by the CO to act as his or her authorized representative to assist in administering a contract. COR/SCOR limitations are contained in the written appointment letter. The COR/SCOR is responsible for technical administration of the project and ensures proper government surveillance of the Contractor's performance. The COR/SCOR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract price, terms, or conditions, shall be referred to the CO for action. The COR/SCOR will have the responsibility for completing QA monitoring forms used to document the inspection and evaluation of the Contractor's work performance. Government surveillance may occur under the inspection of services clause for any service relating to the contract.

3 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

The required performance standards and/or quality levels are included in the PWS and in Appendix 1, "Surveillance Matrix". If the Contractor meets the required service or performance level, it will be paid the monthly amount agreed on in the contract.

4 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 Surveillance Techniques

To minimize the performance management burden, simplified surveillance methods shall be used by the Government to evaluate Contractor performance when appropriate. The primary methods of surveillance are: (include those that apply)

- 100% Inspection - Each month, the COR/SCOR, shall review the generated documentation and enter summary results into the Surveillance Activity Checklist.
- Periodic Inspection - The COR/SCOR typically performs the periodic inspection on a monthly basis
- Customer Feedback

4.2 Customer Feedback

The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the Contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems. The customer always has the option to communicate complaints to the CO and/or COR/SCOR, as opposed to the Contractor.

Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR/SCOR.

Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

4.3 Acceptable Quality Levels

The Acceptable Quality Levels (AQLs) included in Appendix 1, "Surveillance Matrix", for Contractor performance are structured to allow the Contractor to manage how the work is performed. For certain critical activities such as those involving assessing FHA's financial reporting control environment, documenting the nature and content of FHA's primary controls over financial reporting, testing controls, reviewing NIST documents, reporting on the assessments of internal control over financial reporting, assurance statements, corrective action plans, and risks and controls for enterprise-wide risk management, the desired performance level

is established at 100 percent. Other levels of performance are keyed to the relative importance of the task to the overall mission performance.

5 QUALITY ASSURANCE DOCUMENTATION

5.1 The Performance Management Feedback Loop

The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in the PWS and are assessed using the performance monitoring techniques shown in Appendix 1.

5.2 Monitoring Forms

The Government's QA surveillance, accomplished by the COR/SCOR, may be reported using the following monitoring forms: Appendix 2 - "Corrective Action Report (CAR)", Appendix 3 - "Customer Complaint Record", and Appendix 4 "Performance Assessment Report" (PAR). The forms, when completed, will document the Government's assessment of the Contractor's performance under the contract to ensure that the required results are being achieved. The COR/SCOR will retain a copy of all completed QA surveillance forms.

6 ANALYSIS OF QUALITY ASSURANCE ASSESSEMENT

6.1 Determining Performance

The Government will use the monitoring methods cited to determine whether the performance standards/service levels/AQLs have been met. If the Contractor has not met the minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.

6.2 Reporting

At the end of each month, the SCOR/COR will prepare a written report for the COR summarizing the overall results of the quality assurance surveillance of the Contractor's performance. This written report, which includes the Contractor's submitted monthly report and the completed quality assurance monitoring forms, will become part of the QA documentation.

It will enable the Government to demonstrate whether the Contractor is meeting the stated objectives and/or performance standards, including cost/technical/scheduling objectives.

6.3 Reviews and Resolution

6.3.1 The COR/SCOR may require the Contractor's project manager, or a designated alternate, to meet with the CO, Program Manager (PM) and/or other Government IPT personnel as deemed necessary to discuss performance evaluation. The COR/SCOR will define a frequency of in-depth reviews with the Contractor, including appropriate self-assessments by the Contractor; however, if the need arises, the Contractor will meet with the COR/SCOR as often as required or per the Contractor's request. The agenda of the reviews may include:

- Monthly performance assessment data and trend analysis,
- Issues and concerns of both parties,

- Projected outlook for upcoming months and progress against expected trends, including a corrective action plan analysis,
- Recommendations for improved efficiency and/or effectiveness,

6.3.2 The CO and COR/SCOR must coordinate and communicate with the Contractor to resolve issues and concerns regarding marginal or unacceptable performance.

6.3.3 The COR/SCOR and Contractor should jointly formulate tactical and long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the discretion of the CO.

6.4 Surveillance Matrix

The Surveillance Matrix (Appendix 1) is the list of performance objectives and standards that must be performed by the Contractor. This matrix details the method of surveillance the COR/SCOR will use to validate and inspect these performance elements. Inspection of each element will be documented in the COR/SCOR file.

Performance objectives define the desired outcomes. Performance standards define the level of service required under the contract to successfully meet the performance objective. The inspection methodology defines how, when, and what will be assessed in measuring performance. The Government performs surveillance, using this QASP, to determine the quality of the Contractor's performance as it relates to the performance element standards. The PRS should be used to form the foundation of the COR/SCOR's inspection checklist.

In evaluating the quality of contractor's performance, the following performance ratings may be used.

Performance Rating	Criteria
Excellent / Outstanding	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor was effective.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Appendix 1 - Surveillance Matrix

Statements	Standards/AQLs	Inspections	Ratings
5.1 Program Management			
5.1.1 Project Work Plan (PWP)	<p>a) Draft PWP submitted within two weeks after post-award/kick-off meeting AQL: Zero deviation</p> <p>b) Final PWP submitted within two weeks after post-award/kick-off meeting AQL: Zero deviation</p>	<p>What: Draft Project Work Plan How: Review Draft Project Work Plan Frequency: 2 weeks after post-award Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): a -----</p> <p>What: Final Project Work Plan How: Review Final Project Work Plan Frequency: 5 days after COR/SCOR review Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): b</p>	
<u>Deliverables:</u> A01 Draft Project Work Plan A02 Final Project Work Plan			

5.1.2 Weekly Status Meeting <u>Deliverables:</u> A03 Weekly Internal Control Meeting Report	a) Submit Weekly Status Report no later than two business days after each weekly meeting by emailing the COR/SCOR and upload to the established SharePoint website. AQL: Zero deviation	What: Weekly Internal Control Meeting Report How: Review Report Frequency: Weekly Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): a	
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Statements	Standards/AQLs	Inspections	Ratings
5.2 Assess FHA's Financial Reporting Control Environment <u>Deliverables:</u> A04 Draft Financial Reporting Environment Report A05 Final Financial Reporting Environment Report	a) Draft Financial Reporting Environment Report submitted by Dec 3, 2018. AQL: Zero deviation b) Final Financial Reporting Environment Report submitted by Jan 10, 2019. AQL: Zero deviation	What: Financial Reporting Environment Report How: Review Draft Financial Reporting Environment Report Frequency: Dec 3, 2018 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): a ----- What: Final Financial Reporting Environment Report How: Review Final Financial Reporting Environment Report Frequency: Jan 10, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): b	

Statements	Standards/AQLs	Inspections	Ratings
<p>5.3 Document the Nature and Content of FHA's Primary Controls Over Financial Reporting</p> <p><u>Deliverables:</u> A06 Draft Primary Controls Over Financial Reporting Report A07 Final Primary Controls Over Financial Reporting Report</p>	<p>a) Draft Primary Controls Over Financial Reporting Report submitted by Feb 1, 2019. AQL: Zero deviation</p> <p>b) Final Primary Controls Over Financial Reporting Report submitted by Feb 21, 2019. AQL: Zero deviation</p>	<p>What: Draft Primary Controls Over Financial Reporting Report How: Review Draft Financial Reporting Environment Report Frequency: Feb 1, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): a -----</p> <p>What: Final Primary Controls Over Financial Reporting Report How: Review Final Primary Controls Over Financial Reporting Report Frequency: Feb 21, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): b</p>	

Statements	Standards/AQLs	Inspections	Ratings
5.4 Testing Controls			
5.4.1 Complete Plan for Testing Controls <u>Deliverables:</u> A08 Draft Plan for Testing Report A09 Final Plan for Testing Report	<p>a) Submit Draft Plan for Testing Report by Mar 1, 2019. AQL: Zero deviation</p> <p>b) Submit Final Plan for Testing Report by Mar 21, 2019. AQL: Zero deviation</p>	<p>What: Draft Plan for Testing Report How: Review Draft Plan for Testing Report Frequency: Mar 1, 2019 Who: COR/SCOR</p> <p>Incentive: 3% deduction of invoice CLIN Standard(s): a -----</p> <p>What: Final Plan for Testing Report How: Review Final Plan for Testing Report Frequency: Mar 21, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): b</p>	

<p>5.4.2 Conduct Testing of Controls and Report Results</p> <p><u>Deliverables:</u> A10 Draft Testing of Control Results Report A11 Final Testing of Control Results Report</p>	<p>a) Submit Draft Testing of Control Results Report by Jun 1, 2019. AQL: Zero deviation</p> <p>b) Submit Final Testing of Control Results Report by Jun 28, 2019. AQL: Zero deviation</p>	<p>What: Draft Testing of Control Results Report How: Review Draft Testing of Control Results Report Frequency: Jun 1, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): a -----</p> <p>What: Final Testing of Control Results Report How: Review Final Testing of Control Results Report Frequency: Jun 28, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): b</p>	
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Statements	Standards/AQLs	Inspections	Ratings
5.5 Review NIST Required Documents <u>Deliverables:</u> A13 Final NIST Required Documents Report	a) Draft NIST Required Documents Report AQL: Zero deviation b) Final Draft NIST Required Documents Report AQL: Zero deviation	What: Draft NIST Required Documents Report How: Review Draft NIST Required Documents Report Frequency: Sep 1, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): a ----- What: Final NIST Required Documents Report How: Review Final NIST Required Documents Report Frequency: Sep 20, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): b	

Statements	Standards/AQLs	Inspections	Ratings
5.6 Report on Assessment of Internal Control Over Financial Reporting and Recommend Assurance Statement <u>Deliverables:</u> A15 Final Summary Report	a) Submit Draft Summary Report by Jul 5, 2019. AQL: Zero deviation b) Submit Final Summary Report by Jul 20, 2019. AQL: Zero deviation	What: Draft Summary Report How: Review Draft Summary Report Frequency: Jul 5, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): a ----- What: Final Summary Report How: Review Final Summary Report Frequency: Jul 20, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): b	

Statements	Standards/AQLs	Inspections	Ratings
5.7 Corrective Action Plan (CAPS) <u>Deliverables:</u> A16 Corrective Action Plan Report "Monthly CAPs Report	a) Email the Monthly CAPs Report by the beginning of the second week of each month. AQL: Zero deviation	What: Monthly Corrective Action Plan Report How: Review Monthly Corrective Action Plan Report Frequency: Monthly Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): a	

Statements	Standards/AQLs	Inspections	Ratings
5.8 Risk and Controls Enterprise Wide Risk Management <u>Deliverables:</u> A18 Enterprise Risk Management Report	a) Submit Enterprise Risk Management Risk Profile Report annually AQL: Zero deviation b) Submit Enterprise Risk Management Report annually AQL: Zero deviation	What: Enterprise Risk Management Risk Profile Report How: Review Enterprise Risk Management Risk Profile Report Frequency: Annually Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): a ----- What: Enterprise Risk Management Report How: Review Enterprise Risk Management Report Frequency: Annually Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): b	

Appendix 2 - Corrective Action Report (CAR)

CORRECTIVE ACTION REPORT (CAR) (If more space is needed, use reverse and identify by number)					
1. CONTRACTOR		2. CONTRACT NUMBER		3. TYPE OF SERVICES	
4. FUNCTIONAL AREA			5. SUSPENSE DATE		6. CONTROL NUMBER
7. DEFICIENCY <input type="checkbox"/> MAJOR <input type="checkbox"/> MINOR					
FINDING:					
FINDING IMPACT:					
Please respond with a written corrective action plan that details the corrective action of the cited deficiency, the cause of the deficiency, and actions taken to prevent recurrence by Suspense Date in Block 5. If date was not entered in Block 5, the contractor is not required to provide a response.					
8. QUALITY ASSURANCE PERSONNEL (COR)					
TYPED NAME AND GRADE			SIGNATURE AND DATE		
9. ISSUING AUTHORITY					
TYPED NAME AND GRADE			SIGNATURE AND DATE		
10. COR RESPONSE TO CONTRACTOR CORRECTIVE ACTION AND ACTION TAKEN TO PREVENT RECURRENCE					
11. COR DETERMINATION <input type="checkbox"/> ACCEPTED <input type="checkbox"/> REJECTED			12. CLOSE DATE		

Appendix 3 - Customer Complaint Record

CUSTOMER COMPLAINT RECORD			DATE/TIME OF COMPLAINT
SOURCE OF COMPLAINT			
ORGANIZATION	BUILDING NUMBER	INDIVIDUAL	PHONE NUMBER
NATURE OF COMPLAINT			
CONTRACT REFERENCE			
VALIDATION			
DATE/TIME CONTRACTOR INFORMED OF COMPLAINT			

ACTION TAKEN BY CONTRACTOR

RECEIVED/VALIDATED BY

Appendix 4 - Performance Assessment Report (PAR)

PERFORMANCE ASSESSMENT REPORT (PAR) <i>(If more space is needed, use reverse and identify by number)</i>		
1. CONTRACT/TASK ORDER NUMBER	2. CONTRACTOR	3. TYPE OF SERVICES
4. QUALITY ASSURANCE PERSONNEL (COR) SIGNATURE AND DATE		5. COR PHONE
		6. SUSPENSE DATE
I. PERFORMANCE		
7. <input type="checkbox"/> DEFICIENCY (CHECK ALL BOXES THAT APPLY) <input type="checkbox"/> NEW <input type="checkbox"/> REPEAT <input type="checkbox"/> NO DEFICIENCY NOTED		8. SERVICES SUMMARY or PWS PARAGRAPH ITEM REVIEWED
9. BRIEF DESCRIPTION OF DEFICIENCY (IF DEFICIENCY BOX WAS CHECKED)		10. DETAILED PERFORMANCE ASSESSMENT
II. CONTRACTOR VALIDATION		
11. CONTRACTOR REPRESENTATIVE <input type="checkbox"/> CONCUR <input type="checkbox"/> NON-CONCUR		12. CORRECTIVE ACTION ESTIMATED COMPLETION DATE
13. CONTRACTOR REPRESENTATIVE CORRECTIVE ACTION AND PREVENTION OF RECURRENCE <u>OR</u> REASON FOR NON-CONCURRENCE OF COR CITED DEFICIENCY		
III. ACTION CORRECTED		
14. <input type="checkbox"/> CONCUR <input type="checkbox"/> NON-CONCUR COR SIGNATURE AND DATE		
15. COR REMARKS (REQUIRED)		
6. CONTRACTOR REPRESENTATIVE REMARKS		

Attachment # 3 Past Performance Information

Past Performance Information (Relevant services performed in the 3 years prior to submission of proposal)

PRIME CONTRACTOR OR PARTNER/SUBCONTRACTOR NAME_____

CLIENT NAME *	POINT OF CONTACT NAME, ADDRESS, TELEPHONE	TYPE OF SERVICES PROVIDED	CONTRACT NUMBER AND VALUE OF CONTRACT	DATE SERVICES PROVIDED	PRINCIPAL PARTNERS/KEY PERSONNEL	PPIRS On File
HUD Office of Public and Indian Housing	John Doe, PIH Office of Technical Assistance, 1234 7th St, Washington, DC 78945 202-555-1234	Technical Assistance to public housing agencies	C-DEN-12345 \$1,000,000	1/07 - 1/09	John Smith, Project Manager; Jane Doe, TA Specialist; John Smith Jr, Accounting Specialist	

* If performance was as a subcontractor, this will be the name of the prime contractor.

SECTION V - SOLICITATION PROVISIONS

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

HUDAR: https://www.hud.gov/program_offices/cpo/hudar

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEPT 2007)

52.204-7 System for Award Management (OCT 2016)

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

52.204-17 Ownership or Control Offeror (JUL 2016)

52.207-1 Notice of Standard Competition (MAY 2006)

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representation (NOV 2015)

52.209-12 Certification Regarding Tax Matters (FEB 2016)

52.217-5 Evaluation of Options (JULY 1990)

52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (OCT 2015)

52.232-38 Submission of Electronic Funds Transfer Information with Offer (MAY 1999)

2452.215-70 Proposal Content (Alternate 1) (OCT 1999)

52.212-1 Instructions to Offerors – Commercial Items (JAN 2017)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;

- (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of

offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the

Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character

suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

Addenda to 52.212-1 Instruction to Offerors

Proposal Format

In order to maximize efficiency and minimize the time for proposal evaluation, it is required that all Offerors submit their proposal in accordance with the format and content specified. Offerors must respond to all requirements of the RFP. Offerors shall not alter the RFP. Offerors that do not comply with the detailed instructions for the format and content of the quote shall be considered non-responsive and shall render the Offeror ineligible for award.

(a) Proposals shall be submitted in to parts as described below. Each part must be

complete in itself so that evaluation of each part may be conducted independently.

- (b) It is the sole responsibility of the Offeror to ensure that electronic media submitted is virus free and can be opened and read by the Government. If the electronic media cannot be opened and read by the Government, the Offeror shall have 72 hours after notification of the same to correct the deficiency. After that time, if the electronic media cannot be opened and read by the Government, the proposal may be determined unacceptable and may render the Offeror ineligible for award.

The proposal shall comply with the following format requirements:

8.5 x 11-inch paper;
Single-spaced typed lines
1-inch margins
12-point Times New Roman font for text
10-point font size for graphics and charts
Foldout charts and graphs may be included as single-page.

All Proposals are required to be electronically submitted to the following E-Mail Address: carmen.l.calloway@hud.gov by Wednesday, **September 5, 2018, 11:00 a.m., EST.**

Proposal Content

The completion and submission to the Government of an offer shall indicate the Offeror's unconditional agreement to the terms and conditions in this RFP. In evaluating an Offeror's capability, the Government shall consider how well the Offeror complied with the instructions in the RFP.

Proposal Submission

All quotes are due by **11:00a.m. EST on Wednesday, September 5, 2018.** Technical and Price Proposal must be submitted in two separate volumes. Late submissions will not be considered.

Volume 1 – Responses to Non-price factors

Volume 2 – Price Proposal

A. Responses to Non-Price Factors – Volume 1 – Technical Factors. The responses to non-price factors shall exclude cost/price data.

