

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 2520-19-1001		PAGE OF 1 72	
2. CONTRACT NO. 28321319D00060025		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 28321319R00000027		6. SOLICITATION ISSUE DATE 06/11/2019
7. FOR SOLICITATION INFORMATION CALL		a. NAME KRISTIN TAYLOR			b. TELEPHONE NUMBER (No collect calls) 410-965-9547		8. OFFER DUE DATE/LOCAL TIME ET
9. ISSUED BY Social Security Administration Office of Acquisition and Grants 1540 Robert M. Ball Building 6401 Security Blvd Baltimore MD 21235			CODE 00600	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561450 SIZE STANDARD: \$15.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO Social Security Administration SEE SCHEDULE			CODE 0001	16. ADMINISTERED BY KRISTIN TAYLOR (410) 965-9547		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR TALX CORPORATION (b) (6) 1850 BORMAN CT SAINT LOUIS MO 631464126		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Social Security Administration Office of Finance Post Office Box 47 Baltimore MD 21235-0047		CODE HDQTRS	
TELEPHONE NO. (b) (6)				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 059208835 Electronic Payroll Information Exchange. The contract shall have a one-year Base Period and four one-year Option Years, if exercised. The contract also includes an Option to Extend Services Period which shall not exceed six-months if exercised. Base Year: 09/30/2019 to 09/29/2020 Option Year I: 09/30/2020 to 09/29/2021 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA 4002520/2019/252K/028198704/2520-19-1001					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$3,120,090.32		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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 checked="" 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 Contractor Signature Received				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b) (6)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED 09/30/2019		31b. NAME OF CONTRACTING OFFICER (Type or print) KRISTIN TAYLOR		31c. DATE SIGNED 09/30/2019	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Option Year II: 09/30/2021 to 09/29/2022 Option Year III: 09/30/2022 to 09/29/2023 Option Year IV: 09/30/2023 to 09/29/2024 Option to Extend Services Period: Not to exceed 6-months BASE YEAR: Start-Up Activities (FFP CLIN) Performance begins immediately upon contract award. Obligated Amount: (b) (4)	2	MO	(b) (4)	(b) (4)
0002	BASE YEAR: Development of Web Service (FFP CLIN) Obligated Amount: (b) (4)	1	EA	(b) (4)	(b) (4)
0003	BASE YEAR: Testing of Web Service (FFP CLIN) Obligated Amount: (b) (4)	1	EA	(b) (4)	(b) (4)
0004	BASE YEAR: Implementation of Web Service (FFP CLIN) Obligated Amount: (b) (4)	1	EA	(b) (4)	(b) (4)
1000	OPTION YEAR I: Operations of Web Service (FFP CLIN) Amount: (b) (4) (Option Line Item) Continued ...	12	MO	(b) (4)	(b) (4)

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
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32e. MAIL NG ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MA L OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (YY/MM/DD)

NAME OF OFFEROR OR CONTRACTOR
TALX CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	OPTION YEAR I: Maintenance and Repairs (FFP CLIN) Amount: (b) (4) (Option Line Item)	12	MO	(b) (4)	(b) (4)
1002	OPTION YEAR I: Matched Hits (IDIQ and FFP CLIN) Amount: (b) (4) (Option Line Item)	13031088	EA	(b) (4)	(b) (4)
2000	OPTION YEAR II: Operations of Web Service (FFP CLIN) Amount: (b) (4) (Option Line Item)	12	MO	(b) (4)	(b) (4)
2001	OPTION YEAR II: Maintenance and Repair (FFP CLIN) Amount: (b) (4) (Option Line Item)	12	MO	(b) (4)	(b) (4)
2002	OPTION YEAR II: Matched Hits (IDIQ and FFP CLIN) Amount: (b) (4) (Option Line Item)	13772088	EA	(b) (4)	(b) (4)
3000	OPTION YEAR III: Operations of Web Service (FFP CLIN) Amount: (b) (4) (Option Line Item)	12	MO	(b) (4)	(b) (4)
3001	OPTION YEAR III: Maintenance and Repairs (FFP CLIN) Amount: (b) (4) (Option Line Item)	12	MO	(b) (4)	(b) (4)
3002	OPTION YEAR III: Matched Hits (IDIQ and FFP CLIN) Amount: (b) (4) (Option Line Item)	14513088	EA	(b) (4)	(b) (4)
4000	OPTION YEAR IV: Operations of Web Service (FFP CLIN) Amount: (b) (4) (Option Line Item)	12	MO	(b) (4)	(b) (4)
4001	OPTION YEAR IV: Maintenance and Repair (FFP CLIN) Amount: (b) (4) (Option Line Item)	12	MO	(b) (4)	(b) (4)
Continued ...					

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
28321319D00060025

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4 72

NAME OF OFFEROR OR CONTRACTOR
TALX CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4002	OPTION YEAR IV: Matched Hits (IDIQ and FFP CLIN) Amount: (b) (4) (Option Line Item)	15254088	EA	(b) (4)	(b) (4)
5000	OPTION TO EXTEND SERVICES PERIOD (NTE 6 MONTHS): Operations of Web Service (FFP CLIN) Amount: (b) (4) (Option Line Item)	6	MO	(b) (4)	(b) (4)
5001	OPTION TO EXTEND SERVICES PERIOD (NTE 6 MONTHS): Maintenance and Repairs (FFP CLIN) Amount: (b) (4) (Option Line Item)	6	MO	(b) (4)	(b) (4)
5002	OPTION TO EXTEND SERVICES PERIOD (NTE 6 MONTHS): Matched Hits (IDIQ and FFP CLIN) Amount: (b) (4) (Option Line Item) Direct Procurement Questions to: Contracting Officer: Kristin Taylor Email: (b) (6) Phone: (410)965-9547 Direct Technical Questions to: Contracting Officer's Representative: (b) (6) (b) (6) Email: (b) (6) Phone: (b) (6) Alternate COR: (b) (6) Email: (b) (6) Phone: (b) (6) The total amount of award: \$262,299,928.04. The obligation for this award is shown in box 26.	7904919	EA	(b) (4)	(b) (4)

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SECTION A - Standard Form 1449 (SF 1449)

SECTION B - Schedule of Supplies/Services and Prices

B-1 Addendum to Standard Form 1449

In accordance with Federal Acquisition Regulation (FAR) 12.302 and 12.303, this addendum to the Standard Form 1449 provides for continuation of the schedule and description of the supplies/services to be acquired.

B-2 General Information

The Social Security Administration (SSA) requires the services of a payroll data provider (Contractor) to develop and maintain an information exchange system (Web Service) to provide wage and employment information on a periodic basis to SSA. SSA will request wage and employment information from the Contractor using the Web Service and the Contractor will respond using the Web Service by providing the requested information (i.e., a matched hit) or return failure code if the request/interface connection fails.

B-3 Contract Type

The Contractor shall furnish all necessary personnel, materials, and services, except as may be otherwise specified herein, to perform all tasks necessary for, or incidental to, providing the services set forth in Attachment D-2 Statement of Work and at the prices in Attachment D-1 Pricing Tables.

The resultant contract will be a hybrid contract to include provisions for both firm-fixed price (FFP) contract line item numbers (CLINS) and indefinite-delivery, indefinite-quantity (IDIQ) CLINS (FAR 16.504) for the matched hits. The FFP CLINS will be funded at the contract level. The IDIQ CLINS for the matched hits will be funded by the issuance of a task order. Each task order will be issued individually, based on the firm-fixed prices specified in the pricing tables in Attachment D-1 Pricing Tables. Each task order will state the services required and the period of performance for completion.

This is a new requirement for the SSA; therefore, the estimated quantities for the IDIQ CLINS in Attachment D-1 Pricing Tables reflect the government's best estimates. In accordance with FAR 16.504(a)(1), "The contract must require the Government to order and the contractor to furnish at least a stated minimum quantity of supplies or services. In addition, if ordered, the contractor must furnish any additional quantities, not to exceed the stated maximum." The government reserves the right if needed, to order additional quantities beyond those provided in Attachment D-1 Pricing Table for Option Periods I through IV and the Option to Extend Services Period, as long as it does not exceed the stated maximum.

B-4 General Pricing Information

The Government will not pay for services other than those listed in Attachment D-1 Pricing Tables. The firm-fixed prices shall be fully loaded and include all management fees, insurance, licenses, certifications, indirect costs, general and administrative costs, travel, and profit or fee.

The Base Period CLINs will be funded at the contract level. CLIN 0001 is for Start-Up Activities for a two-month period to begin immediately upon contract award. CLIN 0001

consists of all activities the Contractor must accomplish within the first two months of the contract's period of performance such as the deliverables identified in Attachment D-2 Statement of Work (Section 9.0), obtaining suitability determinations as described in Section C3-2 2352.204-1 Security and Suitability Requirements (MAR 2018), and the required training in C3-3 2352.204-2 Federal Information Security Management Act (FISMA) (DEC 2014).

The Option Year (I-IV and the Option to Extend Services Period) CLINs consist of both FFP CLINs and IDIQ CLINs. The FFP CLINs are fully loaded and will be funded at the contract level. The IDIQ CLINs are firm-fixed price and will order Matched Hits by the issuance of a task order when the Government has a need for these services. The contract **guaranteed minimum quantity for the IDIQ CLINs over the life of the contract is zero (0) and the maximum quantity over the life of the contract is 100 million.** The maximum quantity only includes "Matched Hits" for wage and employment information as defined in Attachment D-2 Statement of Work, Section 2.0 Definitions. The maximum quantity does not include the number of requests sent during a monthly run period.