B. Price Quote – Volume 2 Business Proposal

The quote shall contain the following:

- (1) A completed pricing schedule for the base year period and all option periods one (1) through four (4). Please see the Schedule of Services located on the Standard Form 1449.

- (2) A narrative discussion that supports the pricing proposed for this effort. This shall include a discussion of the associated cost and historical data for each task outlined in the Performance Work Statement.
- (3) A breakdown for each contract line item number (CLIN) that identifies the labor categories proposed. The sum total of the CLIN breakdown shall include the CLIN price. A breakdown of the subcontractors cost is also required.

As part of the proposal submission, offerors shall submit a Proposal Matrix using the table below or similar format, which maps what page of the proposal addresses each Performance Work Statement requirement identified for example, Technical Approach, and show which page of the proposal fully addresses each Evaluation Factor. The offeror shall use the appropriate column to fill in the requirement as stipulated in the RFP to which the page/section number applies.

Proposal Page(s)/Section Number(s)	RFP Requirement	PWS	Instructions to Offerors	Evaluation Factors	Comments

Technical Approach (Shall not exceed **15** pages)

- The offeror shall submit a technical approach that demonstrates logical and feasible methods for meeting the requirements (including any Section 508 requirements) described in the Performance Work Statement tasks 5.1 through 5.8 and meeting the performance objectives outlined within the solicitation.
- The offeror shall submit a project schedule that demonstrates a clear understanding of the required operations and HUD requirements with realistic timeframes for performing all tasks.
- If the offeror is proposing subcontractors, the offeror shall clearly identify what aspects of the work will be performed by the prime and what aspects of the work will be performed by each subcontractor in its technical approach.
- The offeror shall submit a labor mix and level of effort represented by labor categories and number of hours per labor category. Offerors are cautioned not to include pricing in the labor mix/level of effort matrix submitted with the technical proposal.

Management Plan (Shall not exceed **10** pages)

- The offeror shall submit a Management Plan that is clear, concise, and demonstrates that it will result in meeting the objectives and requirements contained within the Performance Work Statement tasks identified under the instructions for Technical Approach.
- The offeror shall submit a Management Plan that details:
 - key personnel and responsibilities;
 - proposed subcontracting arrangements and reporting relationships of all subcontractors;
 - a plan that demonstrates successful communication and coordination between the contractor and the government personnel/roles;
 - schedules of all tasks and subtasks, meetings, and deliverables;
 - clear lines of authority from the top of the organization to all those working on this effort;
 - Quality Control Plan

Key Personnel (Resume shall not exceed 2 pages per person submitted)

The offeror shall submit Key Personnel resumes that demonstrate sufficient relevant prior experience, qualifications, education, and certification for personnel proposed to fill the key positions identified by the offeror. Additionally, the Key Personnel proposed, and the number identified must reflect adequate capabilities or skill sets to ensure the outcome and benefits sought by the government are achievable. The offeror shall state what percentage of the Key Personnel's work week time will be dedicated to the performance of the contract. Letters of commitment are required for all Key Personnel.

Specific Key Personnel requirements are as follows:

Partner:

Minimum Education: Bachelor's degree and a Certified Public Accounting Certification is required. Bachelor's degree in Accounting, Finance, or Business-related field.

Minimum Experience: 10 years of professional accounting experience in FEDGAAP, U.S. Standard General, Credit Reform Act of 1990, U.S. Treasury reporting requirements and OMB A-123, A-136 and A-11.

Project Manager

Minimum Education: Bachelor's degree and a Certified Public Accounting (CPA) or Certified Government Financial Manager (CGFM) or Project Management Professional Certification is required. Bachelor's degree in Accounting, Finance, or Business related.

Minimum Experience: 7 years of professional accounting experience in FEDGAAP, U.S. Standard General, Credit Reform Act of 1990, U.S. Treasury reporting requirements and OMB A-123, A-136 and A-11.

IT Senior Advisor:

Minimum Education: Bachelor's degree and a CPA or CGFM or Certified Information Systems Auditor (CISA) Certification is required. Bachelor's degree in Accounting, Finance, or Business related.

Minimum Experience: 8 years of professional experience in Information Technology controls and testing. Also 8 years of NIST controls compliance with OMB A-123, Federal Information Security Modernization Act (FISMA) Compliance, Privacy and IT audits in support of financial statement audits.

Past Performance and/or Previous Experience

Evaluated as part of the overall responsibility determination under LPTA, NOT as an individual evaluation factor. Small businesses determined non-responsible but otherwise eligible and in line for award must be referred to the Small Business Administration for a Certificate of Competency. Please complete **Attachment #3** and submit with the offer package.

Price

Offerors shall submit prices that are consistent with the requirements set forth in the Performance Work Statement of this solicitation. If the offeror proposes annual cost of living increases, the offeror must support the proposed increases with historical and relevant market index information. Offerors shall break down their total price to reflect labor categories, labor rates, number of hours, materials and any other costs that make up the bottom line price. Please see the Schedule of Services located in the Standard Form 1449.

Evaluation of the Offer

Offerors shall break down their total price to reflect labor categories, labor rates, number of hours, materials and any other costs that make up the bottom line price. The Government will evaluate proposals for technical acceptability on an Acceptable/Pass or Unacceptable/Fail basis using the process identified under the section entitled Best Value LPTA Award. All technical criteria must be rated Acceptable/Pass to be considered Technically Acceptable. Only those proposals determined to be technically acceptable, either initially or as a result of discussions, will be considered for award. The failure of a proposal to meet any or all of the technical criteria will result in a technically Unacceptable/Fail rating and preclude award in the absence of discussions.

Each technical factor will receive one of the ratings listed below:

- Acceptable/Pass: The proposal clearly meets the minimum requirements of the solicitation.
- Unacceptable/Fail: The proposal does not clearly meet the minimum requirements of the solicitation.

The following provides the minimum requirements for an offer to be determined acceptable under the listed factors:

Technical Approach

- The government will evaluate the following regarding the proposed Technical Approach:
 - Whether the proposal demonstrates logical and feasible methods for meeting the requirements described in Performance Work Statement tasks 5.1 through 5.8 and meeting the performance objectives outlined within the solicitation;
 - Whether the project schedule demonstrates:
 - a clear understanding of the required operations and HUD requirements; and
 - realistic timeframes for performing the PWS tasks and associated deliverables identified herein.
- If the proposal includes subcontractors, whether the proposed approach delineates the technical responsibilities between the prime and the subcontractor(s).
- Whether the proposed labor mix and level of effort is based upon reasonable assumptions and is consistent with the requirements set forth in the Performance Work Statement and the proposed technical approach.

Management Plan

- The government will evaluate the following regarding the proposed Management Plan:

- Whether the proposal supports the achievement of the Government's objectives and requirements outlined in the solicitation regarding:
 - Key Personnel and responsibilities;
 - subcontracting arrangements and reporting relationships of all subcontractors;
 - successful communication and coordination between the contractor and the government personnel/roles;
 - clear lines of authority from the top of the organization to all those working on this effort;
 - schedules of all tasks and subtasks, meetings, and deliverables; and
 - Quality Control Plan.

Key Personnel

- The government will evaluate the following regarding the proposed Key Personnel:
 - Whether the resumes demonstrate relevant prior experience, qualifications, education, and certification, if applicable, for personnel proposed to fill the key positions identified in the solicitation;
 - Whether the number of key personnel identified and/or the amount of time each will commit to the effort, reflect a clear understanding of the requirement described in the Performance Work Statement; and
 - Whether letters of commitment were submitted and are acceptable.

Past Performance and/or Previous Experience

Evaluated as part of the overall responsibility determination under LPTA, NOT as an individual evaluation factor. Small businesses determined non-responsible but otherwise eligible and in line for award must be referred to the Small Business Administration for a Certificate of Competency.

Price

Price will be evaluated separately from Technical and other non-cost/price factors, and will be evaluated as follows:

Reasonableness. The reasonableness of the total price proposed will be evaluated as follows:

- On the basis of adequate price competition, by comparing the proposed prices among offers; and/or;
- Comparing proposed prices to the Independent Government Cost Estimate to ensure that prices are reasonable for the results to be achieved; and/or
- Comparison of proposed prices to valid historical prices paid, whether by the Government or other than the Government, for the same or similar items, adjusted for material differences and differing terms and conditions, quantities and market and economic factors; and/or

- Use of parametric estimating methods/application of rough yardsticks (such as dollars per pound or per horsepower, or other units) to highlight significant inconsistencies that warrant additional pricing inquiry; and/or
- Comparison with competitive published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangements; and/or
- Comparison of proposed prices with prices obtained through market research for the same or similar items; and/or
- Analysis of data other than certified cost or pricing data provided by the offeror at the request of the Contracting Officer.

Unless it is determined not to be in the Government's best interest in accordance with FAR 17.206(b); offers will be evaluated for award purposes by adding the total price for all options to the total price for the basic requirement. For purposes of evaluating the price of exercising the potential 6-month extension of services using the clause at FAR 52.217-8, 50% of the final option year (six months) value will be added to the total proposed amount for evaluating pricing only, this amount will not be included in the total aggregate value of the resulting contract. This addition is for evaluation purposes only.

Unbalanced Pricing

Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques. The Government will analyze offers to determine whether they are unbalanced with respect to separately priced line items. Offers that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

Best Value LPTA Evaluation Process and Award

The Government intends to make an award to the Lowest Price Technically Acceptable responsible offeror who represents the best value to the Government. Past Performance will be reviewed as part of the determination of responsibility but will not be an evaluation factor. Award will be made to the acceptable Offeror with the lowest evaluated price, who is deemed responsible in accordance with FAR Part 9.104 and whose proposal conforms to the solicitation requirements. The solicitation requirements include all stated terms, conditions, representations, certifications, and all other information required by the Government. Technical tradeoffs will not be made and no additional credit will be given for exceeding acceptability.

It is the Government's intent to evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should be their best

effort and contain the offeror's best terms from a price standpoint. If award is made without discussions, proposal revisions will not be permitted. However, the Government reserves the right to conduct discussions if the Contracting Officer (CO) later determines them to be necessary.

The Government will evaluate proposals in accordance with the following evaluation process to determine the Lowest Price Technically Acceptable offeror who represents best value to the Government:

- 1) All offers will be ranked based upon an assessment of total overall evaluated prices;
- 2) A full evaluation of **the Technical Acceptability of the lowest priced proposal will be conducted;**
- 3) A price reasonableness determination will be conducted of the lowest priced technically acceptable proposal.

Only proposals rated technically acceptable for all factors are eligible to receive an award. If the lowest priced technically acceptable proposal is determined to be reasonably priced and the offeror is determined to be responsible in accordance with FAR Part 9.104, evaluation will end and the Government will make award to that offeror as the LPTA proposal that represents the best value to the government.

However, if the lowest priced offer is determined not to be technically acceptable or a price reasonableness determination cannot be made due to unbalanced pricing or for other reasons, the Government will proceed to evaluate the Technical Acceptability and then price reasonableness of the next lowest priced proposal and so on, until the Government identifies the lowest priced technically acceptable responsible offeror.

If, at any time, the CO determines negotiations are required, the Government will evaluate all proposals for technical acceptability and price reasonableness before entering into discussions with offerors. The Government reserves the right, based upon the results from the technical evaluation and price evaluations to establish a competitive range. Should a competitive range be established, the Government will enter into discussions with only those offerors within the competitive range. Upon conclusion of discussions and final proposal revisions, the Government will assess the offers within the competitive range in accordance with the initial evaluation process identified above to determine the lowest priced, technically acceptable, responsible contract awardee.

52.209-5 Certification Regarding Responsibility Matters (OCT 2015)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
 - (i) The Offeror and/or any of its Principals—
 - (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.209-7 Information Regarding Responsibility Matters (JUL 2013)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at

the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

52.209-11 Representation By Corporations Regarding Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (FEB 2016)

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

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

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

(b) The Offeror represents that—

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

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

52.212-3 Offeror Representations and Certifications – Commercial Items (NOV 2017)

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

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

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

standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

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

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

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

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

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

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

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

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

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

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

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

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

(1) Previous contracts and compliance. The offeror represents that—

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

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

(2) Foreign End Products:

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—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—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—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—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—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—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—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—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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 Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(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 ☐ does ☐ does not certify that—

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

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

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

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

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

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

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM 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: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
 - Name _____.
 - TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(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 \$3,500 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.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in

subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

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

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

(2) The Offeror represents that—

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

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

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____

(Do not use a “doing business as” name)

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an

accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(End of provision)

Alternate I (Oct 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

52.219-1 Small Business Program Representations (OCT 2014)

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 concern eligible under the WOSB Program.

“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 the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern,” consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“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 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) The North American Industry Classification System (NAICS) code for this acquisition is— _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations.

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

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [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 women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that—

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

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(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.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that—

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

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(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.

(6) [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.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) [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)(8)(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) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

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 Carmen Calloway, Contracting Officer, 451 7th Street, SW, Rm 5262, Washington, DC 20410.

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

2452.203-70 Prohibition Against the Use of Federal Employees (FEB 2006)

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to government employees or a business concern or other organization owned or substantially owned or controlled by one or more government employees. For the purposes of this contract, this prohibition against the use of government employees includes any work performed by the contractor or any of its employees, subcontractors, or consultants.

2452.204-70 PRESERVATION OF, AND ACCESS TO , CONTRACT RECORDS (TANGIBLE AND ELECTRONICALLY STORED INFORMATION (ESI) FORMATS) – ALTERNATE 2

(a) For the purposes of this clause--

Contract records means information created or maintained by the contractor in the performance of the contract. Contract records include documents required to be retained in accordance with FAR 4.703 and other information generated or maintained by the contractor that is pertinent to the contract and its performance including, but not limited to: email and attachments, formal and informal correspondence, calendars, notes, reports, memoranda, spreadsheets, tables, telephone logs, forms, survey, books, papers, photographs, drawings, machine-readable materials, and data. Contract records may be maintained as electronically stored information or as tangible materials. Contract records may exist in either final or any interim version (e.g., drafts that have been circulated for official purposes and contain unique information, such as notes, edits, comments, or highlighting). Contract records may be located or stored on the contractor's premises or at off-site locations.

Electronically stored information (ESI) means any contract records that are stored on, or generated by, an electronic device, or contained in electronically accessible media, either owned by the contractor, subcontractor(s), or employees of the contractor or subcontractor(s) regardless of the physical location of the device or media (e.g., offsite servers or data storage).

ESI devices and media include, but are not be limited to:

- (1) Computers (mainframe, desktop, and laptop);
- (2) Network servers, including shared and personal drives;
- (3) Individual email accounts of the contractor's principals, officers, and employees, including all folders contained in each email account such as "inbox," "outbox," "drafts," "sent," "trash," "archive," and any other folders;
- (4) Personal data assistants (PDAs);
- (5) External data storage devices including portable devices (e.g., flash drive); and
- (6) Data storage media (magnetic, e.g., tape; optical, e.g., compact disc, microfilm, etc.).

Tangible materials means contract records that exist in a physical (i.e., non-electronic) state.

(b) If during the period of performance of this contract, HUD becomes, or anticipates becoming, a party to any litigation concerning matters related to records maintained or generated by the Contractor in the performance of this contract, the Contracting Officer may provide the contractor with a written (either hardcopy or email) preservation hold notice and certification of compliance with the preservation hold notice. Upon receipt of the hold notice, the Contractor shall immediately take the following actions--

(1) Discontinue any alteration, overwriting, deletion, or destruction of all tangible materials and ESI.

(2) Preserve tangible materials and ESI. The contractor shall preserve ESI in its "native" form to preserve metadata (i.e., creation and modification history of a document).

(3) Identify all individuals who possess or may possess tangible materials and ESI related to this matter, including contractor employees, subcontractors, and subcontractor employees. The contractor shall provide the names of all such individuals via email to the HUD official indicated in the notice.

(4) Document in writing the contractor's efforts to preserve tangible materials and ESI. It may be useful to maintain a log documenting preservation efforts.

(5) Complete the certification of compliance with the preservation hold notice upon receipt and return it to the identified contact person; and

(6) Upon the request of the Contracting Officer, provide the Contracting Officer or other HUD official designated by the Contracting Officer with any of the information described in this clause. The contractor shall immediately confirm receipt of such request. The contractor shall describe in detail any records that the contractor knows or believes to be unavailable and provide a detailed explanation of why they are unavailable, and if known, their location.

(c)(1) If any request for records pursuant to paragraph (b)(6) of this clause causes an increase in the estimated cost or price or the time required for performance of any part of the work under this contract, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(2) The Contractor must assert its right to an adjustment under this clause within ____ [Contracting Officer insert period; 30 days if no other period inserted] from the date of receipt of the Contracting Officer's request made pursuant to paragraph (b)(6) of this clause. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a request submitted before final payment of the contract.

(3) Failure to agree to any adjustment shall be a dispute under the "Disputes" clause of this contract. However, nothing in this clause shall excuse the contractor from providing the records requested by the Contracting Officer.

(e) The Contractor shall include this clause in all subcontracts.

Alternate II (DEC 2012). For labor-hour or time-and-materials type contracts, substitute the following paragraph (c)(1) for paragraph (c)(1) of the basic clause:

(c)(1) If any request for records pursuant to paragraph (b)(6) of this clause causes an increase in the estimated cost or price or the time required for performance of any part of the work under this contract, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (i) Ceiling price;
- (ii) Hourly rates;
- (iii) Delivery schedule; or
- (iv) Other affected terms.

2452.233-70 REVIEW OF CONTRACTING OFFICER PROTEST DECISIONS (FEB 2006)

(a) In accordance with FAR 33.103 and HUDAR 2433.103, a protester may request an appeal of the Contracting Officer's decision concerning a protest initially made by the protester to the Contracting Officer. The protestor must submit a written request for an appeal to Keith Surber, 451 7th Street SW, Washington, DC 20410 not later than 10 days after the protestor's receipt of the Contracting Officer's decision (see FAR 33.101 for the definition of "days").

(b) The HCA shall make an independent review of the Contracting Officer's decision and provide the protester with the HCA's decision on the appeal.

2452.237-70 KEY PERSONNEL. (FEB 2006)

(a) Definition. "Personnel" means employees of the contractor, or any subcontractor(s), affiliates, joint venture partners, or team members, and consultants engaged by any of those entities.

(b) The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the Contracting Officer. Key personnel shall perform as follows:

Name	Title

2452.239-71 INFORMATION TECHNOLOGY VIRUS SECURITY. (FEB 2006)

(a) The contractor hereby agrees to make every reasonable effort to deliver information technology products to HUD free of known computer viruses. The contractor shall be responsible for examining all such products prior to their delivery to HUD using software tools and processes capable of detecting all known viruses.

(b) The contractor shall include the following statement on deliveries of hardware, software, and data products, including diskettes, made under this contract:

N/A

"This product has been scanned for known viruses using [name of virus-screening product, including

version number, if any] and is certified to be free of known viruses at the time of delivery."

(c) The Contracting Officer may assess monetary damages against the contractor sufficient to compensate HUD for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from the contractor's failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract.

(d) This clause shall not limit the rights of the government under any other clause of this contract.

Inspection and acceptance of all work required under this contract shall be performed by the Contracting Officer Representative (COR) or other individual as designated by the Contracting Officer or COR.

2452.246-70 INSPECTION AND ACCEPTANCE (FEB 2006)

Inspection and acceptance of all work required under this contract shall be performed by the Contracting Officer Representative (COR) or other individual as designated by the Contracting Officer or COR.

2452.251-70 CONTRACTOR EMPLOYEE TRAVEL

(a) To the maximum extent practical, the Contractor shall make use of travel discounts which are available to Federal employees while traveling in the conduct of official Government business. Such discounts may include, but are not limited to, lodging and rental car rates.

(b) The Contractor shall be responsible for obtaining and/or providing to his/her employees written evidence of their status with regard to their performance of Government contract work needed to obtain such discounts.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 116	
2. AMENDMENT/MODIFICATION NO. 000001		3. EFFECTIVE DATE 09/05/2018		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable) 86543G18R00007	
6. ISSUED BY US DEPARTMENT OF HUD OFFICE OF THE CHIEF PROCUREMENT OFFICER 451 SEVENTH STREET SW ROOM 5256 WASHINGTON DC 20410-1000		CODE HUD-NPR		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x) 9A. AMENDMENT OF SOLICITATION NO. 86543G18R00007			
				x 9B. DATED (SEE ITEM 11) 08/31/2018			
				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
OMB Circular A-123 Services The purpose of the RFP Amendment 86543G18R00007 is to:							
1. Extend the due date for the submission of proposal to 11:00 AM EDT on September 10, 2018 as outlined in RFP Section V on page 74. 2. Revise the PWS, section 4.5 Contractor Personnel, to remove Key Personnel titled IT Senior Advisor on page 35 and 36 in its entirety. To also revise the minimum education and experience of the Project Manager and Partner on page 36. 3. Revise PWS, section 5.1.1 Project Work Plan (PWP), to read No later than 30 calendar days after contract award on pages 37 and 38. 4. Revise the PWS, in section 5.2 Assess FFA's Financial Reporting Control Environment with Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				CARMEN L. CALLOWAY			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				 (Signature of Contracting Officer)		9/5/2018	
NSN 7540-01-152-8070 Previous edition unusable				STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
86543G18R00007/000001PAGE OF
2 116

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>deliverable date changes on page 39.</p> <p>5. Revise the PWS, in section 5.3 Document the Nature and Content of FHA's Primary Controls over Financial Reporting with deliverable date changes on page 40.</p> <p>6. Revise the PWS, section 5.4 Testing Controls with deliverable date changes on pages 40 and 41.</p> <p>7. Revise the PWS, section 5.5 Review NIST Required Documents with deliverable date changes on pages 41 and 42.</p> <p>8. Revise the PWS, section 5.6 Report an Assessment of Internal Control Over Financial Reporting and Recommend Assurance Statement with deliverable date changes on page 42.</p> <p>9. Revise the PWS, section 6 Deliverables with deliverable date changes on pages 44 through 46.</p> <p>10. Revise the PRS, section of the PWS with deliverable date changes on pages 47 and 48.</p> <p>11. Revise Appendix 1 Surveillance Matrix with deliverable dates on page 56 through 62.</p> <p>12. Revise Addenda to 52.212-1 Instruction to Offerors under Key Personnel section on pages 76 and 77.</p> <p>13. The Government's responses to Contractor questions are hereby attached to this amendment.</p> <p>14. To note all changes in this amendment are identified by the yellow highlight.</p> <p>Period of Performance: 09/30/2018 to 09/29/2023</p>				

SECTION II- SUPPLIES AND SERVICES

- 2.1 DESCRIPTION:** The Department of Housing and Urban Development (HUD), Federal Housing Administration (FHA) requires internal control services of a Contractor to provide OMB-Circular A-123 Support Services.
- 2.2 CONTRACT TYPE:** This is a Firm Fixed Price contract.
- 2.3 SERVICES:** The Contractor shall provide the supplies and services in accordance with the Performance Work Statement (PWS).

SECTION III – CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

HUDAR: https://www.hud.gov/program_offices/cpo/hudar

- 52.202-1 DEFINITIONS (NOV 2013)**
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)**
- 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)**
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)**
- 52.203-16 PREVENTING PERSONAL CONFLICT OF INTEREST (DEC 2011)**
- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)**
- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**
- 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JAN 2017)**
- 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)**
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)**
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**
- 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATION AND CERTIFICATIONS (OCT 2015)**
- 52.232-1 PAYMENTS (APR. 1984)**
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)**
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**
- 52.243-1 CHANGES – FIXED-PRICE (AUG 1987)**
- 52.244-6 SUBCONTRACTORS FOR COMMERCIAL ITEMS (JUL 2018)**
- 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)**
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)**
- 2452.201-70 COORDINATION OF DATA COLLECTION ACTIVITIES. (DEC 2012)**
- 2452.203-70 PROHIBITION AGAINST THE USE OF GOVERNMENT EMPLOYEES (FEB 2006)**

2452.208-71 REPRODUCTION OF REPORTS. (APR 1984)
2452.209-71 LIMITATION ON FUTURE CONTRACTS. (FEB 2000)
2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. (APR 1984)
2452.222-70 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES. (FEB 2006)
2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE. (MAR 2016)
2452.237-75 ACCESS TO HUD FACILITIES. (DEC 2012)
2452.237-77 TEMPORARY CLOSURE OF HUD FACILITIES. (MAR 2016)
2452.239-70 ACCESS TO HUD SYSTEMS. (MAR 2016)
2452.244-70 CONSENT TO SUBCONTRACT (MAR 2016)
2452.246-70 INSPECTION AND ACCEPTANCE (FEB 2006)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (JAN 2017)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

☒ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

☐ (10) (Reserved)

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

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) (Reserved)

☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (NOV 2016) of 52.219-9.

☐ (v) Alternate IV (NOV 2016) of 52.219-9.

- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35) (Removed)

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if

the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

☒ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (48) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41,

112-42, and 112-43.

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (58) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (60) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

☐ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

☐ (ii) Alternate I (APR 2003) of 52.247-64.

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

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[X] (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

[] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

[] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(x) 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.

(xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xii) [X] (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) (Removed)

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 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.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days before the contract expires.

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

(a) The Government may extend the term of this contract by written notice to the Contractor 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 5 years.

52.219-11 Special 8a Contract Conditions (JAN 2017)

The Small Business Administration (SBA) agrees to the following:

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements, delegates to Department of Housing and Urban Development (HUD) the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that HUD shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by HUD.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the *Disputes* clause of said subcontract.
- (f) To notify the HUD's Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS. (JAN 2017)

- (a) The Small Business Administration (SBA) has entered into Contract number **TBD** with HUD to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
- (b) **EliteBco LLC**, hereafter referred to as the subcontractor, agrees and acknowledges as follows:
 - (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. **TBD** for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
 - (2) That the SBA has delegated responsibility, except for novation agreements, for the administration of this subcontract to HUD with complete authority to take any action on behalf of the Government under the conditions of this subcontract.
 - (3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of HUD.
 - (4) That it will notify HUD's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by HUD.

52.219-17 Section 8(A) Award (JAN 2017)

a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements, delegates to the U.S. Department of Housing and Urban Development the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the U.S. Department of Housing and Urban Development Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the U.S. Department of Housing and Urban Development.

52.219-18 Notification of Competition Limited to Eligible 8(a) Participants

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.
- (2) The **Elitebco, LLC** will notify the **U.S. Department of Housing and Urban Development (HUD)** Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

2452.211-70 Effective Date and Contract Period (FEB 2006)

- (a) This contract shall be effective on **TBD**.
- (b) The contractor shall complete all work including all deliveries by **TBD**.
- (c) Delivery dates for specific services and deliverables shall be as set forth in the Schedule

2452.227-70 GOVERNMENT INFORMATION. (DEC 2012) - ALTERNATE I (DEC 2012)

- (a) Definitions. As used in this clause, "Government information" includes-

Contractor-acquired information, which means information acquired or otherwise collected by the Contractor on behalf of the Government in the context of the Contractor's duties under the contract. Government-furnished information (GFI), which means information in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. GFI also includes contractor-acquired information if the contractor-acquired information is a deliverable under the contract and is for continued use under the contract. Otherwise, GFI does not include information that is created by the Contractor and delivered to the Government in accordance with the requirements of the work statement or specifications of the contract. The type, quantity, quality, and delivery requirements of such deliverable information are set forth elsewhere in the contract schedule.

- (b) Information Management and Information Security.

(1) The Contractor shall manage, account for, and secure all Government information provided or acquired by the contractor. The Contractor shall be responsible for all Government information provided to its subcontractors. The Contractor agrees to include a requirement in each subcontract under this contract that flows down the protection from disclosure requirements.

(2) The Contractor's responsibility for Government information extends from the initial provision or acquisition and receipt of information, through stewardship, custody, and use until returned to, or

otherwise disposed of, as directed by the Contracting Officer. This requirement applies to all Government information under the Contractor's accountability, stewardship, possession or control, including its subcontractors.

(c) Use of Government information. (1) The Contractor shall not use any information provided or acquired under this contract for any purpose other than in the performance of this contract.

(2) The Contractor shall not modify or alter the Government information, unless authorized in writing, in advance, by the Contracting Officer.

(d) Government-furnished information. See Section 3.4 of PWS.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished information will be suitable for contract performance and will be delivered to the Contractor by the dates stated in paragraph (d)(1) of this clause.

(i) The Government does not warrant the validity or accuracy of the Government-furnished information unless otherwise noted.

(ii) In the event that information received by the Contractor is not in a condition suitable for its intended use, the Contractor shall immediately notify the Contracting Officer in writing. Upon receipt of the Contractor's notification, the Contracting Officer shall advise the Contractor on a course of action to remedy the problem.

(iii) If either the failure of the Government to provide information to the Contractor by the dates shown in this clause or the remedial action taken under this clause to correct defective information causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the Contracting Officer shall consider an equitable adjustment to the contract. The Contractor shall provide to the Contracting Officer its written statement describing the general nature and amount of the equitable adjustment proposal within 30 days after the remedial action described in paragraph (ii) herein is completed, or within 30 days after the date upon which the Government failed to provide information, unless the Contracting Officer extends this period.

(3)(i) The Contracting Officer may, by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished information under this contract;

(B) Substitute other Government-furnished information for the information previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use the information.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Rights in information. Government information is the property of the U.S. Government unless otherwise specifically identified. The specific rights in any other information acquired or created by the Contractor under this contract shall be as expressed in the "Rights in Data" clause contained in this contract.

(f) Government access to information. The Government shall have the right to access any Government information maintained by the contractor and any subcontractors. The Contractor shall provide the Contracting Officer, and other duly authorized Government representatives, with access to all Government information, including access to the Contractor's facilities, as necessary, promptly upon written notification by the Contracting Officer. Such notification may be by electronic mail.

(g) Contractor liability for Government information. (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, theft, damage, or destruction to the Government information furnished or acquired under this contract, except when the loss, theft, damage, or destruction is the result of the Contractor's failure to properly manage, account for, and safeguard the information in accordance with this clause.

(2) In the event of any loss, theft, damage, or destruction of Government information, the Contractor shall immediately take all reasonable actions necessary to protect the Government information from further loss, theft, damage, or destruction.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, theft, damage, or destruction of Government information.

(h) Information alteration and disposal. Except as otherwise provided for in this contract, the Contractor shall not alter, destroy, or otherwise dispose of any Government information unless expressly directed by the Contracting Officer to do so.

(i) Return of Government information to the Government. (1) The Government may require the Contractor to return Government Information to the Government at any time. Upon demand by the Contracting Officer or his/her representative, the Contractor shall return all Government information to the Government as directed by the Contracting Officer or other individual designated by the Contracting Officer.

(2) The Contractor's failure to return all information as directed, including directions regarding the time frames for delivery back to the Government and directions prescribing the form in which the data must be returned, shall be considered a breach of contract, and the Government shall have the right to physically remove the Government information from the Contractor, including removal of such information from the Contractor's physical premises and from any electronic media (e.g., Contractor's computer systems).

(3) When required to return Government information to the Government, the Contractor shall do so at no cost to the Government. The Government shall not be responsible for the cost of data format conversion and the cost of delivery, if any.

(4) The Contractor shall ensure that all Government information provided to subcontractors is returned to the Government.

(5) In the event of Contractor delay in returning the Government Information to the Government, for each calendar day late, the Contracting Officer has the discretion to deduct [] (Contracting Officer insert dollar amount or percentage) from the total value of the contract, and/or withhold payment from the Contractor.

(j) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

- (1) Any delay in delivery of Government-furnished information.
 - (2) Delivery of Government-furnished information in a condition not suitable for its intended use.
 - (3) An increase, decrease, or substitution of Government-furnished information.
 - (4) Failure to correct or replace Government information for which the Government is responsible.
- (k) Subcontracts. The Contractor shall ensure that all subcontracts under which Government information is provided to a subcontractor include the basic terms and conditions set forth in paragraphs (a), (b), (c), (f), and (h) of this clause in each subcontract. Subcontracts shall clearly describe the Government information provided to the subcontractor. The Contractor shall be responsible for all Government information provided to subcontractors.

HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED PRICE) (MAR 2016)

- (a) *Payment Schedule.* Payment of the contract price (see Pricing Schedule, page of the contract) will be made upon completion and acceptance of all work unless a partial payment schedule is included below:
- (b) *Submission of invoices.*

(1) The Contractor shall obtain access and submit invoices to the Department of Treasury Bureau of Fiscal Services' Invoice Platform Processing System via the Web at URL: <https://arc.publicdebt.treas.gov/ipp/fsippqrg.htm> in accordance with the instructions on the Web site. To constitute a proper invoice, the invoice must include all items required by the FAR clause at 52.232-25, "Prompt Payment."

(2) To assist the government in making timely payments, the contractor is also requested to include on each invoice the appropriation number shown on the contract award document (e.g., block 14 of the Standard Form (SF) 26, block 21 of the SF-33, or block 25 of the SF-1449).

(c) *Contractor Remittance Information.* The contractor shall provide the payment office with all information required by other payment clauses or other supplemental information (e.g., contracts for commercial services) contained in this contract. (d) *Final Invoice Payment.* The final invoice shall not be paid prior to certification by the Contracting Officer that all work has been completed and accepted.

2452.232-72 LIMITATION OF GOVERNMENT'S OBLIGATION (DEC 2012)

- a) Funds are not available for full funding of all contract line items under this contract. The incrementally funded line items and their anticipated funding schedule are as follows:

Contract Line Item Number	Total Price	Amount of current funding	Anticipated date(s) of future funding

The Contracting Officer will revise this table as funds are allotted to the contract.

(b) For the incrementally funded line item(s) in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract for these contract line items. The Contractor is not authorized to continue work on the incrementally funded line item(s) beyond that point. The Government will in no event be obligated to reimburse the Contractor in excess of the amount allotted to the contract for the incrementally funded line item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination for convenience of applicable line item(s) includes costs, profit, and estimated termination settlement costs for those line item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing at least **90 days prior** to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate **85 percent** of the total amount then allotted to the contract for performance of the applicable line item(s). This notification will state: the estimated date when that point will be reached; and an estimate of the amount of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause (or to another mutually agreed-upon date). The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the line item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed-upon date, the Contracting Officer will terminate any line item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the incrementally funded line item(s), the parties will agree to the period of contract performance covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed-upon date(s), and the contract will be modified accordingly.

(e) If the Contractor incurs additional costs or is delayed in the performance of the work under this contract solely by reason of the failure of the Government to allot additional funds in amounts sufficient for timely performance of the incrementally funded line item(s), and then additional funds are allotted, an equitable adjustment will be made in the line item price(s) or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder shall be considered a dispute subject to the "Disputes" clause in this contract.

(f) The Government may allot additional funds for the performance of the incrementally-funded line item(s) at any time prior to termination.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the incrementally funded line item(s) and will no longer apply once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government." (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

2452.237-79 Post Award Conference (March 2016)

The Contractor shall be required to attend a post-award conference on DATE **TBD** to be held at 451 7th Street SW, Washington DC 20410, unless other arrangements are made. All Contractors must have a valid ID for security clearance into the building.

AS-1 PRESERVATION OF, AND ACCESS TO, CONTRACT RECORDS

(a) For the purposes of this clause –

“Contract records” means information created or maintained by the contractor in the performance of the contract. Contract records include documents required to be retained in accordance with FAR 4.703 and other information generated or maintained by the contractor that is pertinent to the contract and its performance including, but not limited to: email and attachments; formal and informal correspondence; calendars; notes; reports; memoranda; spreadsheets; tables; telephone logs; forms; surveys; books; papers; photographs; drawings; machine-readable materials; and data. Contract records may be maintained as electronically stored information or as tangible materials. Contract records may exist in either final or any interim version (*e.g.*, drafts that have been circulated for official purposes and contain unique information, such as notes, edits, comments, or highlighting). Contract records may be located or stored on the contractor’s premises or at off-site locations.

“Electronically stored information (ESI)” means any contract records that are stored on, or generated by, an electronic device, or contained in electronically accessible media, either owned by the contractor, subcontractor(s), or employees of the contractor or subcontractor(s) regardless of the physical location of the device or media (*e.g.*, offsite servers or data storage).

“ESI devices and media” include, but shall not be limited to

- (1) Computers (mainframe, desktop, and laptop);
- (2) Network servers, including shared and personal drives;
- (3) Individual e-mail accounts of the contractor’s and any subcontractors’ principals, officers, and employees including all folders contained in each email account such as “Inbox,” “Outbox,” “Drafts,” “Sent,” “Trash,” “Archive,” and any other folders;
- (4) Personal data assistants (PDAs);
- (5) External data storage devices including portable devices (*e.g.*, flash drive); and
- (6) Data storage media (magnetic, *e.g.*, tape; optical, *e.g.*, compact disk; microfilm; etc.).