The SSA reserves the right to exercise the option in the contract clause in Section C2-6 52.217-8, Option to Extend Services (NOV 1999) within any time during the contract performance period in accordance with contract clause "C.2-6." Should SSA exercise this, the contractor shall continue performance within the limits and at the rates specified under the preceding performance period.

Pricing for each CLIN will expire at the end of each applicable option year. The price to be charged will be that in effect on the date the verification is performed for the IDIQ FFP CLINs for matched hits (CLINs 1002, 2002, 3002, 4002, and 5002).

SSA is not responsible for any non-billable resources and Equifax waives any right to file a claim and shall not file a claim for the work performed and the costs of its non-billable resources.

Equifax has included a minimum transaction volume to offer the benefit of lower pricing in its proposal dated June 17, 2019. The SSA agrees to the minimum transaction volume shown in the table below, for a contract year (Option Year I through Option Year IV and includes the Option to Extend Services Period (6 months)).

The SSA will only be responsible to pay the minimum transaction volume for an Option Year which is exercised in accordance with the resultant contract, Section D2-7 52.217-9 Option to Extend the Term of the Contract via an executed modification (SF-30) and signed by a warranted SSA Contracting Officer and if the minimum transaction quantity is not met during that contract year..

If the SSA decides to not exercise an option year to extend the term of the contract, the SSA will not be responsible to pay the remaining minimum transaction volumes for the remaining option years in the contract.

Minimum Transaction Annually (Equifax page 26 of Volume I - Business Proposal)					
	OY1	OY2	OY3	OY4	Ext. Period
	(b) (4)				

B-5 Task Ordering Procedures

(a) General

(1) During the period of performance of this contract, the Government will issue written task orders in accordance with the procedures as set forth herein. The Government will award firm fixed price task orders against this Contract. Task order prices will be based on rates identified in Attachment D-1 Pricing Tables for each contract year.

(2) The Contractor will not be reimbursed for any expenses incurred that do not comply with these task ordering procedures or expenses that exceed the task order ceiling without the express written consent of the Contracting Officer (CO).

(3) No individual task order may authorize the Contractor to incur expenses that are not in accordance with the limitations set forth elsewhere in the contract.

(4) The Government is obligated only to the extent of authorized purchases (Task Orders) actually made under the Contract. The Government will identify the period of performance in each task order.

(5) To assist the Government in making timely payments, the contractor shall provide the Order Number and Tax Identification Number (TIN) on each invoice submitted.

(6) The Government shall issue task orders only by fax or electronically.

(b) Ordering

(1) The (CO) will award each task order based on the quantity needed for the specified period of time and the prices will be based on the firm-fixed prices in Attachment D-1 Pricing Tables in the contract. ~~The Government will use the IDIQ CLINS current at the time of issuance of the task order and not necessarily those in effect when the work is performed.~~ The task order shall include the CLIN number used in Attachment D-1 Pricing Tables, the quantity, the total price for completion of the task, and the period of performance.

(2) All SSA Contracting Officers may place orders against this contract up to their individual delegated purchase authority.

(3) Funds will be obligated at the time the CO places a task order.

(4) Frequency of ordering: SSA COs will order services on an as needed basis and as funds are available.

(c) Task Order Modifications

(1) Changes within the scope of the task order shall require a modification. Modifications may include, but are not limited to, the statement of work, the duration of a task order, and/or funding.

(2) The COTR, SSA task manager (if applicable) and contractor shall discuss the changes. The CO will then request that the contractor provide a revised price proposal based on the recommended changes. The COTR will then review the modification proposal and send a recommendation to the CO. Once approved by the CO, the CO will issue a task order modification to the contractor. The contractor may not begin performance on the modification until the CO provides approval.

SECTION C - Contract Clauses and Terms and Conditions

SECTION C1 - FAR Clauses Incorporated by Reference (IBR)

C1-1 52.203-3 Gratuities. (APR 1984)

C1-2 52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

C1-3 52.204-13 System for Award Management Maintenance. (OCT 2018)

C1-4 52.224-1 Privacy Act Notification (APR 1984)

C1-5 52.224-2 Privacy Act (APR 1984)

C1-6 52.227-14 Rights in Data- General (MAY 2014)

C1-7 52.227-17 Rights in Data – Special Works (DEC 2007)

C1-8 52.246-1 Contractor Inspection Requirements (APR 1984)

C1-9 52.246-2 Inspection of Supplies-Fixed-Price (AUG 1996)

C1-10 52.246-4 Inspection of Services-Fixed-Price (AUG 1996)

SECTION C2 - Federal Acquisition Regulation (FAR) Full Text Clauses

C2-1 52.204-18 Commercial and Government Entity Code Maintenance. (JUL 2016)

(a) *Definition.* As used in this clause-

Commercial and Government Entity (CAGE) code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting

officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(End of clause)

C2-2 52.204-21 Basic Safeguarding of Covered Contractor Information Systems. (JUN 2016)

(a) *Definitions.* As used in this clause-

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.* (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the

subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

Sections C2-3 through C2-5 are applicable to the IDIQ CLINS in Attachment D-1 Pricing Table to order Matched Hit requests during Option Periods I through IV and includes the Option to Extend Services Period, if exercised.

C2-3 52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the base year period of performance and during any subsequent option year, if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

C2-4 52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of 4 million matched hit requests;

(2) Any order for a combination of items in excess of 17 million matched hit requests; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is

returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

C2-5 52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the *maximum*. The Government shall order at least the quantity of supplies or services designated in the Schedule as the *minimum*.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after [insert date].

(End of clause)

C2-6 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 at least 30 calendar days prior to the contract expiration date.

(End of clause)

C2-7 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 any time during the contract performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar 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 66 months.

(End of clause)

C2-8 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

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

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

C2-9 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 address:
<https://www.acquisition.gov/browse/index/far>

(End of clause)

C2-10 52.252-6 Authorized Deviations in Clauses. (APR 1984)

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

(b) The use in this solicitation or contract of any [insert regulation name] (48 CFR N/A) clause with an authorized deviation is indicated by the addition of (*DEVIATION*) after the name of the regulation.

(End of clause)

C2-11 52.212-4D Contract Terms and Conditions—Commercial Items (DEVIATION 2017-02) (OCT 2018)

(a) Inspection/Acceptance – See C2-11.1 ADDENDUM to FAR 52.212-4D Contract Terms and Conditions – Commercial Items (DEVIATION 2017-02)(AUG 2017)

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109 , which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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

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

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

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

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

(End of clause)

C2-11.1 ADDENDUM to FAR 52.212-4D Contract Terms and Conditions – Commercial Items (DEVIATION 2017-02) (AUG 2017)

REVISIONS TO PARAGRAPHS IN 52.212-4

- Paragraph (a), Inspection/Acceptance, is hereby deleted in its entirety and replaced by/with FAR Clause 52.246-2 Inspection of Supplies-Fixed Price (AUG 1996) and 52.246-4 Inspection of Services-Fixed Price (AUG 1996).
- Paragraph (g) Invoice is supplemented by Section C3-9 2352.232-1.

C2-12 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items (JAN 2019) (DEVIATION 2017-02)

(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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 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).

 (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) 52.203-17, Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (April 2014) (41 U.S.C. 4712) relating to whistleblower protections).

 X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (6) (Reserved)

X (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

 X (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

 X (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (11) (Reserved)

___ (12)(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.

 X (13)(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.

___ (14) (Reserved)

___ (15)(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).

___ (16)(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.

 X (17) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

___ (18)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (DEVIATION) (15 U.S.C. 637(d)(4)). (This deviation changes the FAR clause at subparagraph (d)(11)(iii) to read as follows: (iii) Records on each subcontract solicitation resulting in an award of more than \$250,000, indicating—)

___ (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 (AUG 2018)(DEVIATION) of 52.219-9. (This deviation changes the FAR clause at subparagraph (d)(11)(iii) to read as follows: (iii) Records on each subcontract solicitation resulting in an award of more than \$250,000, indicating—)
- _X_ (19) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ___ (20) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ___ (21) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- _X_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- ___ (24) 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)).
- ___ (25) 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)).
- _X_ (26) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- _X_ (27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- _X_ (28) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- _X_ (29) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
 - ___ (ii) Alternate I (FEB 1999) of 52.222-26.
- _X_ (30) (i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
 - ___ (ii) Alternate I (July 2014) of 52.222-35.
- ___ (31) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
 - ___ (ii) Alternate I (July 2014) of 52.222-36.
- _X_ (32) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

 X (34)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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).

 X (35) 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.)

 (36)(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.)

 (37) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

 (38) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

 (39)(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.

 (40)(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.

 (41) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

 (42)(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.

 X (43) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

 (44) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

 (45) 52.223-21, Foams (JUN 2016) (E.O. 13693).

X (46)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

 (47) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

 (48)(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.

 (49) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

 X (50) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

 (51) 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).

 (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

 (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

 (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

 (55) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

 X (56) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

 (57) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

 (58) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

 X (59) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

___ (61)(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.

___ (iii) Alternate II (Feb 2006) 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 (AUG 2018) (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) (AUG 2018) (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).

(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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (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.

(v) 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.

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

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

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

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

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

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii) ___ (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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).

(xiv) 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).

(xv) 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).