“Tangible materials” means contract records that exist in a physical (*i.e.*, non-electronic) state.

(b) If during the period of performance of this contract, HUD becomes or anticipates becoming a party to any litigation concerning matters related to records maintained or generated by the contractor

in the performance of this contract, the contracting officer may provide the contractor with a written (either hardcopy or email) preservation hold and certification of compliance with preservation hold. Upon receipt of the hold, the contractor shall immediately take the following actions:

(1) Discontinue any alteration, overwriting, deletion, or destruction of all tangible materials and ESI; (2) Preserve tangible materials and ESI. The contractor shall preserve ESI in its “native” form to preserve metadata (*i.e.*, creation and modification history of a document); (3) Identify all individuals who possess or may possess, tangible materials and ESI related to this matter, including contractor employees, subcontractors, and subcontractor employees. The contractor shall provide the names of all such individuals via email to the HUD official indicated in the notice; (4) Document in writing the contractor’s efforts to preserve tangible materials ESI. It may be useful to maintain a log documenting preservation efforts; (5) Complete the certification of compliance with litigation hold upon receipt and return it to the identified contact person; and (6) Upon the request of the contracting officer, provide to the contracting officer or other HUD official designated by the contracting officer with any of the information described in this clause. The contractor shall immediately confirm receipt of such request. The contractor shall describe in detail any records that the contractor knows or believes to be unavailable and provide a detailed explanation of why they are unavailable, and if known, their location. (c)(1) If any request for records pursuant to paragraph (b)(6) of this clause causes an increase in the estimated cost or price, or the time required for performance of any part of the work under this contract, or otherwise affects any other terms and conditions of this contract, the contracting officer shall make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (i) Contract price.
- (ii) Delivery schedule.
- (iii) Other affected terms

(2) The contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the contracting officer’s request made pursuant to paragraph (b)(6) of this clause. However, if the contracting officer decides that the facts justify it, the contracting officer may receive and act upon a request submitted before final payment of the contract.

(3) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the contractor from providing the records requested by the contracting officer.

(d) The contractor shall include the terms of this clause in all subcontracts awarded under this contract.

AS 2112 SPECIAL INSTRUCTION REGARDING LOBBYING DISCLOSURES (FEB 2003)

If the bidder/offeror is required to complete an SF-LLL, Disclosure of Lobbying Activities (see FAR 52.203-11), the offeror shall obtain the form from HUD’s internet homepage at:
<http://www.hudclips.org/subscriber/html/forms.htm>

SECTION 508 COMPLIANCE STATEMENT

All electronic and information technology (EIT) procured through this Statement of Work / Bill of

Materials and any resulting contract, contract, delivery order, or purchaser order must meet the applicable accessibility standards at 36 CFR §1194, U.S. Architectural and Transportation Barriers Compliance Board (Access Board) under the authority of Section 508 of the Rehabilitation Act Amendment of 1998.36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR §1194, U.S. Architectural and Transportation Barriers Compliance Board (Access Board) is viewable at <http://www.section508.gov>. The contractor shall indicate for each line item in the schedule whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR §1194. Further, the proposal must indicate where full details of compliance can be found (e.g., vendor's website or other exact location).

AUTHORIZED INDIVIDUALS

**COMPANY'S PLACE OF
PERFORMANCE**

COMPANY'S DUN & BRADSTREET (DUN'S) NUMBER

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SECTION IV – CONTRACT DOCUMENTS

Attachment 1- Performance Work Statement (PWS)
Attachment 2- Quality Assurance Surveillance Plan (QASP)
Attachment 3- Past Performance Information

Attachment #1 PERFORMANCE WORK STATEMENT (PWS)

Vision Statement

Effectively, efficiently and economically manage Housing-Federal Housing Administration (FHA) financial resources.

1 General Information

1.1 Introduction

The Department of Housing and Urban Development (HUD), Federal Housing Administration (FHA) requires internal control services that will expand FHA's capacity to effectively control financial resources, meet legal and regulatory obligations and minimize the risk of fraud, waste and abuse. Services shall include: assessing, documenting, testing and reporting financial controls compliance with applicable laws and regulations. In addition, support is needed to provide the FHA annual assurance statement.

1.2 Background

The Federal Housing Administrations (FHA) Comptroller office is responsible for establishing and maintaining effective internal control over financial reporting, safeguarding assets and ensuring compliance with applicable laws and regulations for all accounting, external and internal financial reporting. All areas of responsibility require year-round assistance to complete all required projects within the mandated Treasury, OMB, Office of the Inspector General (OIG) and Government Accountability Office (GAO) timelines. FHA performs these projects and functions through its Federal Housing Administration Subsidiary Ledger (FHASL) built on the PeopleSoft framework. FHASL is FHA's integrated software package that provides a wide variety of business applications to assist in the day-to-day execution and operation of its financial processes. FHASL uses the US Standard General ledger chart of accounts and classifications consistent with Federal GAAP and Credit Reform requirements. FHA's seventeen financial, mixed financial and program operating systems are integrated with FHASL through extensive electronic interfaces. Operating interdependently, these financial systems must substantially comply with FFMIA and OMB Circular A-123 requirements. Each individual application in FHASL interacts with others to offer an effective and efficient means of working and reporting results. These processes must operate with a high degree of public and fiscal accountability. FHA is responsible for enterprise risk management and internal controls of these systems and processes which consist of Federal reporting requirements.

FHA conducts its assessment of the effectiveness of its internal control over financial reporting in accordance with Office of Management and Budget (OMB) Circular A-123 "Managements Responsibility for Enterprise Risk *Management* and Internal Control". Effective internal controls provide assurance regarding the prevention of or prompt detection of unauthorized acquisition, use or disposition of assets. FHA must comply with the OMB Circular No A-123, released on July 15, 2016, which defines its responsibility for risk management and internal control. OMB Circular No. A-123, and the statute it implements, the Federal Managers Financial Integrity Act (FMFIA) of 1982, are at the center of FHA's requirement to improve accountability in its programs and operations. Based on the results of its assessment, FHA provides an annual quality assurance statement to Congress that internal controls over financial reporting are operating effectively.

1.3 Constraints

The services identified in this PWS will adhere to the rules, regulations, laws, standards, and conventions identified by HUD as well as within the Federal Government. Constraints include the following accompanied by a corresponding website:

- Office of Management and Budget (OMB) Circular A-11, "Preparation, Submission and Execution of the Budget"
https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/assets/a11_current_year/a11_2017.pdf
- OMB Circular A-123, "Management's Responsibility for Enterprise Risk Management and Internal Control"
<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2016/m-16-17.pdf>
- Appendix A, Internal Control Over Reporting (ICOR)
https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A123/a123_appx_a_implementation_guide.pdf
- OMB Circular A-129, "Policies for Federal Credit Programs and Non-Tax Receivables"
<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A129/a-129.pdf>
- OMB Circular A-130, "Management of Federal Information Resources"
<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/OMB/circulars/a130/a130revised.pdf>
- OMB Circular A-136, "Financial Reporting Requirements"
https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A136/a136_revised_2017.pdf
- Statements of Federal. Financial Accounting Concepts and Standards (SFFAS)
http://www.fasab.gov/pdffiles/codification_report2009.pdf
- Federal Managers Financial Integrity Act of 1982 (FMFIA)
<https://www.dol.gov/ocfo/media/regs/FMFIA.pdf>

- Government Performance and Results Act (GPRA) Modernization Act of 2010
<https://www.gpo.gov/fdsys/pkg/PLAW-111publ352/pdf/PLAW-111publ352.pdf>
- HUDAR 2452.239-70 "Access to HUD Systems
https://www.hud.gov/program_offices/cpo/hudar#part_2452.2
- Implementation Guide for OMB Circular A-123, Managements Responsibility for Internal Control Appendix A, Internal Control Over Financial Reporting
https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A123/a123_appx_a_implementation_guide.pdf
- Inspector General Act of 1978, as amended (IG Act)
<https://www.gpo.gov/fdsys/pkg/USCODE-2011-title5/pdf/USCODE-2011-title5-app-inspector.pdf>
- Federal Financial Management Improvement Act of 1996, Revision 2001 (FFMIA)
https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/financial/ffmia_implementation_guidance.pdf
- Federal Information Security Modernization Act of 2014 (FISMA)
<https://www.congress.gov/bill/113th-congress/senate-bill/2521>
- Improper Payments Information Act of 2002 (IPIA)
<https://www.gpo.gov/fdsys/pkg/PLAW-107publ300/pdf/PLAW-107publ300.pdf>
- Single Audit Act Amendments of 1996
<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/.../104-156.pdf>
- Clinger-Cohen Act of 1996
https://www.treasury.gov/privacy/Documents/Clinger-Cohen_Act_of_1996.pdf
- Federal Credit Reform Act of 1990
<https://www.fiscal.treasury.gov/fsreports/ref/ussgl/creditreform/fcra.htm#titleV>
- Government Accounting Office (GAO) Publication, GAO-14-704G, "Standards for Internal Control in the Federal Government, Sep 2014
<https://www.gao.gov/assets/670/665712.pdf>

The National Institute of Standards and Technology (NIST) Special Publications (SPs) (<https://csrc.nist.gov/publications>) listed below are not exhaustive however, are indicative of standards and requirements.

- NIST SP 800-53 Rev 5 Draft "Security and Privacy Controls for Federal Information Systems and Organizations
- NIST SP 800-53 Rev. 4 "Security and Privacy Controls for Federal Information Systems and Organizations
- NIST SP 800-53A "Assessing Security and Privacy Controls for Federal Information Systems and Organizations: Building Effective Assessment Plans

1.4 Description of Services

The Contractor shall provide support and services that strengthen FHA's internal controls over financial reporting by providing oversight, analysis, reporting, recommendations and risk management services. The internal control support and services includes providing:

- Program Management
- Assess FHA's Financial Reporting Control Environment
- Document the Nature and Content of FHA's Primary Controls Over Financial Reporting
- Testing Controls
- Review NIST Required Documents
- Report on Assessment of Internal Control Over Financial Reporting and Recommend Assurance Statement
- Corrective Action Plan
- Risk and Controls Enterprise-Wide Risk Management

Detailed descriptions of specific tasks are provided in Section 5, "Specific Tasks and Deliverables.

1.5 Non-Personal Services

The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception of personal services.

If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer (CO) immediately. These services shall not be used to perform work of a policy, decision making, or management nature, i.e. inherently Government functions. All decisions relative to programs supported by the Contractor shall be the sole responsibility of the Government.

1.6 Period of Performance

The period of performance is a One Year Base Period and 4 - One Year Options.

1.7 Place of Performance

The place of performance shall be at the Contractor's facility. Contract offices and staff shall be located within radius 30 miles from HUD Headquarters, preferably within reasonable walking distance of the Washington Metropolitan Transit System to provide for frequent monitoring by the COR/SCOR, auditors and the Office of Inspector General (OIG), etc. HUD requires the Contractor to maintain and protect the information from unauthorized disclosure or loss.

1.8 Hours of Operation

The Contractor is responsible for providing services between the hours of 8:00 a.m. EST until 4:30 p.m. EST Monday thru Friday except for Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closing, or similar Government directed facility closings. Weekly hours shall not exceed a forty (40) hour work week and a typical work day will be 8 hours each day Monday through Friday. The Government reserves the right to change hours of operation or restrict contractor access. Work outside of these daily hours is prohibited without Contracting Officer approval. Government agencies will not be available during scheduled holidays, inclement weather, weekends, and after duty hours. The Contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within the contract when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce is essential.

1.9 Special Qualifications

The Contractor shall ensure the following nationally recognized professional certifications are possessed and maintained during the entire contract period:

- Certified Public Accountant (CPA)
- Certified Information Systems Auditor (CISA)
- Certified Information Security Manager (CISM)

1.10 Post Award/Kickoff Conference

The Contractor shall attend any post award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The Government intends to convene a Post Award Conference with the Contractor within ten business days after contract award. The Contracting Officer will notify the Contractor of the specific date, location, and agenda within five business days after contract award.

1.11 Status Meetings

The Contracting Officer, Contracting Officer Representative (COR), Sub-Contracting Officer Representative (SCOR) and other Government personnel, as appropriate may meet periodically with the Contractor to also review Contractor performance, requirement status, etc. At these meetings, the Contracting Officer will apprise the Contractor of how the Government views the Contractor's performance or progress of the requirement. The Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government. Post Award Conference and subsequent meetings may be held via teleconference.

1.12 Contractor Travel

Prior to travel, the Contractor shall coordinate with and receive Government authorization from the COR/SCOR for all travel. Reimbursement of travel costs will be in accordance with the Federal Travel Regulation and in accordance with FAR 31.205-46. The Contractor shall travel using the lower cost mode transportation commensurate with the mission requirements. When necessary to use air travel, the Contractor shall use the tourist class, economy class or similar lodging accommodations to the extent they are available and commensurate with the mission requirements. HUD will not reimburse Contractor's local travel. Local travel is defined as travel within fifty (50) miles of Washington, DC. All other travel will be reimbursed on a cost reimbursable basis; no profit or fee will be paid.

1.13 Transition In

The Contractor shall, upon the Contracting Officer's written notice, furnish Transition-In services as required. As a successor, the Contractor shall have sufficient personnel on board during the 60-calendar days Transition-In period to ensure a smooth transition with the incumbent Contractor. The Contractor shall provide an orderly transition of work acceptance and accomplishment such that any impact to the program is minimized. During the Transition-In period, the Contractor shall become familiar with the requirements in order to commence full performance of services by the end of the contract Transition-In period. Transition-In is not required if the successor Contractor is the incumbent Contractor.

1.14 Transition Out

N/A

2 Definitions and Acronyms

2.1 Definitions

Assurance Statement - Federal Managers Financial Integrity Act (FMFIA) requires the agency to establish internal control and financial systems that provide reasonable assurance of achieving the three objectives of internal control, which are: (1) Effectiveness and efficiency of operations; (2) Compliance with regulations and applicable laws; and (3) Reliability of financial reporting. FMFIA requires the agency head to provide an annual Statement of Assurance on whether the agency has met these requirements.

Business/Work Days Every - Official work day of the week which are days between and including Monday to Friday. This does not include public holidays and weekends.

Calendar Day - Any Day of the week.

Contractor - A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

Contracting Officer (CO) - A person with authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Government. Note: the only individual who can legally bind the Government.

Contracting Officer Representative (COR) - An individual designated by the Contracting Officer to assist in providing technical direction and monitoring performance under the contract.

Sub-Contracting Officer Representative (SCOR) - An employee of the U.S. Government appointed by the Contracting Officer to perform contract administration activities in regard to technical issues. This individual has authority to provide technical direction to the Contractor as long as direction is within the scope of the contract, does not constitute a change and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

Defective Service - A service output that does not meet the standard of performance associated with the Performance Work Statement.

Deliverable - Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

Government Furnished Property (GFP) - Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Performance Requirements Summary (PRS) - A listing of the performance requirements under the contract that are to be evaluated by the Government on a regular basis, performance indicators for these requirements, performance standards for these requirements and surveillance methods to be used to determine if performance standards are met.

Performance Standard - The Contractor's performance level required by the Government.

Performance Work Statement (PWS) - A statement of work for performance-based acquisitions that describe the required results in clear, specific and objective terms with measurable outcomes.

Quality Assurance (QA) - Policies and procedures adopted by the Government to ensure that supplies and services acquired under Government contracts conform to the contracts quality requirements.

Quality Assurance Surveillance Plan (QASP) - A plan describing how the agency will survey, observe, test, sample, evaluate and document the Contractor's performance in meeting critical performance standards identified in the contract.

Quality Control (QC) - All necessary measures taken by the Contractor to assure that the quality of a product or service shall meet contract requirements.

Risk Management - A series of coordinated activities to direct and control challenges or threats to achieving an organizations goals and objectives.

Significant - A deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance.

Statement of Assurance - The statement of assurance represents the Agency head's informed judgment as to the overall adequacy and effectiveness of internal control within the Agency related to operations, reporting, and compliance.

Subcontractor - Any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, material, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and any person who offers to furnish or furnishes general supplies to the prime contractor or a higher tier subcontractor. The Government does not have privity of contract with a subcontractor.

2.2 Acronyms

AQL - Acceptable Quality Level
CAP - Corrective Action Plan
CIA - Certified Internal Auditor
CISA - Certified Information Systems Auditor
CISM - Certified Information Security Manager
CLIN - Contract Line Item Number
CO - Contracting Officer
COR - Contracting Officer Representative
CPA - Certified Public Accountant
ERM - Enterprise Risk Management
EST - Eastern Standard Time (U.S.)
FAR - Federal Acquisition Regulation
FFMIA - Federal Financial Management Improvement Act
FHA - Federal Housing Administration
FHASL - Federal Housing Administration Subsidiary Ledger
FISMA - Federal Information Security Modernization Act
FMFIA - Federal Managers Financial Integrity Act
GAAP - Generally Accepted Accounting Principles
GAO - U.S. General Accounting Office
GFP - Government Furnished Property
GPRA - Government Performance and Results Act
HSPD - Homeland Security Presidential Directive
HUD - U.S. Department of Housing and Urban Development
HUDAR - HUD Acquisition Regulation
ICOR - Internal Control Over Reporting
IG - Inspector General
OIG - Office of the Inspector General
IPIA - Improper Payments Information Act
NIST - National Institute of Standards and Technology
OMB - Office of Management and Budget
PIV - Personal Identity Verification
PM - Program Manager
PWP - Project Work Plan
PWS - Performance Work Statement
QA - Quality Assurance
QASP - Quality Assurance Surveillance Plan
QCP - Quality Control Plan
SCOR - Sub-Contracting Officer Representative
SFFAS - Statements of Federal Financial Accounting Concepts and Standards
SP - Special Publications

3 Government-Furnished Property and Services

The Contractor shall ensure accurate control and accountability of all Government-Furnished Property in accordance with the terms and conditions of this contract. The Government will

furnish, at no cost to the Contractor, the GFP shown below.

3.1 Government Services

The Government will provide no services to the Contractor.