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

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

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

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

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

(xx) 52.225-26, 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).

(xxi) 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.

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

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

(End of clause)

SECTION C3 - Agency Specific Clauses

C3-1 0002 Agency Specific Clauses

This contract includes one or more Social Security Administration acquisition clauses which are provided in full text.

C3-2 2352.204-1 Security and Suitability Requirements (MAR 2018)

(a) Acronyms and Definitions – As used in this clause –

“Access to a facility, site, system, or information” means physical access to any Social Security Administration (SSA) facility or site, logical access to any SSA information system, or access to programmatic or sensitive information.

“CO” means contracting officer.

“Contractor” means any entity having a relationship with SSA because of this contract. This term includes, but is not limited to, corporations, limited liability partnerships, and sole proprietorships.

“Contractor personnel” means employees of the contractor, employees of the subcontractor, any consultant retained by the contractor or subcontractor, any volunteer or intern of the contractor or subcontractor, and if the contractor or subcontractor is a sole proprietorship, it refers to the sole proprietorship.

“COR-COTR” means contracting officer’s representative-contracting officer’s technical representative.

“CPOC” means company point of contact as specified by the contract.

“CSPS” means Center for Suitability and Personnel Security.

“e-QIP” means Electronic Questionnaire for Investigations Processing.

“PIV” means Personal Identity Verification.

“Subcontractor” means any entity having a relationship with SSA’s contractor because of this contract. This term includes, but is not limited to, corporations, limited liability partnerships, and sole proprietorships.

(b) Purpose. This clause provides SSA’s policies and procedures concerning the conduct of background investigations (i.e. suitability determinations) of contractor personnel. A background investigation is required any time contractor personnel requires any type of access to a facility, site, system, or information, whether or not a PIV credential is required. Contractor personnel may be subject to periodic reinvestigation per SSA policy. The purpose of these investigations is to determine the suitability of contractor personnel needing access to a SSA facility, site, system, or information. If applicable, the clause also describes the process to obtain a PIV credential.

(c) PIV Credentials

(1) A PIV credential is required for contractor personnel requiring access to a SSA information system or routine, unescorted access to a SSA facility or site for a period of six months or more. (See paragraph (k) for more information.)

(2) A PIV credential is not required for:

(i) Contractor personnel requiring escorted access to a SSA facility or site for less than six months; or

(ii) Contractor personnel requiring infrequent escorted access to a SSA facility or site, even if the access may be longer than six months (e.g., contractor personnel who provide infrequent facilities or equipment maintenance or repair, or who conduct onsite shredding, etc.).

(d) Authorities

(1) Homeland Security Presidential Directive 12

(<http://www.dhs.gov/homeland-security-presidential-directive-12>).

(2) Office of Management and Budget Memorandum M-05-24

(<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-24.pdf>).

(3) The Crime Control Act of 1990, Public Law 101-647, subtitle E, as amended by Public Law 102-190 (for childcare center security requirements)

(<http://www.gpo.gov/fdsys/pkg/USCODE-2010-title42/pdf/USCODE-2010-title42-chap132-subchapV-sec13041.pdf>).

(4) Executive Orders 13764 and 12968

(<https://www.hsdl.org/?abstract&did=798174>) and

<https://www.gpo.gov/fdsys/pkg/FR-1995-08-07/pdf/95-19654.pdf>)

(5) Title 5, Code of Federal Regulations (CFR), Parts 731, 736, and 1400 (for positions assigned a “National Security” designation)

(http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title05/5cfr731_main_02.tpl,
http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title05/5cfr736_main_02.tpl, and

http://www.ecfr.gov/cgi-bin/text-idx?SID=ea8d9b7f129b58c4b512ea9d68a44761&mc=true&node=pt5.3.1400&rgn=div5%23se5.3.1400_1201)

(e) Suitability Process. The background investigation and adjudication processes are compliant with 5 CFR 731 or equivalent. Any new contractor personnel (i.e. those who have not previously received a suitability determination under this contract) requiring access to a SSA facility, site, information, or system, must complete and submit, through the COR-COTR, the documents listed in (e)(1) at least 30 business days prior to the date contractor personnel are to begin work. The suitability process cannot begin until the contractor submits, and SSA receives, accurate and complete documents.

(1) Suitability Document Submission

a. Immediately upon award, the CPOC must provide to the COR-COTR for all contractor personnel requesting a suitability determination:

(i) An e-QIP Applicant Listing including the names of all contractor personnel requesting suitability;

(ii) Completed Optional Form (OF) 306, Declaration for Federal Employment;

(iii) Fair Credit Reporting Act Authorizations (FCRA); and

(iv) Work authorization for non-United States (U.S.) born applicants, if applicable.

b. The e-QIP Applicant Listing must include the contractor's name, the contract number, the CPOC's name, the CPOC's contact information, the COR-COTR's name, the COR-COTR's contact information, and the full name, Social Security Number, date of birth, place of birth (must show city and state if born in the U.S. OR city and country if born outside of the U.S.), and a valid email address for all contractor personnel requesting suitability. All spelling of names, email addresses, places, and numbers must be accurate and legible.

c. The required suitability forms, and a sample of properly completed forms, are available on SSA's Office of Acquisition and Grants (OAG) website ("Information About Acquisitions" tab, "Security Information" section [https://www.ssa.gov/oag/acq/ASC_2352_204-1_Security_and_Suit_Reqrmts_Post_10012017/Links%20for%20Agency%20Specific%20Clause%202352_204-1%20Post%2010012017.htm]).

(2) e-QIP Application

a. Once SSA receives all completed documents, listed in (e)(1), CSPA will initiate the e-QIP process using the e-QIP Applicant Listing. CSPA will email the e-QIP notification to the CPOC and COR-COTR inviting contractor personnel to the e-QIP website to electronically complete the background investigation form (Standard Form (SF) 85, Questionnaire for Non-Sensitive Positions, or SF 86, Questionnaire for National Security Positions).

b. Contractor personnel will have up to 10 business days to complete the e-QIP application. The 10-day timeframe begins the day CSPA sends the invitation to the CPOC and COR-COTR. Contractor personnel must electronically sign the signature pages before releasing the application in e-QIP. Signature pages include the Certification and Release pages for SF 85 and the Certification, Release, and Medical Release pages for both the SF 85P and SF 86.

c. Find information about the e-QIP process in the e-QIP Quick Reference Guide for e-QIP Applicants at <https://nbib.opm.gov/e-qip-background-investigations/>.

d. If contractor personnel need assistance with e-QIP logon and navigation, call 1-844-874-9940.

(3) Fingerprinting

a. The e-QIP notification email also provides contractor personnel with instructions to obtain electronic fingerprinting services. Contractor personnel must report for fingerprint services immediately upon completion and release of the e-QIP application and within 10 business days from the day CSPS sends the invitation.

b. If contractor personnel cannot report to the designated fingerprint locations (in the notification email), CSPS will accept completed Field Division (FD) 258 fingerprint cards. The CO can provide the FD 258, if required. Contractor personnel must complete all fields on the FD 258. Incomplete fields may delay suitability processing.

c. If you need to mail completed FD 258 fingerprint cards, send them, via certified mail along with a completed Contractor Personnel Suitability Cover Sheet-Fingerprint Cards (found on the OAG website), to:

Social Security Administration

Center for Suitability and Personnel Security

Attn: Suitability Program Officer

6401 Security Boulevard

2246 Annex Building

Baltimore, MD 21235

(4) Status Check. If contractor personnel have completed each of the steps in (e) in their entirety and do not receive a suitability determination within 15 business days of their last submission, call 1-844-874-9940 to determine suitability status.

(f) Suitability Determination

(1) CSPS uses a Federal Bureau of Investigation fingerprint check as part of the basis for making a suitability determination. This determination is final unless information obtained during the remainder of the full background investigation, conducted by the Office of Personnel Management, is such that SSA would find the contractor personnel unsuitable to continue performing under this contract. CSPS will notify the CPOC and the COR-COTR of the results of these determinations.

(2) SSA will not allow contractor personnel access to a facility, site, information, or system until CSPS issues a favorable suitability determination. A suitability determination letter issued by CSPS is valid only for performance on the contract specified in the letter.

(3) If current contractor personnel are to perform work under a new contract, the CPOC must submit a fully completed, legible Contractor Personnel Rollover Request Form to the COR-COTR of the new contract. CSPS will notify the CPOC and the COR-COTR CO of suitability to work on the new contract. The Contractor Personnel Rollover Request Form is on OAG's website.

(g) Contractor Personnel Previously Cleared by SSA or Another Federal Agency. If contractor personnel previously received a suitability determination from SSA or another Federal agency, the CPOC should include this information next to the contractor personnel's name on the initial e-QIP Applicant Listing (see paragraph (e)(1)(b)) along with the OF 306. CSPS will review the information. If CSPS determines another suitability determination is not required, it will provide a letter to the CPOC and the COR-COTR indicating the contractor personnel was previously cleared under another Federal contract and does not need to go through the suitability determination process again.

(h) A contractor is not entitled to an equitable adjustment of the contract because of an unfavorable suitability determination(s). Additionally, if SSA determines that the number or percentage of unfavorable determinations make successful contract performance unlikely, SSA may terminate the contract for cause or default.

(i) Unsuitable Determinations

(1) The contractor must notify the contractor personnel of any unsuitable determinations as soon as possible after receipt of such a determination.

(2) The contractor must submit requests for clarification for unsuitable determinations in writing within 30 days of the date of the unsuitable determination to the email mailbox or address listed below. Contractor personnel must file their own requests; contractors may not file requests on behalf of contractor personnel.

dchr.ope.hspd12appeals@ssa.gov OR

Social Security Administration

Center for Suitability and Personnel Security

Attn: Suitability Program Officer

6401 Security Boulevard

2246 Annex Building

Baltimore, MD 21235

(j) Contractor Notification to Government. The contractor shall notify the COR-COTR and CSPS within one business day if any contractor personnel is arrested or charged with a crime during the term of this contract, or if there is any other change in the status of contractor personnel (e.g. leaves the company, no longer works under the contract, the alien status changes, etc.) that could affect their suitability determination. The contractor must provide in the notification as much detail as possible, including, but not limited to: name(s) of contractor personnel whose status has changed, contract number, the type of charge(s), if applicable, date of arrest, the court date, jurisdiction, and, if available, the disposition of the charge(s).

(k) Obtaining a Credential

(1) This section applies only if contractor personnel will have access to a SSA information system or routine or unescorted access to a SSA facility or site for a period of six months or more as described in paragraph (c)(1).

(2) Once the contractor personnel receive notification of an acceptable suitability determination, but prior to beginning work under the contract, the contractor personnel must appear at the respective Regional Security Office or SSA Headquarters Parking and Credentialing Office to begin the credentialing process. The contractor must contact the COR-COTR to arrange for credentialing. Once the COR-COTR makes the appointment, the COR-COTR must contact the contractor to inform the contractor of the credentialing appointment(s). The COR-COTR will also arrange for the contractor personnel to be escorted (by either the COR-COTR or a COR-COTR's representative) to the appropriate credentialing office at the time of this appointment. The contractor personnel must present the suitability determination letter and two forms of identification at this meeting. At least one of the forms of identification must be a Government-issued photo identification (ID) (for acceptable forms of ID see List of Acceptable Documents on OAG's website). For SSA Headquarters access, a completed Form SSA-4395, Application for Access to SSA Facilities, signed by the contractor personnel and the COR-COTR is also required. The COR-COTR will provide the SSA-4395 Form to the contractor personnel when applicable.

(3) Credentialing appointments last approximately 15 minutes. Depending on a contractor's scheduling needs and availabilities, contractor personnel may be scheduled for credentialing all in one day (this process may take a few hours to complete, depending on the number of contractor personnel that need to be credentialed) or they may come in at separate times convenient to the contractor personnel's and the COR-COTR's schedules.

(4) Contacts

a. SSA Headquarters' Parking and Credentialing Office representatives can be reached at Parking.and.Credentialing@ssa.gov or 410-965-5910.

b. Research Triangle Park Parking and Credentialing Office representatives can be reached at SSC.Parking.and.Credentialing@ssa.gov or 877-586-6650, extensions 25206 or 25207.

c. Regional Security Office contact information is in the Appendix at the end of this clause.

(l) Contractor Return of PIV Credential. The contractor must account for and ensure that all forms of Government-provided identification (PIV credential) issued to contractor personnel under this contract are returned to SSA's Headquarters' Parking and Credentialing Office or Regional Security Office, as appropriate, as soon as any of the following occur: when no longer needed for contract performance; upon completion of any contractor personnel employment; or upon contract completion or termination.

(m) Government Control. The Government has full control over and may grant, deny, or withhold access to a facility, site, system, or information and may remove contractor personnel, or require the contractor to remove contractor personnel from performing under the contract for reasons related to conduct even after contractor personnel are found suitable to work on the contract (see paragraph (n) below).

(n) Removal From Duty. The CO, in coordination with the COR-COTR and CSPS, may remove a contractor, or request the contractor immediately remove any contractor personnel from working under the contract based on conduct that occurs after a favorable suitability determination. This includes temporarily removing contractor personnel arrested for a violation of law pending the outcome of any judicial proceedings. The contractor must comply with these requests to remove any contractor personnel. The Government's determination may be made based on, but not limited to, these incidents involving the misconduct or delinquency:

(1) Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes any local credentialing requirements.

(2) Neglect of duty, including sleeping while on duty; unreasonable delays or failure to carry out assigned tasks; conducting personal affairs while on duty; and refusing to cooperate in upholding the integrity of SSA's security program.

(3) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents, records, or Government property or concealment of material facts by willful omissions from official documents or records.

(4) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participating in disruptive activities that interfere with the normal and efficient operations of the Government.

(5) Theft, vandalism, or any other criminal actions.

(6) Selling, consuming, possessing, or being under the influence of intoxicants, drugs, or substances that produce similar effects.

(7) Improper use of official authority or credentials.

(8) Unauthorized use of communications equipment or Government property.

(9) Misuse of weapon(s) or tools used in the performance of the contract.

(10) Unauthorized access to areas not required for the performance of the contract.

- (11) Unauthorized access to SSA's employees' personal property.
 - (12) Violation of security procedures or regulations.
 - (13) Prior contractor personnel unsuitability determination by SSA or another Federal agency.
 - (14) Unauthorized access to, or disclosure of, agency programmatic or sensitive information, or Internal Revenue Service Tax Return information.
 - (15) Failure to ensure the confidentiality of or failure to protect from disclosure, agency information entrusted to them. Certain provisions of these statutes and regulations apply to Federal employees, and apply equally to contractor personnel: The Privacy Act of 1974, The Tax Reform Act of 1976 and the Taxpayer Browsing Protection Act of 1997, SSA regulation 1, The Computer Fraud and Abuse Act of 1986, and Section 1106 of the Social Security Act.
 - (16) Being under investigation by an appropriate authority for violating any of the above.
- (o) The contractor is required to include the substance of this clause in any subcontract requiring the subcontractor to access a SSA facility, site, system, or information. However, the contractor must obtain, review, and submit to SSA all of the completed and required forms (see paragraph (e) from the subcontractor. SSA will not accept completed forms from anyone other than the contractor.

Appendix:

Regional Security Offices

Regional Credentialing Contacts for Contractor Personnel

Region 1 – Boston

Management and Operations Support, Wilson Osorio, 617-565-2840

Region 2 – New York

Center for Materiel Resources, Physical Security and Safety Team, Emmanuel Fernandez, 212-264-2603

Region 3 – Philadelphia

For Mid-Atlantic Social Security Center occupants: Center for Materiel Resources, Kevin Wiley, 215-597-1627

For all others: Center for Automation, Security and Integrity, 215-597-5100

Region 4 – Atlanta

Center for Security and Integrity

Willie Martin, 404-562-1761

Charlene C. Jones, 404-562-1432

Glen Gaston, 404-562-1871

Dennis Loewer, 404-562-1340

Region 5 – Chicago

Management and Operations Support, Building Services Unit

Sharon Young, 312-575-4150

Evelyn Principe, 312-575-6342

Sofia Luna, 312-575-5762

Carlton Brown, 312-575-5957

Colleen Carrington, 312-575-5242

Region 6 – Dallas

Center for Materiel Resources, Employee Relations, Veronica Drake, 214-767-2221

Region 7 – Kansas City

Center for Automation Security Integrity, General Office Line, 816-936-5555

Region 8 – Denver

Center for Security and Integrity, Phil Mocon, 303-844-4016

Region 9 - San Francisco

Center for Security and Integrity, Cassandra Howard, 510-970-4124

Region 10 - Seattle

Center for Security and Integrity

Mary Bates, 206-615-2105

Lisa Steepleton, 206-615-2183

(End of clause)

C3-3 2352.204-2 Federal Information Security Management Act (FISMA) and Agency Privacy Management (DEC 2014)

(a) Definitions

Terms defined for this clause:

“Agency” means the Social Security Administration (SSA).

“OAG” means the Office of Acquisition and Grants at SSA.

“PIV Credential” means personal identity verification credentials required for contractor personnel requiring access to an SSA information system or routine, unescorted access to a SSA facility or site for a period of six months or more.

(b) Agency Responsibility Related to FISMA Training Requirements

(1) The FISMA of 2002 (Title III, Pub. L. No. 107-347) (<http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>) and the Office of Management and Budget policy (through Circular A-130, Appendix III, http://www.whitehouse.gov/omb/circulars_a130_a130appendix_iii) require all agency employees, and contractor and subcontractor personnel working under agency contracts who will have access to any kind of SSA information, receive periodic training in computer security awareness and accepted computer security practice. This includes training for contractor personnel who do not have access to electronic information systems. The training level is tailored to the risk and magnitude of harm related to the required activities.

(2) SSA’s Security Awareness Contractor Personnel Security Certification (CPSC) form, SSA-222, adequately covers the required information technology security and privacy awareness training for this contract. The SSA-222 is on OAG’s internet site (see paragraph (c)(3)(i) below). This training does not preclude any additional role-based training specified elsewhere in this contract.

(c) Contractor Responsibilities Related to FISMA Training Requirements

(1) Contractor Personnel Requiring an SSA-issued PIV Credential and Access to SSA’s Network

(i) Following contract award, the agency mandates contractor personnel requiring a PIV credential to take security awareness training by reading and electronically signing the CPSC form, SSA-222, during the PIV credentialing process. This requirement also applies to contractor personnel requiring a PIV credential subsequently added to the contract. If contractor personnel receive a PIV credential, contractors are not required to send an email per paragraph (c)(3)(iii).