3.2 Facilities

The Government will provide no office spaces.

3.3 Equipment

The Government will not provide.

3.4 Materials

The Government will provide all materials necessary to perform the services stated within this PWS no later than 5 business days after the PIVing process for the Contractor is successfully completed. These materials include access to HUDs various analytical tools (see Section 1.3 Constraints).

Copies of required materials may be provided to the Contractor in hard copy or soft copy. All materials will remain the property of the Government and will be returned to the COR/SCOR upon request or at the end of the contract period.

3.5 Quality Assurance (QA)

The Government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable quality level.

4 Contractor-Furnished Items and Services

The Contractor shall furnish, all facilities, equipment, and supplies required to perform the work under this contract that are not listed under Government-Furnished Property and Services.

4.1 Facilities

N/A

4.2 Equipment

N/A

4.3 Material

N/A

4.4 Contractor Responsibilities

The Contractor shall only conduct business with designated Government personnel listed as points of contact (POCs). Names of authorized personnel shall be provided to the Contractor by the Government, in writing, and updated as necessary throughout the contract period.

U.S. Government records, copies of original results and reports, verified original data, corrected data and corrected supporting final reports which are maintained by the Contractor remain the property of the U.S. Government. These files/results must be surrendered to the COR/SCOR.

4.5 Contractor Personnel

The Contractor shall provide a Partner and Project Manager who shall be responsible for the performance of work. These Contractor personnel (main point of contact and alternate point of contact) are considered Key Personnel by the Government and shall be listed as such in accordance with HUDAR 2452.237-70, "Key Personnel. The Partner and Project Manager shall have full authority to act on all contact matters relating to daily operations of this contract.

Accordingly, at a minimum, the points of contact shall have the technical knowledge of the requirement and be in the position to receive assignment, guidance, and direction from the COR/SCOR, and CO per HUDAR 2452.237-73, "Conduct of Work and Technical Guidance"

and shall be allocated enough hours to the requirement to ensure successful performance. These points of contact shall each be an employee of the Contractor. An employee of a subcontractor is not acceptable for either of these positions. The Project Manager or alternate shall be available between the hours of 8:00 a.m. EST until 4:30 p.m. EST Monday thru Friday, except Federal Holidays or when the Government facility is closed for administrative reasons.

Partner:

Minimum Education: Bachelor's degree in Accounting, Finance, Information Systems or related field.

Minimum Experience: At least 10 years of experience in leading projects focused on internal controls as part of financial statement audits or OMB Circular A- 123/Sarbanes Oxley (SOX) requirements, documenting and mapping process flows/cycles, accounting for and analyzing financial data, including: demonstrated ability to provide guidance and direction for multiple projects; designing, implementing, and leading financial management engagements; and the capability to lead multi-task projects of high complexity similar services.

Project Manager

Minimum Education: Bachelor's degree in Accounting, Finance, Information Systems or related field.

Minimum Experience: At least 5 years of experience in managing projects focused on internal controls as part of financial statement audits or OMB Circular A- 123/Sarbanes Oxley (SOX) requirements, documenting and mapping process flows/cycles, accounting for and analyzing financial data, including: demonstrated ability to provide guidance and direction for multiple projects; designing, implementing, and managing financial management engagements; and the capability to manage multi-task projects of high complexity similar services.

4.6 Identification of Contractor Employees

All Contractor/subcontractor personnel shall wear company picture identification badges as to distinguish themselves from Government employees. When conversing with Government personnel during business meetings, over the telephone, or via electronic mail, Contractor/subcontractor personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees. Contractors/subcontractors shall identify themselves on any attendance sheet or any coordination documents they may review. Electronic mail signature blocks shall identify their company affiliation. Where practicable, Contractor/subcontractors occupying collocated space with their Government program customer shall identify their work space area with their name and company affiliation, or at a minimum, "Contractor" after name.

4.7 Quality Control

The Contractor shall establish and maintain a complete quality control program that shall ensure services are performed in accordance with this contract. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-reoccurrence of defective services.

The Contractor's quality control program is the means by which he assures himself that his work complies with the requirements of the contract. The Contractor shall provide the associated Quality Control Plan to the Government as directed.

4.7.1 Quality Control Plan

The Contractor shall develop, maintain, enforce, and document a Quality Control Plan (QCP). The QCP shall ensure the Government receives the level of quality that is consistent with the requirements specified in this contract. The QCP shall be sufficiently detailed to provide the Contractor's methodology for identifying and recruiting qualified personnel. The QCP shall also provide the Contractor's methodology for resolving problems identified by the Government during reviews conducted in accordance with its Quality Assurance Surveillance Plan (QASP). The QCP shall also provide the Contractor's methodology for establishing an internal feedback system for support personnel, and for resolving problems identified by that feedback system. The QCP shall demonstrate and validate that the services or deliverables to be provided under the contract are completed with a level of quality that meets the minimum performance threshold established in the Government's QASP. The QCP shall address Quality Management Approach, Quality Assurance, Quality Control and Quality Standards. This is a no charge item.

5 Specific Tasks

5.1 Program Management

5.1.1 Project Work Plan (PWP)

- No later than 30 calendar days after contract award, the Contractor shall submit a draft PWP to the COR via email and copying the HUD SCOR. The Contractor shall also submit the PWP annually. Upon receipt of COR/SCOR comments, the Contractor shall incorporate the comments and suggestions and submit a final draft no later than five business days after receipt of comments. Subsequent updates shall be submitted no later than five business days after update. The PWP shall address all the requirements contained in this PWS and define a detailed plan and schedule for the entire program. The PWP shall also consist of a narrative description and a graphic summary of the program schedule and financial elements of the contract. The PWP shall include the following:
 - Describe the planned deliverables schedule;
 - Identify each step in the work process required for completing the contract work and the period needed to accomplish each step, expressed in terms of the calendar dates;
- Provide the staff, financial and other resources (including subcontractors) allocated to each task;
 - Provide the rationale for project organization, staff utilization, and other resources allocated to each task or activity;
 - Staffing plan; and

- A brief, factual summary description of actual progress against the PWP during the reporting period.

All final deliverables shall be uploaded to the established SharePoint website. A final PWP shall be provided to the COR/SCOR within five calendar days after COR/SCOR review of the draft PWP. Changes to the PWP shall be reviewed and accepted by the COR/SCOR and the Contractors Project Manager prior to work beginning. Provisions shall be established to update the PWP at appropriate junctures, as directed by the COR/SCOR.

Performance Standards

a) Standard: Draft PWP submitted within 30 days of contract award

AQL: Zero deviation

b) Standard: Final PWP submitted within 30 days of contract award

AQL: Zero deviation

Deliverables

A01 Draft Project Work Plan

A02 Final Project Work Plan

5.1.2 Weekly Status Meeting

The Contractor shall schedule, coordinate, and attend weekly status meetings. Meeting shall be held at the HUD headquarters building. No later than two business days after each weekly meeting, the Contractor shall draft and submit meeting minutes to the COR/SCOR via email and upload to the established SharePoint website. The meeting minutes shall be titled "Weekly Internal Control Meeting Minutes. The Contractor shall notify the COR/SCOR on the time and location of the weekly meeting no less than 48 hours in advance. The Contractor shall provide meeting minutes which shall include the following:

- Date
- Agenda
- Attendees
- Work completed
- Activities in progress
- Planned activities
- Deliverables update

Performance Standards

a) Standard: Submit Weekly Status Report no later than two business days after each weekly meeting by emailing the COR/SCOR and upload to the established SharePoint website.

AQL: Zero deviation

Deliverables

A03 Weekly Internal Control Meeting Report

5.2 Assess FHA's Financial Reporting Control Environment

The Contractor, under the guidance of the Senior Assessment Team and direction from the COR, shall assess FHA's internal control over financial reporting in accordance with OMB A-123 and Appendix A, Internal Control Over Reporting (ICOR) and identify significant control activities, as defined in OMB A-123, for documentation and testing. The OMB A-123 Implementation Guide aids with this task. The Contractor's assessment shall determine if the financial reporting structure and culture supports effective internal controls. Effective internal control systems shall help FHA adapt to shifting environments, evolving demands, changing risks and new priorities, as defined by GAO-14-704G. As part of this process, the Contractor shall identify significant financial reporting control activities for documentation and testing in the Financial Reporting Environment Report.

The Contractor shall submit a draft test report titled "Draft Plan for Testing Report to the COR/SCOR no later than Dec 14, 2018, via email and upload to the established FHA SharePoint website. Upon receipt of COR/SCOR comments, the Contractor shall respond within 10 business days. The Contractor shall submit a final report titled "Final Financial Reporting Environment Report to the COR/SCOR no later than Jan 4, 2019 and upload to the established FHA SharePoint website. The Contractor shall provide reliability and assurance regarding internal control over financial reporting. Reliability and assurance of financial reporting means that management can reasonably make the following assertions:

- All reported transactions occurred during the reporting period and all assets and liabilities exist as of the reporting date (existence and occurrence);
- All assets, liabilities and transactions that should be reported have been included and no unauthorized transactions or balances are included (completeness);
- All assets are legally owned by the agency and all liabilities are legal obligations of the agency (rights and obligations);
- All assets and liabilities have been properly valued, and where applicable, all costs have been properly allocated (valuation);
- The financial report is presented in the proper form and any required disclosures are present (presentation and disclosure);
- The transactions follow applicable laws and regulations (compliance);
- All assets have been safeguarded against fraud and abuse; and
- Documentation for internal control, all transactions and other significant deficiency events are readily available for examination. OMB A-123 provides definitions for control deficiency, significant deficiency and a material weakness.

Performance Standards

a) Standard: Draft Financial Reporting Environment Report submitted by Dec 14, 2018.

AQL: Zero deviation

b) Standard: Final Financial Reporting Environment Report submitted by Jan 4, 2019.

AQL: Zero deviation

Deliverables

A04 Draft Financial Reporting Environment Report

A05 Final Financial Reporting Environment Report

5.3 Document the Nature and Content of FHA's Primary Controls Over Financial Reporting

The Contractor shall establish, document and complete a plan for testing internal controls. A summary overview shall be submitted to document the nature and content of FHA's primary controls over financial reporting. The Contractor shall also identify deficiencies noted as part of the summary overview and recommend improvements to correct each deficiency. Documents containing test results shall be uploaded to the SharePoint site.

The Contractor shall submit a draft summary overview report titled "Draft Primary Controls Over Financial Reporting Report to the COR/SCOR no later than Feb 15, 2019 via email and upload to the established FHA SharePoint website. Upon receipt of COR/SCOR comments, the Contractor shall respond within 10 business days. The Contractor shall submit a final summary overview report titled "Final Primary Controls Over Financial Reporting Report to the COR/SCOR no later than March 4, 2019 via email and upload to the established FHA SharePoint website.

Performance Standards

a) Standard: Draft Primary Controls Over Financial Reporting Report submitted by Feb 15, 2019.

AQL: Zero deviation

b) Standard: Final Primary Controls Over Financial Reporting Report submitted by March 4, 2019.

AQL: Zero deviation

Deliverables

A06 Draft Primary Controls Over Financial Reporting Report

A07 Final Primary Controls Over Financial Reporting Report

5.4 Testing Controls

5.4.1 Complete Plan for Testing Controls

The Contractor shall develop and complete a plan for testing significant internal controls within financial reporting at the beginning of each contract period and after the controls are established and documented. The plan shall take into consideration financial reporting requirements and deadlines and shall be designed to cause minimal disruption to financial reporting operations. The Contractor shall submit a draft test report titled "Draft Plan for Testing Report to the COR/SCOR no later than Mar 14, 2019, via email and upload to the established FHA SharePoint

website. Upon receipt of COR/SCOR comments, the Contractor shall respond within 10 business days. The Contractor shall submit a final summary overview report titled "Final Draft Plan for Testing Report Reporting to the COR/SCOR no later than April 4, 2019 via email and upload to the established FHA SharePoint website.

Performance Standards

a) Standard: Submit Draft Plan for Testing Report by Mar 14, 2019.

AQL: Zero deviation

b) Standard: Submit Final Plan for Testing Report by April 4, 2019.

AQL: Zero deviation

Deliverables

A08 Draft Plan for Testing Report

A09 Final Plan for Testing Report

5.4.2 Conduct Testing of Controls and Report Results

The Contractor shall conduct tests of significant controls within financial reporting in accordance with the plan formulated in Task 5.4.1 "Complete Plan for Testing Controls." The testing shall determine if significant controls are operating as designed. The contractor shall report on the results of the tests including identification of controls that are not operating as designed. For controls that are not operating properly, the contractor shall identify the reason and recommend corrective actions to ensure the controls operate effectively. This assessment shall also provide a basis for the FHA managements annual assurance statement regarding the effectiveness of the internal control.

The Contractor shall submit a draft report titled "Draft Testing of Control Results Report to the COR/SCOR no later than Jun 1, 2019, via email and upload to the established FHA SharePoint website. Upon receipt of COR/SCOR comments, the Contractor shall respond within 10 business days. The Contractor shall submit a final report titled "Final Testing of Control Results Report to the COR/SCOR no later than July 6, 2019 via email and upload to the established FHA SharePoint website.

Performance Standards

a) Standard: Submit Draft Testing of Control Results Report by Jun 14, 2019.

AQL: Zero deviation

b) Standard: Submit Final Testing of Control Results Report by July 6, 2019.

AQL: Zero deviation

Deliverables

A10 Draft Testing of Control Results Report

A11 Final Testing of Control Results Report

5.5 Review NIST Required Documents

The Contractor shall assist FHA staff to complete essential documents and recommend updates to comply with the most recent version of NIST Special Publication 800-53 and HUDAR

2452.239-70. During the period of performance, the COR/SCOR will identify the applicable systems and the documents required for the detailed review, some examples of essential documents are listed below:

- System Security Plan
- Security Self-Assessment
- Contingency Plan
- Interface Control Documents
- Risk Assessments

The Contractor shall submit a draft report titled "Draft NIST Required Documents Report to the COR/SCOR/PM no later than Sep 1, 2019 via email and upload to the established FHA SharePoint website. Upon receipt of COR/SCOR comments, the Contractor shall respond within 10 business days. The Contractor shall submit a final report titled "Final NIST Required Documents Report" to the COR/SCOR no later than Sep 21, 2019 via email and upload to the established FHA SharePoint website.

Performance Standards

a) Standard: Draft NIST Required Documents Report by Sep 1, 2019.
AQL: Zero deviation

b) Standard: Final NIST Required Documents Report by Sep 21, 2019.
AQL: Zero deviation

Deliverables

A13 Final NIST Required Documents Report

5.6 Report on Assessment of Internal Control Over Financial Reporting and Recommend Assurance Statement

The Contractor shall formulate a draft summary report containing the results of their assessment of FHA's internal control over financial reporting to the COR/SCOR by Jul 8, 2019. The report shall be submitted annually to the COR/SCOR and shall contain the Contractors determination as to whether the control is adequate to achieve the objectives of internal control as listed in Section 1.4 of this PWS. The draft summary report shall also provide to the Senior Assessment Team, a recommended assurance statement in accordance with Appendix A of OMB A-123 for FHAs use in reporting internal control over financial reporting. Upon receipt of COR/SCOR comments, the Contractor shall respond within 10 business days by submitting a final summary report to the COR/SCOR by Jul 22, 2019.

Performance Standards

a) Standard: Submit Draft Summary Report by Jul 8, 2019.
AQL: Zero deviation

b) Standard: Submit Final Summary Report by Jul 22, 2019.
AQL: Zero deviation

Deliverables

A15 Final Summary Report

5.7 Corrective Action Plan (CAPS)

The Contractor shall create a Corrective Action Plan (CAP) spreadsheet that shall include noted deficiencies identified during the Contractors testing as well as the OIG deficiencies. Corrective steps shall be taken to correct noted deficiencies as identified in the CAPs. The CAPs spreadsheet shall be created by the Contractor and emailed out the 2nd week of each month to the program offices and shall be named the "Monthly CAPs Report. The Contractor shall evaluate the information provided by the CORS/SCORs and recommend courses of actions to resolve each deficiency. The CAPS report shall include the following:

- Identify internal control deficiencies and commit the resources that are required to correct them,
- Establish a milestone plan to measure progress in correcting identified weaknesses, and
- Set criteria for recognizing when the correction has become effective and has met the intent of the control.

Performance Standards

a) Standard: Email the Monthly CAPs Report by the beginning of the second week of each month.

AQL: Zero deviation

Deliverables

A16 Corrective Action Plan Report "Monthly CAPs Report"

5.8 Risk and Controls Enterprise Wide Risk Management

The Contractor shall develop a risk and analytics program that shall include an ERM risk profile and an ERM report. The ERM risk profile and ERM report shall evaluate the risk of the internal control processes and identifies challenges, to bring them to the attention of the FHA Senior Assessment Team in accordance with OMB A-123. The ERM profile shall provide a comprehensive analysis of the risks FHA may face in achieving its objectives. Risk profiles shall be developed and documented to assist in facilitating a determination around the aggregate level and types of risk FHA will access, respond to and mitigate. The ERM report shall identify the risk index of FHA. The Contractor shall submit the Enterprise Risk Management Risk Profile annually to the COR/SCOR.

Performance Standards

a) Standard: Submit Draft Enterprise Risk Management Risk Profile Report annually

AQL: Zero deviation

b) Standard: Submit Final Enterprise Risk Management Risk Profile Report annually

AQL: Zero deviation

Deliverables

A18 Final Enterprise Risk Management Report

6 Deliverables

The Contractor shall complete all work and submit all deliverables as specified herein. The Government reserves the right to make changes to delivery dates.