(ii) For each successive year the contract is in operation, contractor personnel shall take annual security awareness training via a video on demand on SSA’s intranet website. Contractor personnel with a valid SSA email address will receive an email to take this training at the appropriate time.

(2) Contractor Personnel Requiring an SSA-issued PIV Credential but Not Access to SSA’s Network:

(i) Following contract award, the agency mandates contractor personnel requiring a PIV credential to take security awareness training by reading and electronically signing the CPSC form, SSA-222, during the PIV credentialing process. This requirement also applies to contractor personnel subsequently added to the contract and requiring a PIV credential. For contractor personnel receiving a PIV credential, contractors are not required to send an email per paragraph (c)(3)(iii) for the first year of the contract.

(ii) If applicable, for each successive year of the contract, the contractor shall repeat the processes described in paragraphs (c)(3)(i)-(iii), below, on an annual basis. The contractor must submit the information in paragraph (c)(3)(iii), below, within 45 days of: the date the option was renewed, or the anniversary of the contract award date, whichever comes first.

(3) Contractor Personnel Not Requiring an SSA-issued PIV Credential and Not Access to SSA's Network:

(i) Following contract award, the contractor shall ensure that all contractor personnel performing under this contract take the security awareness training by reading and signing the CPSC form, SSA-222. This requirement also applies to contractor personnel subsequently added to the contract. A copy of this form is on OAG's Internet website (<http://www.socialsecurity.gov/oag/acq/SSA-222.pdf>).

(ii) The contractor must receive signed copies of the form from each contractor personnel working under the contract within 30 days following contract award, or within 30 days after a contractor personnel begins working under the contract, whichever comes first.

(iii) The contractor shall send an email to security.awareness.training@ssa.gov, with a copy to the contracting officer and the contracting officer's technical representative, within 45 days following contract award. Similarly, the contractor shall send such email notification 45 days of when new contractor personnel are added to perform work under the contract. The contractor will attach each signed form, completed per paragraph (c)(3)(ii), above, to the email along with a list of the names (first, middle initial, and last) of the contractor personnel who signed the form and the contract number they are working under.

(iv) For each successive year the contract is in operation, the contractor shall repeat the processes described in paragraphs (c)(3)(i)-(iii), above, on an annual basis. The contractor must submit the information in paragraph (c)(3)(iii), above, within 45 days of: the date the option was renewed, or the anniversary of the contract award date, whichever comes first.

(4) The contractor shall retain copies of signed SSA-222 forms mentioned in paragraphs (c)(2) and (3) above for potential future SSA audits for a period of three years after final payment (per Federal Acquisition Regulation Section 4.703).

(d) Applicability of this Clause to Subcontractor Personnel. The contractor is required to include a clause substantially the same as this in all subcontracts awarded under the prime contract. This clause shall require the subcontractors to follow the instructions in paragraph (c) of this clause. For subcontractor personnel following paragraphs (c)(2) and (3), the subcontractor shall submit the signed forms to the contractor and the contractor will be responsible for submitting this

information to SSA per paragraph (c)(3)(iii). The subcontractor shall be responsible for maintaining its signed forms as detailed in paragraph (c)(4).

(End of clause)

C3-4 2352.224-1 Protection of Confidential Information (DEC 2008)

(a) "Confidential information," as used in this clause, means information or data, or copies or extracts of information or data, that is: (1) provided by the Social Security Administration (SSA) to the contractor for, or otherwise obtained by the contractor in, the performance of this contract; and (2) of a personal nature about an individual, such as name, home address, and social security number, or proprietary information or data submitted by or pertaining to an institution or organization, such as employee pay scales and indirect cost rates.

(b) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information or categories of information that the Government will furnish to the Contractor or that the Contractor is expected to generate which are confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. The confidential information will be used only for purposes delineated in the contract; any other use of the confidential information will require the Contracting Officer's express written authorization. The Contracting Officer and the Contractor will settle any disagreements regarding the identification pursuant to the "Disputes" clause.

(c) The Contractor shall restrict access to all confidential information to the minimum number of employees and officials who need it to perform the contract. Employees and officials who need access to confidential information for performance of the contract will be determined in conference between SSA's Contracting Officer, Contracting Officer's Technical Representative, and the responsible Contractor official. Upon request, the Contractor will provide SSA with a list of "authorized personnel," that is, all persons who have or will have access to confidential information covered by this clause.

(d) The Contractor shall process all confidential information under the immediate supervision and control of authorized personnel in a manner that will: protect the confidentiality of the records; prevent the unauthorized use of confidential information; and prevent access to the records by unauthorized persons.

(e) The Contractor shall inform all authorized personnel with access to confidential information of the confidential nature of the information and the administrative, technical and physical safeguards required to protect the information from improper disclosure. All confidential information shall, at all times, be stored in an area that is physically safe from unauthorized access. See paragraph (f) below regarding the minimum standards which the safeguards must meet.

(f) Whenever the Contractor is storing, viewing, transmitting, or otherwise handling confidential information, the Contractor shall comply with the applicable standards for security controls that are established in the Federal Information Security and Management Act (FISMA). (These standards include those set by the National Institute of Standards and Technology (NIST) via the

Federal Information Processing Standards (FIPS) publications and NIST Special Publications, particularly FIPS 199, FIPS 200, and NIST Special Publications - 800 series.)

(g) If the Contractor, in the performance of the contract, uses any information subject to the Privacy Act of 1974, 5 U.S.C. 552a, and/or section 1106 of the Social Security Act, 42 U.S.C. 1306, the Contractor must follow the rules and procedures governing proper use and disclosure set forth in the Privacy Act, section 1106 of the Social Security Act, and the Commissioner's regulations at 20 C.F.R. Part 401 with respect to that information.

(h) For knowingly disclosing information in violation of the Privacy Act, the Contractor and Contractor employees may be subject to the criminal penalties as set forth in 5 U.S.C. Section 552(i)(1) to the same extent as employees of SSA. For knowingly disclosing confidential information as described in section 1106 of the Social Security Act (42 U.S.C. 1306), the Contractor and Contractor employees may be subject to the criminal penalties as set forth in that provision.

(i) The Contractor shall assure that each Contractor employee with access to confidential information is made aware of the prescribed rules of conduct, and the criminal penalties for violations of the Privacy Act and/or the Social Security Act.

(j) Whenever the Contractor is uncertain how to handle properly any material under the contract, the Contractor must obtain written instructions from the Contracting Officer addressing this question. If the material in question is subject to the Privacy Act and/or section 1106 of the Social Security Act or is otherwise confidential information subject to the provisions of this clause, the Contractor must obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication. Contracting Officer instructions and determinations will reflect the result of internal coordination with appropriate program and legal officials.

(k) Performance of this contract may involve access to tax return information as defined in 26 U.S.C. Section 6103(b) of the Internal Revenue Code (IRC). All such information shall be confidential and may not be disclosed without the written permission of the SSA Contracting Officer. For willfully disclosing confidential tax return information in violation of the IRC, the Contractor and Contractor employees may be subject to the criminal penalties set forth in 26 U.S.C. Section 7213.

(l) The Government reserves the right to conduct on-site visits to review the Contractor's documentation and in-house procedures for protection of and security arrangements for confidential information and adherence to the terms of this clause.

(m) The Contractor must include this clause in all resulting subcontracts whenever there is any indication that the subcontractor(s), engaged by the contractor, and their employees or successor subcontractor(s) and their employees might have access to SSA's confidential information.

(n) The Contractor must assure that its subcontractor(s) and their employees or any successor subcontractor(s) and their employees with access to SSA confidential information are made aware of the prescribed rules of conduct. For knowingly disclosing SSA's confidential information, any subcontractor(s) and their employees or successor subcontractor(s) and their

employees may be subject to criminal penalties as described in section 1106 of the Social Security Act (42 U.S.C. 1306) and the Privacy Act (5 U.S.C. 552a).

(End of clause)

C3-5 2352.224-2A – Protecting and Reporting the Loss of Personally Identifiable Information (MAY 2019)

(a) *Definitions.*

The following terms are defined for the purposes of this clause:

“Agency” means the Social Security Administration (SSA).

“Breach” means the loss of control, compromise, unauthorized disclosures, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses personally identifiable information (PII); or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose. A breach is not limited to an occurrence where a person other than an authorized user potentially accesses PII by means of a network intrusion, a targeted attack that exploits website vulnerabilities, or an attack executed through an email message or attachment. A breach may also include the loss or theft of physical documents that include PII and portable electronic storage media that store PII, the inadvertent disclosure of PII on a public website, or an oral disclosure of PII to a person who is not authorized to receive that information. It may also include an authorized user accessing PII for other than an authorized purpose. Often, an occurrence may be first identified as an incident, but later identified as a breach once it is determined that the incident involves PII, as is often the case with a lost or stolen laptop or electronic storage device.

Some common examples of a breach include:

- A laptop or portable storage device storing PII is lost or stolen;
- An email containing PII is inadvertently sent to the wrong person;
- A box of documents with PII is lost or stolen during shipping;
- An unauthorized third party overhears agency employees discussing PII about an individual seeking employment or Federal benefits;
- A user with authorized access to PII sells it for personal gain or disseminates it to embarrass an individual;
- An information technology system that maintains PII is accessed by a malicious actor; or

- PII that should not be widely disseminated is posted inadvertently on a public website.

“Employee(s)” means individual(s) under a direct employee-employer relationship with the Contractor, where the Contractor has the power or right to control and direct the individual in the material details of how work is to be performed.

“Handling of PII” or “handle(s) PII” means accessing, using, creating, collecting, processing, storing, maintaining, disseminating, disclosing, disposing, or destruction of PII, as defined in this clause.

“Incident” means an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

“Personally identifiable information” (PII) means information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual. The PII may range from common data elements such as names, addresses, dates of birth, and places of employment, to identity documents, Social Security numbers (SSN) or other government-issued identifiers, precise location information, medical history, and biometric records. Within this clause, “PII” shall specifically mean PII that is made or becomes available to the Contractor, including its employees, as a result of performing under this contract.

“Primary agency contact” means the SSA Contracting Officer’s Representative (COR) who is the Contracting Officer’s Technical Representative (COTR) or, for indefinite delivery contracts with individual orders issued against the contract, e.g., task-order contracts, the order’s Task Manager, if one has been assigned. The COR may have one or more designated alternates to act for the COR when the COR is unavailable. If neither the COR nor the designated alternate is available, the alternate shall be considered a responsible agency manager in the office.

“Secure area” or “Secure duty station” means, for the purpose of this clause, either of the following, unless the agency expressly states otherwise on a case-by-case basis: (1) a Contractor employee’s official place of work that is in the Contractor’s established business office in a commercial setting, or (2) a location within the agency or other Federal- or State-controlled premises. A person’s private home, even if it is used regularly as a “home office” (including that of a Contractor management official), shall not be considered a secure area or duty station.

“Suspected breach” means PII that, among other possibilities, has been lost or stolen, or accessed in an unauthorized fashion, but it is not yet confirmed that the PII has been compromised to meet the level of a breach.

“Transport(ing)” or “transported” means the physical taking or carrying of PII from one location to another. For the purpose of this clause, the term does not include shipping by a common or contract carrier (as defined in Federal Acquisition Regulation (FAR) section 47.001), shipping

by the U.S. Post Office, or electronic transmission. [*Contracting Officer—Insert a sentence providing for a cross reference to location of contract terms and conditions on shipping and/or electronic transmission, if applicable.*]

(b) *Responsibility for Safeguarding PII.*

The Contractor shall comply with applicable limitations on use, treatment, and safeguarding of PII under the Privacy Act of 1974 (5 U.S.C. § 552a); the Federal Information Security Management Act of 2002 (44 U.S.C. § 3541, et seq.), as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related National Institute of Standards and Technology guidelines; the Paperwork Reduction Act, 44 U.S.C. § 3501-3521; the E-Government Act of 2002, 44 U.S.C. § 3501 note; Office of Management and Budget (OMB) guidance relating to handling of PII, including OMB Memorandum M-17-12, “Preparing for and Responding to a Breach of Personally Identifiable Information”; SSA privacy and security policies and procedures relating to handling of PII; and other Federal laws governing handling of PII.

The Contractor shall establish, maintain, and follow its own policies and procedures to protect the confidentiality of PII (PII policies and procedures) in accordance with the laws, policies, and requirements referenced in this clause and elsewhere in the contract. The Contractor’s PII policies and procedures shall include safeguards to protect PII from loss, theft, or inadvertent disclosure and breach procedures.

The Contractor shall restrict handling of PII to only those authorized employees who need it in connection with the performance of work under this contract.

Unless authorized by this contract or otherwise in writing by SSA, the Contractor shall not publish, disclose, release, or otherwise disseminate PII, internally or externally.

The Contractor shall inform its employees who will or may handle PII of their individual responsibility to safeguard it. In addition, the Contractor shall educate and train employees as required by FAR 24.301 and enforce employees’ compliance with the Contractor’s PII policies and procedures and other requirements relating to handling of PII in this contract. SSA may require the Contractor to provide evidence of the performance of training and the content of the training.

Additional policies, procedures, and requirements involving the handling of PII may be prescribed elsewhere in this contract, including but not limited to information security policies. The Contractor shall follow all such policies, procedures, and requirements. If contract performance calls for the Contractor handling of PII in a manner not addressed in this clause or elsewhere in the contract that may cause a security question or concern, the Contractor shall seek clarification and direction from the agency, prior to commencing the handling of PII in question. [*Contracting Officer—Insert a sentence providing for a cross reference to location of contract terms and conditions on additional security policy and procedure not already discussed or referred to in this clause, if applicable.*]

(c) *Safeguarding Requirements.*

The Contractor is responsible for safeguarding PII at all times. The Contractor shall ensure that PII remains under the immediate supervision and control of authorized employees in a manner that will protect the confidentiality and integrity of PII. Examples of proper safeguarding include, but are not limited to: maintaining the confidentiality of each employee's individual password (by not sharing the password with any other individual or entity and not writing it down); verifying the identity of individuals before disclosing information to them; preventing others in the area from viewing PII on one's computer screen; consistently locking or logging off one's workstation when one is away; and ensuring that PII is appropriately returned or, upon receiving the agency's approval, destroyed when no longer needed. The Contractor may use its internal policies and practices, non-disclosure agreements, system security requirements or any other means to accomplish its safeguarding responsibilities.

Transporting PII Outside a Secure Area/Secure Duty Station.

(i) The Contractor shall safeguard equipment, files, or documents containing PII when transporting information from a secure area/secure duty station. The Contractor shall ensure that the laptops and other electronic devices/media being used to transport PII are encrypted and password protected. The Contractor shall ensure that the encryption and password protection are in accordance with any agency-prescribed standards or policies, which shall be communicated separately from this clause. [*Contracting Officer—Insert a reference, if available, to where these standards or policies can be found.*] The Contractor shall use reasonable protection measures when transporting PII, e.g., storing files in a locked briefcase, not leaving files and/or equipment in plain view.

(ii) The Contractor shall ensure that its PII policies and procedures address transporting PII outside a secure area and emailing PII to and from non-SSA email addresses. The Contractor shall provide employees, upon or immediately prior to their commencing work on the contract, with contact information and instructions relating to PII breaches and incidents, based on the Contractor's security/PII loss incident policy and procedures. (If the preceding requirement is introduced to the contract under a contract modification, the Contractor shall ensure employees are provided this information and instructions within 10 working days of the modification.) The Contractor shall periodically remind employees of the foregoing information and instructions per the regular training requirements at [\(d\)\(1\)](#), below. (NOTE: Agency-prescribed contact information and instructions for reporting lost or possibly lost PII are discussed in paragraph [\(d\)](#) below.) SSA may require that the Contractor present evidence of compliance with these provisions.

(iii) *Tracking PII-containing material (files, documents, etc.).*

(A) Unless the PII is being transported for disposal pursuant to the contract per [\(c\)\(3\)](#) below, or SSA grants an exception per [\(c\)\(2\)\(iii\)\(D\)](#), below, the Contractor shall take appropriate and necessary action to ensure that the PII-containing material, such as file(s) or document(s) being physically transported or transmitted electronically outside the secure area/secure duty station, are tracked through a log. The PII-containing material shall be logged out prior to transport as well as logged back in upon return. The Contractor can establish any mechanism for tracking as

long as the process, at a minimum, provides for the following information to be logged:

- (1) first and last name of the employee taking/returning the material;
- (2) the identification of the PII-containing material, such as the name of the file(s) or document(s) containing PII;
- (3) the media used to transport the PII (e.g., electronic, such as laptop, portable drive, compact disc/digital versatile disc (CD/DVD), or email—be as specific as possible; paper, such as paper file folders or printouts);
- (4) the reason he/she intends to transport the PII-containing material;
- (5) the date he/she transported the PII-containing material from the secure area/secure duty station;
- (6) the date the PII-containing material is due to be returned to the secure area/duty station. See subparagraph (c)(2)(iii)(B), immediately below.
- (7) the approver's name and phone number.
- (8) the actual return date of the PII-containing material.

(B) Materials shall be returned or, when authorized by paragraph (c)(3), documented as destroyed, within 90 days of removal from the office or have Contractor supervisory approval for being held longer.

(C) The log shall be maintained in a secure manner. Upon request by the agency, the Contractor shall provide the information from the log in a format (e.g., electronic or paper) that can be readily accessed by the agency. The Contractor shall retain the log in accordance with General Records [Schedule 4.2, Information Access and Protection Records](#), Item 40 (disposition authority DAA-GRS-2016-0002-0004).

(D) SSA may relieve the Contractor of having to comply with these logging requirements for certain transmissions when the Contractor is engaged in routine and secure transmission of PII, and SSA determines that there are appropriate security controls in place to track the data through other means.

Return and/or Disposal of PII. The Contractor shall return and/or dispose of the PII when the PII is no longer required for performance of this contract, e.g., upon contract completion, per agency direction and requirements. The marked statement(s) below apply to this contract:
[Contracting Officer: Mark all that apply below.]

[] (i) This contract entails the return of PII.

[] (ii) This contract entails the disposal of PII. The Contractor shall follow the procedures described in [Contracting Officer: Fill in reference to appropriate section, paragraph, article,

etc., of the contract as applicable. Page numbers are optional.]

Emailing PII. The Contractor's corporate or organizational email system is deemed not to be secure. Therefore, the Contractor shall put policies and procedures in place to ensure that its employees email PII using only the following procedures in (i) - (ii), below:

(i) *Sending from an SSA email address.* If employees have been given access to the SSA email system, they may use it to send email messages containing PII in the body or in an unencrypted attachment but only to other SSA email addresses (which contain the "name @ssa.gov" format) or to email addresses belonging to an SSA-certified email system. Email directed to any other address(es) may contain PII only if the PII is entirely contained in an encrypted attachment. The Contractor shall encrypt PII in accordance with OMB Circular A-130, Managing Information as a Strategic Resource (July 28, 2016).