Number	Name	Frequency	Quantity
A01	Draft Project Work Plan Submit a finalized draft no later than five business days after receipt of COR/SCOR comments.	2 weeks after post-award	1
A02	Final Project Work Plan A final PWP shall be provided to the COR/SCOR/PM within five calendar days after COR/SCOR/PM review of the draft PWP.	30 days after award	1
A03	Weekly Internal Control Meeting Report Submit Weekly Status Report no later than two business days after each weekly meeting. Email the COR/SCOR and upload to the established SharePoint website.	weekly	1
A04	Draft Financial Reporting Environment Report Submit to the COR/SCOR via email and upload to FHA's SharePoint website no later than Dec 14, 2018.	Dec 14, 2018	1
A05	Final Financial Reporting Environment Report Submit to the COR/SCOR via email and upload to FHA's SharePoint website no later than Jan 4, 2019.	Jan 4, 2019	1

A06	Draft Primary Controls Over Financial Reporting Report Respond to COR/SCOR comments within 10 business days after receipt of comments.	Feb 15, 2019	1
A07	Final Primary Controls Over Financial Reporting Report Respond to COR/SCOR comments within 10 business days after receipt of comments.	March 4, 2019	1
A08	Draft Plan for Testing Report Submit the Draft Plan for Testing Report to the COR/SCOR no later than Mar 14, 2019 and upload to FHA's SharePoint website.	Mar 14, 2019	1
A09	Final Plan for Testing Report Submit the Final Plan for Testing Report to the COR/SCOR no later than April 4, 2019 and upload to FHA's SharePoint website.	April 4, 2019	1
A10	Draft Testing of Control Results Report Submit Draft Testing of Control Results Report to the COR/SCOR no later than Jun 14, 2019 and upload to FHA's SharePoint website.	Jun 14, 2019	1
A11	Final Testing of Control Results Report Submit Final Testing of Control Results Report to the COR/SCOR no later than July 6, 2019 and upload to FHA's SharePoint website.	July 6, 2019	1
A12	Draft NIST Required Documents Report Submit Draft NIST Required Documents Report to the COR/SCOR no later than Sep 1, 2019 via email and upload to the FHA's SharePoint website.	Sep 1, 2019	1
A13	Final NIST Required Documents Report Submit report to the COR/SCOR no later than Sep 21, 2019 via email and upload to FHA's SharePoint website.	Sep 21, 2019	1
A14	Draft Summary Report Submit to the COR/SCOR via email and upload to the established FHA SharePoint website.	Jul 8, 2019	1
A15	Final Summary Report Submit to the COR/SCOR and PM via email and upload to the established FHA SharePoint website.	Jul 22, 2019	1

A16	Corrective Action Plan Report “Monthly CAPs Report”	second week of each month	1
A17	Enterprise Risk Management Risk Profile Report Submit draft report to the COR/SCOR via email and upload to the established FHA SharePoint website.	annually	1
A18	Enterprise Risk Management Report Submit final report to the COR/SCOR via email and upload to the established FHA SharePoint website.	annually	1
A19	Quality Control Plan Submit final report to the COR/SCOR via email and upload to the established FHA SharePoint website.	30 calendar days after award	1

6.1 Quality Control Plan

The Contractor's QCP shall be delivered to the COR/SCOR within 30 days after contract award (or with the Contractor's proposal if it is an evaluation factor). The QCP shall be submitted to the COR/SCOR within 5 business days when changes are made thereafter. After acceptance of the QCP, the Contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to its quality control system.

6.2 Acceptance Criteria

N/A

7 Performance Requirements Summary

The summary chart below lists the contract's primary requirements, the associated performance standards, the expected target performance, and the methods of surveillance. While some contract requirements may not be listed in the chart below, requirements not appearing on the PRS chart do not negate the Contractor's obligation to perform all requirements as specified in the contract. Additionally, HUD reserves all rights and remedies under the provisions and clauses of the contract when performance of any contract requirement, whether or not listed below, is unacceptable.

HUD will develop a Quality Assurance Surveillance Plan to be used to provide contract oversight. In conjunction with the Contractor's Quality Control Plan and various other methods of assessing performance, the COR/SCOR may perform on-site reviews and/or other types of verification to determine that the specified target performance requirements have been met. Regular review of Contractor performance is critical to the overall success of the contract. On a monthly basis, the COR/SCOR will evaluate the quality of the product or services.

8 Related Documents

The Contractor shall abide by all applicable regulations, publications, manuals, policies, and procedures in the performance of this contract.

Performance Requirement Summary (PRS)

Statements	Standards/AQLs	Incentive/Remedy
5.1 Program Management		
5.1.1 Project Work Plan (PWP)	a) Draft PWP submitted within 30 calendar days after contract award AQL: Zero deviation b) Final PWP submitted within 30 calendar days after award AQL: Zero deviation	3% deduction of invoice CLIN 3% deduction of invoice CLIN
5.1.2 Weekly Status Meeting	a) Submit Weekly Status Report no later than two business days after each weekly meeting by emailing the COR/SCOR and upload to the established SharePoint website. AQL: Zero deviation	3% deduction of invoice CLIN

Statements	Standards/AQLs	Incentive/Remedy
5.2 Assess FHA's Financial Reporting Control Environment	a) Draft Financial Reporting Environment Report submitted by Dec 14, 2018. AQL: Zero deviation b) Final Financial Reporting Environment Report submitted by Jan 4, 2019. AQL: Zero deviation	3% deduction of invoice CLIN 3% deduction of invoice CLIN

Statements	Standards/AQLs	Incentive/Remedy
5.3 Document the Nature and Content of FHA's Primary Controls Over Financial Reporting	a) Draft Primary Controls Over Financial Reporting Report submitted by Feb 15, 2019. AQL: Zero deviation b) Final Primary Controls Over Financial Reporting Report submitted by March 4, 2019. AQL: Zero deviation	3% deduction of invoice CLIN 3% deduction of invoice CLIN

Statements	Standards/AQLs	Incentive/Remedy
5.4 Testing Controls		
5.4.1 Complete Plan for Testing Controls	a) Submit Draft Plan for Testing Report by Mar 14, 2019. AQL: Zero deviation b) Submit Final Plan for Testing Report by April 4, 2019. AQL: Zero deviation	3% deduction of invoice CLIN 3% deduction of invoice CLIN
5.4.2 Conduct Testing of Controls and Report Results	a) Submit Draft Testing of Control Results Report by Jun 14, 2019. AQL: Zero deviation b) Submit Final Testing of Control Results Report by July 6, 2019. AQL: Zero deviation	3% deduction of invoice CLIN 3% deduction of invoice CLIN

Statements	Standards/AQLs	Incentive/Remedy
5.5 Review NIST Required Documents	a) Draft NIST Required Documents Report AQL: Zero deviation b) Final Draft NIST Required Documents Report AQL: Zero deviation	3% deduction of invoice CLIN 3% deduction of invoice CLIN

Statements	Standards/AQLs	Incentive/Remedy
5.6 Report on Assessment of Internal Control Over Financial Reporting and Recommend Assurance Statement	a) Submit Draft Summary Report by Jul 8, 2019. AQL: Zero deviation b) Submit Final Summary Report by Jul 22, 2019. AQL: Zero deviation	3% deduction of invoice CLIN 3% deduction of invoice CLIN

Statements	Standards/AQLs	Incentive/Remedy
5.7 Corrective Action Plan (CAPS)	a) Email the Monthly CAPs Report by the beginning of the second week of each month. AQL: Zero deviation	3% deduction of invoice CLIN

Statements	Standards/AQLs	Incentive/Remedy
5.8 Risk and Controls Enterprise Wide Risk Management	a) Submit Enterprise Risk Management Risk Profile Report annually AQL: Zero deviation b) Submit Enterprise Risk Management Report annually AQL: Zero deviation	3% deduction of invoice CLIN 3% deduction of invoice CLIN

Attachment #2 Quality Assurance Surveillance Plan (QASP)

OMB A-123 Support Services

1 Vision

Effectively, efficiently and economically manage Housing-Federal Housing Administration (FHA) financial resources.

1 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the Performance Work Statement (PWS) entitled OMB A-123 Support Services. This plan sets forth the procedures and guidelines the Department of Housing and Urban Development (HUD), Federal Housing Administration (FHA) will use in ensuring the required performance standards or service levels are achieved by the Contractor.

1.1 Purpose

1.1.1 The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards/quality levels identified in the PWS and the Contractor's Quality Control Plan (QCP), and to ensure that the Government pays only for the level of services received.

1.1.2 This QASP defines the roles and responsibilities of all members of the Integrated Project Team (IPT), identifies the performance objectives, defines the methodologies used to monitor and evaluate the Contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

1.2 Performance Management Approach

1.2.1 The PWS structures the acquisition around "what service or quality level is required", as opposed to "how the Contractor should perform the work" (i.e., results, not compliance). This QASP will define the performance management approach taken by FHA to monitor and manage the Contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the Contractor.

1.2.2 Performance management represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from

scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the Contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A "results focus" provides the Contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

1.3 Performance Management Strategy

1.3.1 The Contractor is responsible for the quality of all work performed. The Contractor measures that quality through the Contractor's own Quality Control (QC) program. QC is work output, not workers, and therefore includes all work performed under this contract regardless of whether the work is performed by Contractor employees or by subcontractors. The Contractor's QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The Contractor will develop and implement a performance management system with processes to assess and report its performance to the designated government representative. This QASP enables the Government to take advantage of the Contractor's QC program.

1.3.2 The Government representative(s) will monitor performance and review performance reports furnished by the Contractor to determine how the Contractor is performing against communicated performance objectives. The Contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

2 ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

2.1 The Contracting Officer

The Contracting Officer (CO) is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the Contracting Officer Representative (COR), Sub-Contracting Officer Representative (SCOR) and the Contractor. The CO will designate one full-time COR and SCOR as the government authority for performance management. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the Contractor's performance, and must be identified and designated by the CO.

2.2 The Contracting Officer Representative

The COR/SCOR is designated in writing by the CO to act as his or her authorized representative to assist in administering a contract. COR/SCOR limitations are contained in the written appointment letter. The COR/SCOR is responsible for technical administration of the project and ensures proper government surveillance of the Contractor's performance. The COR/SCOR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract price, terms, or conditions, shall be referred to the CO for action. The COR/SCOR will have the responsibility

for completing QA monitoring forms used to document the inspection and evaluation of the Contractor's work performance. Government surveillance may occur under the inspection of services clause for any service relating to the contract.

3 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

The required performance standards and/or quality levels are included in the PWS and in Appendix 1, "Surveillance Matrix". If the Contractor meets the required service or performance level, it will be paid the monthly amount agreed on in the contract.

4 METHODOLOGIES TO MONITOR PERFORMANCE

4.1 Surveillance Techniques

To minimize the performance management burden, simplified surveillance methods shall be used by the Government to evaluate Contractor performance when appropriate. The primary methods of surveillance are: (include those that apply)

- 100% Inspection - Each month, the COR/SCOR, shall review the generated documentation and enter summary results into the Surveillance Activity Checklist.
- Periodic Inspection - The COR/SCOR typically performs the periodic inspection on a monthly basis
- Customer Feedback

4.2 Customer Feedback

The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the Contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems. The customer always has the option to communicate complaints to the CO and/or COR/SCOR, as opposed to the Contractor.

Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR/SCOR.

Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

4.3 Acceptable Quality Levels

The Acceptable Quality Levels (AQLs) included in Appendix 1, "Surveillance Matrix", for Contractor performance are structured to allow the Contractor to manage how the work is performed. For certain critical activities such as those involving assessing FHA's financial

reporting control environment, documenting the nature and content of FHA's primary controls over financial reporting, testing controls, reviewing NIST documents, reporting on the assessments of internal control over financial reporting, assurance statements, corrective action plans, and risks and controls for enterprise-wide risk management, the desired performance level is established at 100 percent. Other levels of performance are keyed to the relative importance of the task to the overall mission performance.

5 QUALITY ASSURANCE DOCUMENTATION

5.1 The Performance Management Feedback Loop

The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in the PWS and are assessed using the performance monitoring techniques shown in Appendix 1.

5.2 Monitoring Forms

The Government's QA surveillance, accomplished by the COR/SCOR, may be reported using the following monitoring forms: Appendix 2 - "Corrective Action Report (CAR)", Appendix 3 - "Customer Complaint Record", and Appendix 4 "Performance Assessment Report" (PAR). The forms, when completed, will document the Government's assessment of the Contractor's performance under the contract to ensure that the required results are being achieved. The COR/SCOR will retain a copy of all completed QA surveillance forms.

6 ANALYSIS OF QUALITY ASSURANCE ASSESSEMENT

6.1 Determining Performance

The Government will use the monitoring methods cited to determine whether the performance standards/service levels/AQLs have been met. If the Contractor has not met the minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.

6.2 Reporting

At the end of each month, the SCOR/COR will prepare a written report for the COR summarizing the overall results of the quality assurance surveillance of the Contractor's performance. This written report, which includes the Contractor's submitted monthly report and the completed quality assurance monitoring forms, will become part of the QA documentation.

It will enable the Government to demonstrate whether the Contractor is meeting the stated objectives and/or performance standards, including cost/technical/scheduling objectives.

6.3 Reviews and Resolution

6.3.1 The COR/SCOR may require the Contractor's project manager, or a designated alternate, to meet with the CO, Program Manager (PM) and/or other Government IPT personnel as deemed necessary to discuss performance evaluation. The COR/SCOR will define a frequency of in-depth reviews with the Contractor, including appropriate self-assessments by the Contractor; however, if the need arises, the Contractor will meet with the COR/SCOR as often as required or per the Contractor's request. The agenda of the reviews may include:

- Monthly performance assessment data and trend analysis,
- Issues and concerns of both parties,
- Projected outlook for upcoming months and progress against expected trends, including a corrective action plan analysis,
- Recommendations for improved efficiency and/or effectiveness,

6.3.2 The CO and COR/SCOR must coordinate and communicate with the Contractor to resolve issues and concerns regarding marginal or unacceptable performance.

6.3.3 The COR/SCOR and Contractor should jointly formulate tactical and long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the discretion of the CO.

6.4 Surveillance Matrix

The Surveillance Matrix (Appendix 1) is the list of performance objectives and standards that must be performed by the Contractor. This matrix details the method of surveillance the COR/SCOR will use to validate and inspect these performance elements. Inspection of each element will be documented in the COR/SCOR file.

Performance objectives define the desired outcomes. Performance standards define the level of service required under the contract to successfully meet the performance objective. The inspection methodology defines how, when, and what will be assessed in measuring performance. The Government performs surveillance, using this QASP, to determine the quality of the Contractor's performance as it relates to the performance element standards. The PRS should be used to form the foundation of the COR/SCOR's inspection checklist.

In evaluating the quality of contractor's performance, the following performance ratings may be used.

Performance Rating	Criteria
Excellent / Outstanding	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor was effective.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Appendix 1 - Surveillance Matrix

Statements	Standards/AQLs	Inspections	Ratings
5.1 Program Management			
5.1.1 Project Work Plan (PWP)	<p>a) Draft PWP submitted within 30 calendar days after contract award AQL: Zero deviation</p> <p>b) Final PWP submitted within 30 calendar days after contract award AQL: Zero deviation</p>	<p>What: Draft Project Work Plan How: Review Draft Project Work Plan Frequency: 30 days after contract award Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): a -----</p> <p>What: Final Project Work Plan How: Review Final Project Work Plan Frequency: 5 days after COR/SCOR review Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): b</p>	
<u>Deliverables:</u> A01 Draft Project Work Plan A02 Final Project Work Plan			

5.1.2 Weekly Status Meeting <u>Deliverables:</u> A03 Weekly Internal Control Meeting Report	a) Submit Weekly Status Report no later than two business days after each weekly meeting by emailing the COR/SCOR and upload to the established SharePoint website. AQL: Zero deviation	What: Weekly Internal Control Meeting Report How: Review Report Frequency: Weekly Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): a	
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Statements	Standards/AQLs	Inspections	Ratings
5.2 Assess FHA's Financial Reporting Control Environment <u>Deliverables:</u> A04 Draft Financial Reporting Environment Report A05 Final Financial Reporting Environment Report	a) Draft Financial Reporting Environment Report submitted by Dec 14, 2018. AQL: Zero deviation b) Final Financial Reporting Environment Report submitted by Jan 4, 2019. AQL: Zero deviation	What: Financial Reporting Environment Report How: Review Draft Financial Reporting Environment Report Frequency: Dec 14, 2018 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): a ----- What: Final Financial Reporting Environment Report How: Review Final Financial Reporting Environment Report Frequency: Jan 4, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): b	

Statements	Standards/AQLs	Inspections	Ratings
<p>5.3 Document the Nature and Content of FHA's Primary Controls Over Financial Reporting</p> <p><u>Deliverables:</u> A06 Draft Primary Controls Over Financial Reporting Report A07 Final Primary Controls Over Financial Reporting Report</p>	<p>a) Draft Primary Controls Over Financial Reporting Report submitted by Feb 15, 2019. AQL: Zero deviation</p> <p>b) Final Primary Controls Over Financial Reporting Report submitted by March 4, 2019. AQL: Zero deviation</p>	<p>What: Draft Primary Controls Over Financial Reporting Report How: Review Draft Financial Reporting Environment Report Frequency: Feb 15, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): a -----</p> <p>What: Final Primary Controls Over Financial Reporting Report How: Review Final Primary Controls Over Financial Reporting Report Frequency: March 4, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): b</p>	

Statements	Standards/AQLs	Inspections	Ratings
5.4 Testing Controls			
5.4.1 Complete Plan for Testing Controls <u>Deliverables:</u> A08 Draft Plan for Testing Report A09 Final Plan for Testing Report	<p>a) Submit Draft Plan for Testing Report by Mar 14, 2019. AQL: Zero deviation</p> <p>b) Submit Final Plan for Testing Report by April 4, 2019. AQL: Zero deviation</p>	<p>What: Draft Plan for Testing Report How: Review Draft Plan for Testing Report Frequency: Mar 14, 2019 Who: COR/SCOR</p> <p>Incentive: 3% deduction of invoice CLIN Standard(s): a -----</p> <p>What: Final Plan for Testing Report How: Review Final Plan for Testing Report Frequency: April 4, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): b</p>	

<p>5.4.2 Conduct Testing of Controls and Report Results</p> <p><u>Deliverables:</u> A10 Draft Testing of Control Results Report A11 Final Testing of Control Results Report</p>	<p>a) Submit Draft Testing of Control Results Report by Jun 14, 2019. AQL: Zero deviation</p> <p>b) Submit Final Testing of Control Results Report by July 6, 2019. AQL: Zero deviation</p>	<p>What: Draft Testing of Control Results Report How: Review Draft Testing of Control Results Report Frequency: Jun 14, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): a -----</p> <p>What: Final Testing of Control Results Report How: Review Final Testing of Control Results Report Frequency: July 6, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): b</p>	
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Statements	Standards/AQLs	Inspections	Ratings
5.5 Review NIST Required Documents <u>Deliverables:</u> A13 Final NIST Required Documents Report	a) Draft NIST Required Documents Report AQL: Zero deviation b) Final Draft NIST Required Documents Report AQL: Zero deviation	What: Draft NIST Required Documents Report How: Review Draft NIST Required Documents Report Frequency: Sep 1, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): a ----- What: Final NIST Required Documents Report How: Review Final NIST Required Documents Report Frequency: Sep 21, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): b	