(ii) *Sending from a non-SSA email system.* If employees are using the Contractor's own or any other non-agency email system (e.g., Yahoo!, Gmail), they may send email messages transmitting PII only if the PII is entirely contained in an encrypted attachment, per OMB Circular A-130; none of the PII may be in the body of the email itself or in an unencrypted attachment. When emailing from such systems, this procedure applies when emailing PII to any email address, including but not limited to, an SSA email system address. Unless specifically noted otherwise, the Contractor and its employees are expected to conduct business operations under this contract using the Contractor's own email system, i.e., in accordance with the foregoing rules for transmitting PII.

SSA may grant written exceptions to compliance with the email requirements in paragraph (c)(4) above when the Contractor's corporate or organizational email system has been deemed by SSA to be secure.

(d) *Procedures for Reporting PII Breach or Incident.* The agency has its own reporting requirements for PII breaches or incidents. The purpose of the following paragraphs is to ensure that the Contractor meets the requirements and shares breach or incident information appropriately. The Contractor's report of a breach or incident will not, by itself, be interpreted as evidence that the contractor failed to provide adequate safeguards for PII.

(1) *Contractor Responsibility.* In addition to establishing and implementing its own internal procedures referenced in paragraph (b), above, the Contractor shall provide regular training (at least annually and when new employees commence work) for contractors on how to identify and report a breach or incident and take reasonable actions to implement agency-prescribed procedures described in paragraph (d)(3) below for reporting PII breaches or incidents. These include training employees handling PII about these procedures, including how to identify and report a PII breach or incident, and otherwise taking appropriate and necessary steps to enforce their compliance in carrying them out. The Contractor shall cooperate and exchange information with agency officials, as determined necessary by the agency, in order to report and manage a suspected or confirmed breach or incident effectively. The Contractor shall maintain capabilities to determine what agency information was or could have been accessed and by whom, be able to construct a timeline of user activity, determine methods and techniques used

to access agency information, and identify the initial attack vector. The Contractor shall allow for an inspection, investigation, forensic analysis, and any other action necessary to ensure compliance with OMB memorandum M-17-12 and agency guidance and breach procedures to assist with responding to a breach or incident. SSA may require evidence of compliance with this guidance.

Potential Need for Immediate, Direct Reporting by the Employee. The agency recognizes that Contractor employees will likely make the initial discovery of a PII breach or incident. When an employee becomes aware or suspects that PII has been lost or compromised, he/she is required to follow the Contractor's established security/PII breach/incident reporting process (see paragraph [\(d\)\(1\)](#), above). The Contractor's reporting process, along with the agency's (see paragraph [\(d\)\(3\)](#) below), shall require the Contractor, and not necessarily the employee, in such circumstances to notify the agency of the breach or incident. However, the Contractor shall inform each employee handling or potentially handling PII that he/she must be prepared to notify outside authorities directly and immediately as described in paragraph [\(d\)\(3\)\(v\)](#) below, if, shortly following the breach or incident or discovery of the breach or incident, he/she finds it evident that neither an appropriate Contractor nor the agency manager/contact can be reached. The Contractor shall emphasize to the employee that timeliness in reporting the incident is critical.

Procedures.

(i) When a Contractor employee becomes aware of or suspects a PII breach or incident, the Contractor, in accordance with its incident reporting process, shall provide immediate (as soon as possible and without unreasonable delay) notification of the breach or incident to the primary agency contact. If the primary agency contact is not readily available, the Contractor shall immediately notify the contact's alternate. (**See the worksheet in agency-specific clause H2352.224-2b, below, for the identity of the designated primary and alternate agency contacts.***) The Contractor shall act to ensure that each employee, prior to commencing work on the contract, has been given information as to who the primary and alternate agency contacts are and how to contact them. In addition, the Contractor shall act to ensure that each employee promptly receives any updates on such information, as they are made available. Whenever the employee removes PII from a secure area/secure duty station, he/she shall comply with the Contractor's security policies, including having on hand the current contact information for the primary agency contact and at least one alternate.

(ii) The Contractor shall provide the primary agency contact or the alternate, as applicable, updates on the status of the reported PII loss or compromise as they become available but shall not delay the initial report.

(iii) The Contractor shall provide complete and accurate information about the details of the PII breach or incident to assist the agency contact/alternate, including the following information:

(A) Contact information;

(B) A description of the PII breach or incident (i.e., nature of the breach, scope, number of files or records, type of equipment or media, etc.) including the approximate time and location of the loss;

(C) A description of safeguards used, where applicable (e.g., locked briefcase, redacted personal information, password protection, encryption, etc.);

(D) An identification of agency components (organizational divisions or subdivisions) contacted, involved, or affected;

(E) Whether the Contractor or its employee has contacted or been contacted by any external organizations (i.e., other agencies, law enforcement, press, etc.);

(F) Whether the Contractor or its employee has filed any other reports (i.e., Federal Protective Service, local police, and agency reports); and

(G) Any other pertinent information.

(iv) The Contractor may use the worksheet following this clause to gather and organize information quickly about the incident. The Contractor shall ensure that each employee with access to PII under the contract, prior to accessing the PII, has a copy of the worksheet with its instructions (see agency-specific clause 2352.224-2b), and particularly when transporting PII from a secure duty station.

(v) There may be rare instances (e.g., outside of business hours) when the Contractor is unable to reach either the primary agency contact or the alternate immediately. In such a situation, the Contractor shall immediately call the agency's National Network Service Center (NNSC) toll-free at 1-877-697-4889 to file the initial report directly, providing the information in [\(d\)\(3\)\(iii\)](#) above and as requested by the NNSC (again, the worksheet in agency-specific clause 2352.224-2b may be used to collect and organize the information prior to (and/or during) the call). Overall, during this time, the Contractor shall cooperate as necessary with the NNSC or any of the other external organizations described in [\(d\)\(3\)\(iii\)](#) above.

(vi) If the Contractor makes a direct report to the NNSC, the Contractor shall document the call with the Change, Asset, and Problem Reporting System (CAPRS) number, which the NNSC will assign. The Contractor shall provide the CAPRS number to the primary agency contact, or, if unavailable, his/her alternate.

(vii) Subparagraphs (v)-(vi) apply to all Contractor employees. The Contractor shall ensure its internal procedures and PII breach/incident training make clear to employees these responsibilities. Reports to the NNSC should not be delayed because an employee could not reach the Contractor's management.

(viii) The Contractor and its employee(s) shall limit disclosures about PII involved in a breach or incident to only those SSA and Contractor employee(s) with a need for the information in order to respond to and take action to prevent, minimize, or remedy the breach or incident. The Contractor may disclose breach or incident information to Federal, state, or local law enforcement agencies and other third parties with a need for the information; however, information about the specific PII involved may only be disclosed to such authorities and third parties as Federal law permits. The Contractor shall not, without SSA approval, publicly disclose information about PII involved in a breach or incident or SSA's involvement in a breach or incident. The Contractor shall not, without SSA approval, notify individuals affected by the

PII breach or incident. The Contractor's PII breach and incident reporting process shall ensure that disclosures are made consistent with these requirements. As used in this paragraph, the term PII references only PII covered by this clause.

(e) Additional Contractor Responsibilities When There Is a Suspected or Confirmed Breach.

(1) The Contractor shall have a formal security/PII breach or incident reporting process in place that outlines appropriate roles and responsibilities, as well as the steps that must be taken, in the event of a security/PII breach or incident. The plan shall designate who within the Contractor's organization has responsibility for reporting the PII breach or incident to the agency.

In the event of a PII breach or incident, the Contractor shall take immediate steps to address consequential security issues that have been identified, including steps to minimize further security risks to those individuals whose personal information was lost, compromised, or potentially compromised.

The Contractor shall confer with SSA personnel in reviewing the actions the Contractor has taken and plans to take in dealing with the breach or incident. Additionally, the Contractor shall provide any documentation requested by SSA.

The Contractor shall bear the cost for any data breach or incident: (1) occurring outside of SSA-controlled facilities, systems, or environments when the affected PII was in the possession or control of the Contractor or its employees, agents, or representatives; or (2) resulting from the Contractor or its employees, agents, or representatives' failure to properly safeguard PII or facilities, systems, or other environments containing PII in accordance with this contract's requirements. In addition, as SSA requires, the Contractor shall be responsible for or shall assist SSA in taking preventative and remedial actions that SSA determines are necessary to address such a breach or incident. Preventative and remedial actions may include notification to individuals potentially affected by the breach and other countermeasures to mitigate the risk of harm or to protect PII (e.g., operating call centers and providing resources for potentially affected individuals). SSA will notify the Contractor when SSA determines that preventative or remedial action(s) are necessary and instruct the Contractor on whether the action(s) will be effectuated by the Contractor or SSA. SSA may choose to effectuate the action(s) at the agency's discretion. The Contractor shall be responsible for the cost of all preventative or remedial action(s), including those actions effectuated by SSA, resulting from the breaches and incidents covered by this paragraph. Note: Nothing in this paragraph affects the Contractor's obligations in paragraph [\(e\)\(2\)](#) above to take immediate steps to address identified security issues.

(f) Subcontractor(s).