Statements	Standards/AQLs	Inspections	Ratings
5.6 Report on Assessment of Internal Control Over Financial Reporting and Recommend Assurance Statement <u>Deliverables:</u> A15 Final Summary Report	a) Submit Draft Summary Report by Jul 8, 2019. AQL: Zero deviation b) Submit Final Summary Report by Jul 22, 2019. AQL: Zero deviation	What: Draft Summary Report How: Review Draft Summary Report Frequency: Jul 8, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): a ----- What: Final Summary Report How: Review Final Summary Report Frequency: Jul 22, 2019 Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): b	

Statements	Standards/AQLs	Inspections	Ratings
5.7 Corrective Action Plan (CAPS) <u>Deliverables:</u> A16 Corrective Action Plan Report "Monthly CAPs Report	a) Email the Monthly CAPs Report by the beginning of the second week of each month. AQL: Zero deviation	What: Monthly Corrective Action Plan Report How: Review Monthly Corrective Action Plan Report Frequency: Monthly Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): a	

Statements	Standards/AQLs	Inspections	Ratings
5.8 Risk and Controls Enterprise Wide Risk Management <u>Deliverables:</u> A18 Enterprise Risk Management Report	a) Submit Enterprise Risk Management Risk Profile Report annually AQL: Zero deviation b) Submit Enterprise Risk Management Report annually AQL: Zero deviation	What: Enterprise Risk Management Risk Profile Report How: Review Enterprise Risk Management Risk Profile Report Frequency: Annually Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): a ----- What: Enterprise Risk Management Report How: Review Enterprise Risk Management Report Frequency: Annually Who: COR/SCOR Incentive: 3% deduction of invoice CLIN Standard(s): b	

Appendix 2 - Corrective Action Report (CAR)

CORRECTIVE ACTION REPORT (CAR) (If more space is needed, use reverse and identify by number)					
1. CONTRACTOR		2. CONTRACT NUMBER		3. TYPE OF SERVICES	
4. FUNCTIONAL AREA			5. SUSPENSE DATE		6. CONTROL NUMBER
7. DEFICIENCY <input type="checkbox"/> MAJOR <input type="checkbox"/> MINOR					
FINDING:					
FINDING IMPACT:					
Please respond with a written corrective action plan that details the corrective action of the cited deficiency, the cause of the deficiency, and actions taken to prevent recurrence by Suspense Date in Block 5. If date was not entered in Block 5, the contractor is not required to provide a response.					
8. QUALITY ASSURANCE PERSONNEL (COR)					
TYPED NAME AND GRADE			SIGNATURE AND DATE		
9. ISSUING AUTHORITY					
TYPED NAME AND GRADE			SIGNATURE AND DATE		
10. COR RESPONSE TO CONTRACTOR CORRECTIVE ACTION AND ACTION TAKEN TO PREVENT RECURRENCE					
11. COR DETERMINATION <input type="checkbox"/> ACCEPTED <input type="checkbox"/> REJECTED			12. CLOSE DATE		

Appendix 3 - Customer Complaint Record

CUSTOMER COMPLAINT RECORD			DATE/TIME OF COMPLAINT
SOURCE OF COMPLAINT			
ORGANIZATION	BUILDING NUMBER	INDIVIDUAL	PHONE NUMBER
NATURE OF COMPLAINT			
CONTRACT REFERENCE			
VALIDATION			
DATE/TIME CONTRACTOR INFORMED OF COMPLAINT			

ACTION TAKEN BY CONTRACTOR

RECEIVED/VALIDATED BY

Appendix 4 - Performance Assessment Report (PAR)

PERFORMANCE ASSESSMENT REPORT (PAR) <i>(If more space is needed, use reverse and identify by number)</i>		
1. CONTRACT/TASK ORDER NUMBER	2. CONTRACTOR	3. TYPE OF SERVICES
4. QUALITY ASSURANCE PERSONNEL (COR) SIGNATURE AND DATE		5. COR PHONE
		6. SUSPENSE DATE
I. PERFORMANCE		
7. <input type="checkbox"/> DEFICIENCY (CHECK ALL BOXES THAT APPLY) <input type="checkbox"/> NEW <input type="checkbox"/> REPEAT <input type="checkbox"/> NO DEFICIENCY NOTED		8. SERVICES SUMMARY or PWS PARAGRAPH ITEM REVIEWED
9. BRIEF DESCRIPTION OF DEFICIENCY (IF DEFICIENCY BOX WAS CHECKED)		10. DETAILED PERFORMANCE ASSESSMENT
II. CONTRACTOR VALIDATION		
11. CONTRACTOR REPRESENTATIVE <input type="checkbox"/> CONCUR <input type="checkbox"/> NON-CONCUR		12. CORRECTIVE ACTION ESTIMATED COMPLETION DATE
13. CONTRACTOR REPRESENTATIVE CORRECTIVE ACTION AND PREVENTION OF RECURRENCE <u>OR</u> REASON FOR NON-CONCURRENCE OF COR CITED DEFICIENCY		
III. ACTION CORRECTED		
14. <input type="checkbox"/> CONCUR <input type="checkbox"/> NON-CONCUR COR SIGNATURE AND DATE		
15. COR REMARKS (REQUIRED)		
6. CONTRACTOR REPRESENTATIVE REMARKS		

Attachment # 3 Past Performance Information

Past Performance Information (Relevant services performed in the 3 years prior to submission of proposal)

PRIME CONTRACTOR OR PARTNER/SUBCONTRACTOR NAME_____

CLIENT NAME *	POINT OF CONTACT NAME, ADDRESS, TELEPHONE	TYPE OF SERVICES PROVIDED	CONTRACT NUMBER AND VALUE OF CONTRACT	DATE SERVICES PROVIDED	PRINCIPAL PARTNERS/KEY PERSONNEL	PPIRS On File
HUD Office of Public and Indian Housing	John Doe, PIH Office of Technical Assistance, 1234 7th St, Washington, DC 78945 202-555-1234	Technical Assistance to public housing agencies	C-DEN-12345 \$1,000,000	1/07 - 1/09	John Smith, Project Manager; Jane Doe, TA Specialist; John Smith Jr, Accounting Specialist	

* If performance was as a subcontractor, this will be the name of the prime contractor.

SECTION V - SOLICITATION PROVISIONS

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

HUDAR: https://www.hud.gov/program_offices/cpo/hudar

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEPT 2007)

52.204-7 System for Award Management (OCT 2016)

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

52.204-17 Ownership or Control Offeror (JUL 2016)

52.207-1 Notice of Standard Competition (MAY 2006)

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representation (NOV 2015)

52.209-12 Certification Regarding Tax Matters (FEB 2016)

52.217-5 Evaluation of Options (JULY 1990)

52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (OCT 2015)

52.232-38 Submission of Electronic Funds Transfer Information with Offer (MAY 1999)

2452.215-70 Proposal Content (Alternate 1) (OCT 1999)

52.212-1 Instructions to Offerors – Commercial Items (JAN 2017)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;

- (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of

offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the

Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character

suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

Addenda to 52.212-1 Instruction to Offerors

Proposal Format

In order to maximize efficiency and minimize the time for proposal evaluation, it is required that all Offerors submit their proposal in accordance with the format and content specified. Offerors must respond to all requirements of the RFP. Offerors shall not alter the RFP. Offerors that do not comply with the detailed instructions for the format and content of the quote shall be considered non-responsive and shall render the Offeror ineligible for award.

(a) Proposals shall be submitted in to parts as described below. Each part must be

complete in itself so that evaluation of each part may be conducted independently.

- (b) It is the sole responsibility of the Offeror to ensure that electronic media submitted is virus free and can be opened and read by the Government. If the electronic media cannot be opened and read by the Government, the Offeror shall have 72 hours after notification of the same to correct the deficiency. After that time, if the electronic media cannot be opened and read by the Government, the proposal may be determined unacceptable and may render the Offeror ineligible for award.

The proposal shall comply with the following format requirements:

8.5 x 11-inch paper;
Single-spaced typed lines
1-inch margins
12-point Times New Roman font for text
10-point font size for graphics and charts
Foldout charts and graphs may be included as single-page.

All Proposals are required to be electronically submitted to the following E-Mail Address: carmen.l.calloway@hud.gov by Wednesday, **September 10, 2018, 11:00 a.m., EST**.

Proposal Content

The completion and submission to the Government of an offer shall indicate the Offeror's unconditional agreement to the terms and conditions in this RFP. In evaluating an Offeror's capability, the Government shall consider how well the Offeror complied with the instructions in the RFP.

Proposal Submission

All quotes are due by **11:00a.m. EST on Wednesday, September 10, 2018**. Technical and Price Proposal must be submitted in two separate volumes. Late submissions will not be considered.

Volume 1 – Responses to Non-price factors
Volume 2 – Price Proposal

A. Responses to Non-Price Factors – Volume 1 – Technical Factors. The responses to non-price factors shall exclude cost/price data.

B. Price Quote – Volume 2 Business Proposal

The quote shall contain the following:

- (1) A completed pricing schedule for the base year period and all option periods one (1) through four (4). Please see the Schedule of Services

located on the Standard Form 1449.

- (2) A narrative discussion that supports the pricing proposed for this effort. This shall include a discussion of the associated cost and historical data for each task outlined in the Performance Work Statement.
- (3) A breakdown for each contract line item number (CLIN) that identifies the labor categories proposed. The sum total of the CLIN breakdown shall include the CLIN price. A breakdown of the subcontractors cost is also required.

As part of the proposal submission, offerors shall submit a Proposal Matrix using the table below or similar format, which maps what page of the proposal addresses each Performance Work Statement requirement identified for example, Technical Approach, and show which page of the proposal fully addresses each Evaluation Factor. The offeror shall use the appropriate column to fill in the requirement as stipulated in the RFP to which the page/section number applies.

Proposal Page(s)/Section Number(s)	RFP Requirement	PWS	Instructions to Offerors	Evaluation Factors	Comments

Technical Approach (Shall not exceed **15** pages)

- The offeror shall submit a technical approach that demonstrates logical and feasible methods for meeting the requirements (including any Section 508 requirements) described in the Performance Work Statement tasks 5.1 through 5.8 and meeting the performance objectives outlined within the solicitation.
- The offeror shall submit a project schedule that demonstrates a clear understanding of the required operations and HUD requirements with realistic timeframes for performing all tasks.
- If the offeror is proposing subcontractors, the offeror shall clearly identify what aspects of the work will be performed by the prime and what aspects of the work will be performed by each subcontractor in its technical approach.
- The offeror shall submit a labor mix and level of effort represented by labor categories and number of hours per labor category. Offerors are cautioned not to include pricing in the labor mix/level of effort matrix submitted with the technical proposal.

Management Plan (Shall not exceed **10** pages)

- The offeror shall submit a Management Plan that is clear, concise, and demonstrates that it will result in meeting the objectives and requirements contained within the Performance Work Statement tasks identified under the instructions for Technical Approach.
- The offeror shall submit a Management Plan that details:
 - key personnel and responsibilities;
 - proposed subcontracting arrangements and reporting relationships of all subcontractors;
 - a plan that demonstrates successful communication and coordination between the contractor and the government personnel/roles;
 - schedules of all tasks and subtasks, meetings, and deliverables;
 - clear lines of authority from the top of the organization to all those working on this effort;
 - Quality Control Plan

Key Personnel (Resume shall not exceed 2 pages per person submitted)

The offeror shall submit Key Personnel resumes that demonstrate sufficient relevant prior experience, qualifications, education, and certification for personnel proposed to fill the key positions identified by the offeror. Additionally, the Key Personnel proposed, and the number identified must reflect adequate capabilities or skill sets to ensure the outcome and benefits sought by the government are achievable. The offeror shall state what percentage of the Key Personnel's work week time will be dedicated to the performance of the contract. Letters of commitment are required for all Key Personnel.

Specific Key Personnel requirements are as follows:

Partner:

Minimum Education: Bachelor's degree in Accounting, Finance, Information Systems or related field.

Minimum Experience: At least 10 years of experience in in leading projects focused on internal controls as part of financial statement audits or OMB Circular A- 123/Sarbanes Oxley (SOX) requirements, documenting and mapping process flows/cycles, accounting for and analyzing financial data, including: demonstrated ability to provide guidance and direction for multiple projects; designing, implementing, and leading financial management engagements; and the capability to lead multi-task projects of high complexity similar services.

Project Manager

Minimum Education: Bachelor's degree in Accounting, Finance, Information Systems or related field.

Minimum Experience: At least 5 years of experience in managing projects focused on internal controls as part of financial statement audits or OMB Circular A- 123/Sarbanes Oxley (SOX) requirements, documenting and mapping process flows/cycles, accounting for and analyzing financial data, including: demonstrated ability to provide guidance and direction for multiple projects; designing, implementing, and managing financial management engagements; and the capability to manage multi-task projects of high complexity similar services

Past Performance and/or Previous Experience

Evaluated as part of the overall responsibility determination under LPTA, NOT as an individual evaluation factor. Small businesses determined non-responsible but otherwise eligible and in line for award must be referred to the Small Business Administration for a Certificate of Competency. Please complete **Attachment #3** and submit with the offer package.

Price

Offerors shall submit prices that are consistent with the requirements set forth in the Performance Work Statement of this solicitation. If the offeror proposes annual cost of living increases, the offeror must support the proposed increases with historical and relevant market index information. Offerors shall break down their total price to reflect labor categories, labor rates, number of hours, materials and any other costs that make up the bottom line price. Please see the Schedule of Services located in the Standard Form 1449.

Evaluation of the Offer

Offerors shall break down their total price to reflect labor categories, labor rates, number of hours, materials and any other costs that make up the bottom line price. The Government will evaluate proposals for technical acceptability on an Acceptable/Pass or Unacceptable/Fail basis using the process identified under the section entitled Best Value LPTA Award. All technical criteria must be rated Acceptable/Pass to be considered Technically Acceptable. Only those proposals determined to be technically acceptable, either initially or as a result of discussions, will be considered for award. The failure of a proposal to meet any or all of the technical criteria will result in a technically Unacceptable/Fail rating and preclude award in the absence of discussions.

Each technical factor will receive one of the ratings listed below:

- Acceptable/Pass: The proposal clearly meets the minimum requirements of the solicitation.
- Unacceptable/Fail: The proposal does not clearly meet the minimum requirements of the solicitation.

The following provides the minimum requirements for an offer to be determined acceptable under the listed factors:

Technical Approach

- The government will evaluate the following regarding the proposed Technical Approach:
 - Whether the proposal demonstrates logical and feasible methods for meeting the requirements described in Performance Work Statement tasks 5.1 through 5.8 and meeting the performance objectives outlined within the solicitation;
 - Whether the project schedule demonstrates:
 - a clear understanding of the required operations and HUD requirements; and
 - realistic timeframes for performing the PWS tasks and associated deliverables identified herein.
- If the proposal includes subcontractors, whether the proposed approach delineates the technical responsibilities between the prime and the subcontractor(s).
- Whether the proposed labor mix and level of effort is based upon reasonable assumptions and is consistent with the requirements set forth in the Performance Work Statement and the proposed technical approach.

Management Plan

- The government will evaluate the following regarding the proposed Management Plan:

- Whether the proposal supports the achievement of the Government's objectives and requirements outlined in the solicitation regarding:
 - Key Personnel and responsibilities;
 - subcontracting arrangements and reporting relationships of all subcontractors;
 - successful communication and coordination between the contractor and the government personnel/roles;
 - clear lines of authority from the top of the organization to all those working on this effort;
 - schedules of all tasks and subtasks, meetings, and deliverables; and
 - Quality Control Plan.

Key Personnel

- The government will evaluate the following regarding the proposed Key Personnel:
 - Whether the resumes demonstrate relevant prior experience, qualifications, education, and certification, if applicable, for personnel proposed to fill the key positions identified in the solicitation;
 - Whether the number of key personnel identified and/or the amount of time each will commit to the effort, reflect a clear understanding of the requirement described in the Performance Work Statement; and
 - Whether letters of commitment were submitted and are acceptable.

Past Performance and/or Previous Experience

Evaluated as part of the overall responsibility determination under LPTA, NOT as an individual evaluation factor. Small businesses determined non-responsible but otherwise eligible and in line for award must be referred to the Small Business Administration for a Certificate of Competency.

Price

Price will be evaluated separately from Technical and other non-cost/price factors, and will be evaluated as follows:

Reasonableness. The reasonableness of the total price proposed will be evaluated as follows:

- On the basis of adequate price competition, by comparing the proposed prices among offers; and/or;
- Comparing proposed prices to the Independent Government Cost Estimate to ensure that prices are reasonable for the results to be achieved; and/or
- Comparison of proposed prices to valid historical prices paid, whether by the Government or other than the Government, for the same or similar items, adjusted for material differences and differing terms and conditions, quantities and market and economic factors; and/or

- Use of parametric estimating methods/application of rough yardsticks (such as dollars per pound or per horsepower, or other units) to highlight significant inconsistencies that warrant additional pricing inquiry; and/or
- Comparison with competitive published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangements; and/or
- Comparison of proposed prices with prices obtained through market research for the same or similar items; and/or
- Analysis of data other than certified cost or pricing data provided by the offeror at the request of the Contracting Officer.

Unless it is determined not to be in the Government's best interest in accordance with FAR 17.206(b); offers will be evaluated for award purposes by adding the total price for all options to the total price for the basic requirement. For purposes of evaluating the price of exercising the potential 6-month extension of services using the clause at FAR 52.217-8, 50% of the final option year (six months) value will be added to the total proposed amount for evaluating pricing only, this amount will not be included in the total aggregate value of the resulting contract. This addition is for evaluation purposes only.

Unbalanced Pricing

Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques. The Government will analyze offers to determine whether they are unbalanced with respect to separately priced line items. Offers that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

Best Value LPTA Evaluation Process and Award

The Government intends to make an award to the Lowest Price Technically Acceptable responsible offeror who represents the best value to the Government. Past Performance will be reviewed as part of the determination of responsibility but will not be an evaluation factor. Award will be made to the acceptable Offeror with the lowest evaluated price, who is deemed responsible in accordance with FAR Part 9.104 and whose proposal conforms to the solicitation requirements. The solicitation requirements include all stated terms, conditions, representations, certifications, and all other information required by the Government. Technical tradeoffs will not be made and no additional credit will be given for exceeding acceptability.

It is the Government's intent to evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should be their best

effort and contain the offeror's best terms from a price standpoint. If award is made without discussions, proposal revisions will not be permitted. However, the Government reserves the right to conduct discussions if the Contracting Officer (CO) later determines them to be necessary.

The Government will evaluate proposals in accordance with the following evaluation process to determine the Lowest Price Technically Acceptable offeror who represents best value to the Government:

- 1) All offers will be ranked based upon an assessment of total overall evaluated prices;
- 2) A full evaluation of **the Technical Acceptability of the lowest priced proposal will be conducted;**
- 3) A price reasonableness determination will be conducted of the lowest priced technically acceptable proposal.

Only proposals rated technically acceptable for all factors are eligible to receive an award. If the lowest priced technically acceptable proposal is determined to be reasonably priced and the offeror is determined to be responsible in accordance with FAR Part 9.104, evaluation will end and the Government will make award to that offeror as the LPTA proposal that represents the best value to the government.

However, if the lowest priced offer is determined not to be technically acceptable or a price reasonableness determination cannot be made due to unbalanced pricing or for other reasons, the Government will proceed to evaluate the Technical Acceptability and then price reasonableness of the next lowest priced proposal and so on, until the Government identifies the lowest priced technically acceptable responsible offeror.

If, at any time, the CO determines negotiations are required, the Government will evaluate all proposals for technical acceptability and price reasonableness before entering into discussions with offerors. The Government reserves the right, based upon the results from the technical evaluation and price evaluations to establish a competitive range. Should a competitive range be established, the Government will enter into discussions with only those offerors within the competitive range. Upon conclusion of discussions and final proposal revisions, the Government will assess the offers within the competitive range in accordance with the initial evaluation process identified above to determine the lowest priced, technically acceptable, responsible contract awardee.

52.209-5 Certification Regarding Responsibility Matters (OCT 2015)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
 - (i) The Offeror and/or any of its Principals—
 - (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.209-7 Information Regarding Responsibility Matters (JUL 2013)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at

the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

52.209-11 Representation By Corporations Regarding Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (FEB 2016)

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

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

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

(b) The Offeror represents that—

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

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

52.212-3 Offeror Representations and Certifications – Commercial Items (NOV 2017)

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

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

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

standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

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

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

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

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

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

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

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

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

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

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

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

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

(1) Previous contracts and compliance. The offeror represents that—

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

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

(2) Foreign End Products:

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—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—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—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—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—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—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—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—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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

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 Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(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 ☐ does ☐ does not certify that—

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

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

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

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

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

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

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM 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: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
 - Name _____.
 - TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(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 \$3,500 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.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in

subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

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

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

(2) The Offeror represents that—

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

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

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____

(Do not use a “doing business as” name)

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an

accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(End of provision)

Alternate I (Oct 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

52.219-1 Small Business Program Representations (OCT 2014)

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 concern eligible under the WOSB Program.

“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 the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern,” consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“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 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) The North American Industry Classification System (NAICS) code for this acquisition is— _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations.

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

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [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 women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that—

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

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(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.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that—

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

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(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.

(6) [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.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) [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)(8)(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) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

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 Carmen Calloway, Contracting Officer, 451 7th Street, SW, Rm 5262, Washington, DC 20410.

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

2452.203-70 Prohibition Against the Use of Federal Employees (FEB 2006)

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to government employees or a business concern or other organization owned or substantially owned or controlled by one or more government employees. For the purposes of this contract, this prohibition against the use of government employees includes any work performed by the contractor or any of its employees, subcontractors, or consultants.

2452.204-70 PRESERVATION OF, AND ACCESS TO , CONTRACT RECORDS (TANGIBLE AND ELECTRONICALLY STORED INFORMATION (ESI) FORMATS) – ALTERNATE 2

(a) For the purposes of this clause--

Contract records means information created or maintained by the contractor in the performance of the contract. Contract records include documents required to be retained in accordance with FAR 4.703 and other information generated or maintained by the contractor that is pertinent to the contract and its performance including, but not limited to: email and attachments, formal and informal correspondence, calendars, notes, reports, memoranda, spreadsheets, tables, telephone logs, forms, survey, books, papers, photographs, drawings, machine-readable materials, and data. Contract records may be maintained as electronically stored information or as tangible materials. Contract records may exist in either final or any interim version (e.g., drafts that have been circulated for official purposes and contain unique information, such as notes, edits, comments, or highlighting). Contract records may be located or stored on the contractor's premises or at off-site locations.

Electronically stored information (ESI) means any contract records that are stored on, or generated by, an electronic device, or contained in electronically accessible media, either owned by the contractor, subcontractor(s), or employees of the contractor or subcontractor(s) regardless of the physical location of the device or media (e.g., offsite servers or data storage).

ESI devices and media include, but are not be limited to:

- (1) Computers (mainframe, desktop, and laptop);
- (2) Network servers, including shared and personal drives;
- (3) Individual email accounts of the contractor's principals, officers, and employees, including all folders contained in each email account such as "inbox," "outbox," "drafts," "sent," "trash," "archive," and any other folders;
- (4) Personal data assistants (PDAs);
- (5) External data storage devices including portable devices (e.g., flash drive); and
- (6) Data storage media (magnetic, e.g., tape; optical, e.g., compact disc, microfilm, etc.).

Tangible materials means contract records that exist in a physical (i.e., non-electronic) state.

(b) If during the period of performance of this contract, HUD becomes, or anticipates becoming, a party to any litigation concerning matters related to records maintained or generated by the Contractor in the performance of this contract, the Contracting Officer may provide the contractor with a written (either hardcopy or email) preservation hold notice and certification of compliance with the preservation hold notice. Upon receipt of the hold notice, the Contractor shall immediately take the following actions--

(1) Discontinue any alteration, overwriting, deletion, or destruction of all tangible materials and ESI.

(2) Preserve tangible materials and ESI. The contractor shall preserve ESI in its "native" form to preserve metadata (i.e., creation and modification history of a document).

(3) Identify all individuals who possess or may possess tangible materials and ESI related to this matter, including contractor employees, subcontractors, and subcontractor employees. The contractor shall provide the names of all such individuals via email to the HUD official indicated in the notice.

(4) Document in writing the contractor's efforts to preserve tangible materials and ESI. It may be useful to maintain a log documenting preservation efforts.

(5) Complete the certification of compliance with the preservation hold notice upon receipt and return it to the identified contact person; and

(6) Upon the request of the Contracting Officer, provide the Contracting Officer or other HUD official designated by the Contracting Officer with any of the information described in this clause. The contractor shall immediately confirm receipt of such request. The contractor shall describe in detail any records that the contractor knows or believes to be unavailable and provide a detailed explanation of why they are unavailable, and if known, their location.

(c)(1) If any request for records pursuant to paragraph (b)(6) of this clause causes an increase in the estimated cost or price or the time required for performance of any part of the work under this contract, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(2) The Contractor must assert its right to an adjustment under this clause within ____ [Contracting Officer insert period; 30 days if no other period inserted] from the date of receipt of the Contracting Officer's request made pursuant to paragraph (b)(6) of this clause. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a request submitted before final payment of the contract.

(3) Failure to agree to any adjustment shall be a dispute under the "Disputes" clause of this contract. However, nothing in this clause shall excuse the contractor from providing the records requested by the Contracting Officer.

(e) The Contractor shall include this clause in all subcontracts.

Alternate II (DEC 2012). For labor-hour or time-and-materials type contracts, substitute the following paragraph (c)(1) for paragraph (c)(1) of the basic clause:

(c)(1) If any request for records pursuant to paragraph (b)(6) of this clause causes an increase in the estimated cost or price or the time required for performance of any part of the work under this contract, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (i) Ceiling price;
- (ii) Hourly rates;
- (iii) Delivery schedule; or
- (iv) Other affected terms.

2452.233-70 REVIEW OF CONTRACTING OFFICER PROTEST DECISIONS (FEB 2006)

(a) In accordance with FAR 33.103 and HUDAR 2433.103, a protester may request an appeal of the Contracting Officer's decision concerning a protest initially made by the protester to the Contracting Officer. The protestor must submit a written request for an appeal to Keith Surber, 451 7th Street SW, Washington, DC 20410 not later than 10 days after the protestor's receipt of the Contracting Officer's decision (see FAR 33.101 for the definition of "days").

(b) The HCA shall make an independent review of the Contracting Officer's decision and provide the protester with the HCA's decision on the appeal.

2452.237-70 KEY PERSONNEL. (FEB 2006)

(a) Definition. "Personnel" means employees of the contractor, or any subcontractor(s), affiliates, joint venture partners, or team members, and consultants engaged by any of those entities.

(b) The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the Contracting Officer. Key personnel shall perform as follows:

Name	Title

2452.239-71 INFORMATION TECHNOLOGY VIRUS SECURITY. (FEB 2006)

(a) The contractor hereby agrees to make every reasonable effort to deliver information technology products to HUD free of known computer viruses. The contractor shall be responsible for examining all such products prior to their delivery to HUD using software tools and processes capable of detecting all known viruses.

(b) The contractor shall include the following statement on deliveries of hardware, software, and data products, including diskettes, made under this contract:

N/A

"This product has been scanned for known viruses using [name of virus-screening product, including

version number, if any] and is certified to be free of known viruses at the time of delivery."

(c) The Contracting Officer may assess monetary damages against the contractor sufficient to compensate HUD for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from the contractor's failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract.

(d) This clause shall not limit the rights of the government under any other clause of this contract.

Inspection and acceptance of all work required under this contract shall be performed by the Contracting Officer Representative (COR) or other individual as designated by the Contracting Officer or COR.

2452.246-70 INSPECTION AND ACCEPTANCE (FEB 2006)

Inspection and acceptance of all work required under this contract shall be performed by the Contracting Officer Representative (COR) or other individual as designated by the Contracting Officer or COR.

2452.251-70 CONTRACTOR EMPLOYEE TRAVEL

(a) To the maximum extent practical, the Contractor shall make use of travel discounts which are available to Federal employees while traveling in the conduct of official Government business. Such discounts may include, but are not limited to, lodging and rental car rates.

(b) The Contractor shall be responsible for obtaining and/or providing to his/her employees written evidence of their status with regard to their performance of Government contract work needed to obtain such discounts.

OMB Circular A-123 Services
Solicitation No.: 86543G18R00007
Solicitation Questions and Answer

Question #1-- Could the due date for submitting a response to the RFP be changes to September 10, 2018 at 11:00 a.m., EST?

Answer: Yes, the due date can and will be changed to September 10, 2018.

Question #2 --On page 11 section 1.7 Place of Performance it states “The place of performance shall be at the Contractor’s facility” – In the previous engagement all work was performed at FHA given the daily meetings (sometimes at a moment’s notice)/communication/interaction with FHA and HUD personnel throughout the engagement. Will the government consider maintaining the place of performance at FHA/HUD’s facility as this will be more efficient for the performance of the required services?

Answer: The place of performance will remain at the Contractor site do to downsizing of Government space available for contractors.

Question #3-- Page 15 section 3.2 Facilities and 3.3 Equipment it states that the government will not provide either. – As noted above, in the previous engagement the government provided working space for the team. In addition, equipment (computer/phone lines/HUD email) were provided as the vast majority of the work was performed using HUD’s network and email communication was performed using HUD’s provided email accounts. Will the government consider providing the use of space and equipment?

Answer: The Government will not provide the use of space or equipment under this requirement.

Question #4--Page 15 section 4.5 Contractor Personnel it states “The Contractor shall provide a Partner, Project Manager and a IT Senior Advisor who shall be responsible for the performance of work. These Contractor personnel (main point of contact and alternate point of contact) are considered Key Personnel by the Government and shall be listed as such in accordance with HUDAR 2452.237-70, "Key Personnel. The Partner, Project Manager and the IT Senior Advisor shall have full authority to act on all contact matters relating to daily operations of this contract...These points of contact shall each be an employee of the Contractor. An employee of a subcontractor is not acceptable for either of these positions.

Answer: The offeror is required to have the key personnel on board at the time of offer submission. The Government does not have privy with subcontractors.

Will the government consider removing the IT Senior Advisor from being a main point of contact for the daily operations of the contract? Only the Partner and Project Manager should have this responsibility as those duties are not typically assigned to personnel below Manager position.

Answer: The Government will only have the Partner and Project Manger as the main POCs for daily operations.

In addition, having the Key Personnel only be an employee of the Contractor and not accepting subcontractor employees for these positions is very restrictive. Will the government consider

removing this restriction or re-wording to say “These points of contact shall each *preferably* be an employee of the Contractor” and removing the last sentence?

Answer: The Key Personal contract clause cannot be altered. The Key Personnel have to be employees of the prime contractor as the Government does not have contract privity with subcontractors. You will need to find a way to ensure that the personnel that are in these key positions are employees of Elitebco and not other firms as you will be the prime contractor awarded this contract.

Question #5--Page 16 Section 4.5 Contractor Personnel it states:

Partner: Minimum Experience: 10 years of professional accounting experience in FEDGAAP, U.S. Standard General, Credit Reform Act of 1990, U.S. Treasury reporting requirements and OMB A-123, A-136 and A-11. – Will the government consider changing this requirement to be: An undergraduate degree in accounting, finance, information systems, or a related field and at least 10 years of experience in leading projects focused on internal controls as part of financial statement audits or OMB Circular A- 123/Sarbanes Oxley (SOX) requirements, documenting and mapping process flows/cycles, accounting for and analyzing financial data, including: demonstrated ability to provide guidance and direction for multiple projects; designing, implementing, and leading financial management engagements; and the capability to lead multi-task projects of high complexity similar services as those required by the solicitation?

Answer: The Government will change the experience for Partner to read: An undergraduate degree in accounting, finance, information systems, or a related field and at least 10 years of experience in leading projects focused on internal controls as part of financial statement audits or OMB Circular A- 123/Sarbanes Oxley (SOX) requirements, documenting and mapping process flows/cycles, accounting for and analyzing financial data, including: demonstrated ability to provide guidance and direction for multiple projects; designing, implementing, and leading financial management engagements; and the capability to lead multi-task projects of high complexity similar services as those required by the solicitation

Project Manager: Minimum Experience: Will the government consider the minimum experience for the project manager to be 5 years vs 7 as individuals at this level typically have a minimum of 5 years of experience? In addition, as with the Partner position noted above, will the government also consider changing the requirement to be: An undergraduate degree in accounting, finance, information systems, or a related field and at least 5 years of experience in managing projects focused on internal controls as part of financial statement audits or OMB Circular A- 123/Sarbanes Oxley (SOX) requirements, documenting and mapping process flows/cycles, accounting for and analyzing financial data, including: demonstrated ability to provide guidance and direction for multiple projects; designing, implementing, and managing financial management engagements; and the capability to manage multi-task projects of high complexity similar services as those required by the solicitation?

Answer: The Government will revise the minimum experience from 7 years to 5 years and the experience to read as follows: An undergraduate degree in accounting, finance, information systems, or a related field and at least 5 years of experience in

managing projects focused on internal controls as part of financial statement audits or OMB Circular A- 123/Sarbanes Oxley (SOX) requirements, documenting and mapping process flows/cycles, accounting for and analyzing financial data, including: demonstrated ability to provide guidance and direction for multiple projects; designing, implementing, and managing financial management engagements; and the capability to manage multi-task projects of high complexity similar services

IT Senior Advisor: Minimum Education: Will the government consider removing the license requirement for this position as individuals at this level are not typically required to have license/certifications?

Answer: The Government will remove the title Senior Advisor as a key position and change the title to IT Personnel.

IT Senior Advisor: Minimum Experience: Will the government consider changing the minimum experience requirement for this position from 8 years to 3-5 years as individuals at this level typically have 3-5 years of experience?

Answer: Yes, the Government will change the minimum experience from 8 years to 3-5 years.

Question # 6--Page 21 Section 5.4.2 Conduct Testing of Controls and Report Results states, “The Contractor shall submit a final report titled "Final Testing of Control Results Report to the COR/SCOR no later than Jun 21, 2019...” – However, in the same section under Deliverables it states the due date for the Final to be June 28th.

Answer: The Government will revise the date to July 6th

Question #7-- Page 25 Section 6 Deliverables, the following is a comparison between due dates per the current SOW and the previous contract. The previous dates were established to allow FHA management time to provide documentation as delays on their part were experienced frequently; therefore, we respectfully request that some deliverables dates are revised to align with the previous contract’s deliverables dates as noted below to allow FHA time for review and avoid delays.

Answer: The Government concurs with the recommended revised due dates in yellow highlight below.

Deliverable	Current SOW Due Date	Previous Contract Due Date	Recommended Revised Due Date
A02 Project Work Plan – Final	2 weeks after post-award	October 30 th	October 30 th
A04 Financial Reporting Environment – Draft	Dec 3, 2018	December 18 th	December 14 th
A05 Financial Reporting Environment – Final	Jan 10, 2018	January 3 rd	January 4 th
A06 Primary Controls Over Financial Reporting Report – Draft	Feb 1, 2019	February 14 th	February 15 th

Deliverable	Current SOW Due Date	Previous Contract Due Date	Recommended Revised Due Date
A07 Primary Controls Over Financial Reporting Report – Final	Feb 21, 2019	March 4 th	March 4 th
A08 Plan for Testing Report - Draft	Mar 1, 2019	March 14 th	March 14 th
A09 Plan for Testing Report - Final	Mar 21, 2019	April 4 th	April 4 th
A10 Testing of Controls Results - Draft	Jun 1, 2019	June 15 th	June 14 th
A11 Testing of Controls Results - Final	June 28, 2019	July 9 th	July 6 th
A12 NIST Required Document Report - Draft	Sep 1, 2019	September 12 th	September 1 st
A13 NIST Required Document Report - Final	Sep 20, 2019	September 21 st	September 21 st
A14 Summary Report – Draft	Jul 5, 2019	July 9 th	July 8 th
A15 Summary Report – Final	Jul 20, 2019	August 1 st	July 22 nd