(1) The Contractor shall include this clause in all resulting subcontracts whenever there is any indication that the subcontractor(s) and their employees, or successor subcontractor(s) and their employees, will or may handle PII. When this clause is included in a subcontract, all references to "Contractor" in paragraphs (a) through (e) and (h) shall be read to apply to the

subcontractor(s).

The Contractor shall take appropriate and necessary action to ensure its subcontractor(s) and their employees, or any successor subcontractor(s) and their employees, comply with this clause.

Notification of Subcontractor Handling of PII. If the Contractor engages a subcontractor under this contract whose employee(s) will actually or potentially handle PII, the Contractor shall do the following:

(i) Notify the SSA COR-COTR and the Contracting Officer of this arrangement in advance of providing access to PII, providing the subcontractor name(s) and address(es) and, upon request, a description of the nature of the PII to which the employee(s) will actually or potentially be given/have access (e.g., phone numbers, SSN); and

(ii) Provide the agency's COR-COTR the names of the subcontractor employee(s) who will actually or potentially be assigned and/or have access to the PII. The Contractor may satisfy this requirement when submitting the name(s) of the subcontractor employee(s) to the agency's COR-COTR for the requisite security background check described in paragraph (g), below.

(g) *Security & Suitability Requirements Clause.* For each Contractor employee handling PII, the Contractor shall fulfill the requirements of the Security & Suitability Requirements Clause, found elsewhere in this contract, to ensure that any such individual has the appropriate background checks.

(h) The Contractor shall permit the agency to conduct security reviews and inspections to ensure that the Contractor maintains adequate safeguards and security measures for PII in accordance with the terms of this contract. At SSA's request, the Contractor shall grant SSA, and its auditors, access to all systems, facilities, equipment, locations, and other environments that create, collect, use, process, store, maintain, disseminate, disclose, or dispose of PII for such reviews and inspections. The Contractor is not required to provide SSA access to parts of those systems, facilities, equipment, locations, and other environments that are not impacted by such reviews and inspections.

(End of clause)

C3-6 2352.224-2B – Worksheet for Reporting a Loss or a Suspected Loss of Personally Identifiable Information (PII) (MAY 2019)

INSTRUCTIONS

The purpose of this worksheet is to assist individuals, entities (including contractors), or agencies who lose or suspect the loss of Social Security Administration (SSA) PII. (See Note number 1, below.) This worksheet should be used as an information-gathering tool to quickly organize and report to SSA the needed information about the loss or suspected loss. However, **do not include PII specific to the loss on this worksheet.**

Employees and individuals should not wait until confirmation of loss occurred before reporting. Both confirmed and suspected losses should be timely reported. A delay may undermine the agency's ability to apply preventative and remedial measures to protect the PII or reduce the risk of harm to potentially affected individuals.

All PII losses, suspected or confirmed, should be reported within one (1) hour of discovery using the online [PII Loss Reporting Tool](#) (see Note number 2, below) or by calling SSA's National Network Service Center (NNSC) at 1-877-697-4889.

Notes:

1. PII is information that can be used to distinguish or trace an individual's identity, either along or when combined with other information that is linked or linkable to a specific individual (e.g., name, date of birth, Social Security number).
2. The "PII Loss Reporting Tool" is located on the SSA Intranet and may not be accessible to all contractors.

Basic Information for the Contractor for Reporting PII Loss (Suspected or Confirmed):

a. Your primary agency contact for reporting PII breach incidents. This is: **[Will be provided after contract award.]**

b. The alternates to this primary contact. They are as follows:

First Alternate: **[Will be provided after contract award.]**

Second Alternate: **[Will be provided after contract award.]**

c. The contract number: **[Will be provided after contract award.]**

d. Agency/Entity/Office (see Item #1 of the worksheet): **[Will be provided after contract award.]**

1. Information about the individual making the report:

Name:

Position:

Agency/Entity/Office:

Work Email Address:

Work Phone Number:

Date of Report to SSA:

2. Is the individual, who was in possession of the data or to whom the data was assigned, different from the person making the report (as listed in #1)?

Same as person making the report? Yes No

If no, complete the following for the individual who was in possession/assigned the data:

Name:

Position:

Agency/Entity/Office:

Work Email Address:

Work Phone Number:

3. Circumstances of the breach:

Is the incident a result of robbery or theft? Yes No

Did the incident include equipment? Yes No

Full description of how the incident occurred:

Date/Time of Incident:

4. Information about the data that was lost/stolen:

Describe what was lost or stolen:

Did the incident occur while teleworking or performing duties at (or traveling to/from an alternative worksite?

Estimated number of individuals affected:

What elements of PII did the data contain?

- Name
- Social Security number
- Date of Birth
- Place of Birth
- Address
- Other (describe):
- Bank Account Information
- Medical/Health Information
- Benefit Payment Information
- Mother's Maiden Name
- Medicare Beneficiary Identifier

Are you able to identify the individual(s) whose information was compromised?

- Yes
- No

5. How was the data physically stored, packaged and/or contained? If electronic, check the appropriate response below:

- Laptop
- Hard Drive
- USB Drive
- Server
- Cell Phone/Black Berry
- Workstation
- CD/DVD
- Tablet
- Cloud

Hardware Make/Model:

Phone Number:

Hardware Serial Number:

Email

Other (describe):

Was the device encrypted? Yes No

Was the device password protected? Yes No

Was a VPN SmartCard lost? Yes No

6. Others contacted and reports filed about the breach: (Include Deputy Commissioner level, agency level, regional/associate level component names)

Federal Protective Service Report: Yes No

Local Police Report: Yes No

AIRS Incident Reporting Form: Yes No

SSA-342: Yes No

Other:

Have other SSA components been contacted? Yes No

If so, please list other contacted SSA components (including the OIG):

Media Interest: Yes No

Congressional Interest: Yes No

Actions Taken:

Other Information:

(End of clause)

C3-7 2352.227-1 Dissemination of Information (SEP 2013)

Data and information either provided to the contractor, or to any subcontractor or generated by activities under the proposed contract is privileged. The contractor, and any subcontractors, shall be restricted from duplicating, using or disclosing such data or information, in whole or in part, outside the Social Security Administration for any purpose other than the fulfillment of the requirements set forth in this contract. This restriction does not limit the contractor's right to use such data or information if obtained from a non-restricted source. Refer any questions about "privileged information" to the Government Contracting Officer's Technical Representative, through the Contracting Officer.

(End of clause)

C3-8 2352.227-2 Government License to Reproduce End Products (SEP 2013)

All material developed under this contract becomes the property of the Government. At its discretion the Government will have an unrestricted license to make and distribute copies for all work developed and completed under this contract.

(End of clause)

C3-9 2352.232-1 Invoice Submission and Payment Related Information (DEC 2018)

(a) The invoice shall include all elements of a proper invoice as defined in the invoice or payment clause used in this award and any other information required below or in any other contract clause. To assist the Government in making timely payments, include the contractor's Taxpayers Identification Number, Data Universal Numbering System number, contract, and the order number, if any, on each invoice.

(b) Email communication is the preferred method of submission for invoices and public vouchers. If the invoice cannot be emailed, submit it via regular mail or by hand carrying it to the Office of Travel and Administrative Payment Services at the address below.

(c) If submitting electronically:

Submit the invoice as an attachment to an email message (the preference is one attached invoice as a .pdf file per email) to otaps.daps.invoices@ssa.gov.

(d) If submitting by mail, send to:

Social Security Administration

Office of Travel and Administrative Payment Services

Post Office Box 47

Baltimore, Maryland 21235-0047

(e) If hand carried, deliver to:

Social Security Administration

Office of Travel and Administrative Payment Services

2310 East Low Rise Building

6401 Security Boulevard

Baltimore, Maryland 21235-0047

(f) The telephone number of the administrative payments customer service help desk is (410) 965-0607.

(g) The Government will make payment to the contractor using the Electronic Funds Transfer (EFT) information contained in the System for Award Management (SAM) database (<https://www.sam.gov/SAM/>). In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the SAM database. The EFT information submitted must be that of the contractor unless there is an official Notice of Assignment on file with the Office of Travel and Administrative Payment Services.

(h) Remittance information associated with EFT payments is available via the Invoice Processing Platform (IPP) on the Department of Treasury's Internet site at <http://www.ipp.gov>. After registering in IPP for Treasury payment status, email OTAPS.Vendor.Maintenance@ssa.gov and the SSA vendor maintenance team will flag the vendor to start receiving Treasury payment information in IPP (this process may take several business days).

(i) The contractor may also direct payment inquiries to SSA's Office of Travel and Administrative Payments by:

(1) Using the Financial Interactive Voice Response System (FIVR) (<http://www.ssa.gov/vendor/fivr.htm>). FIVR is an automated self-service telephone system available 24 hours a day that allows direct electronic access to administrative payment information using the telephone keypad. The contractor can access FIVR by calling (410) 965-0607. The services available through FIVR are available through a Telecommunications Device for the Deaf line at 410-597-1395. Customer Service Representatives are available to answer vendor payment inquiries Monday - Friday, between 8 a.m. and 4:30 p.m., Eastern Standard Time.

(2) Sending an email to payment.inquiries@ssa.gov, or visiting the internet site at <http://www.socialsecurity.gov/vendor/contact.htm>. The contractor can also access the IPP system through a link on this site.

(j) Small businesses may obtain assistance from SSA's Office of Small and Disadvantaged Business Utilization (OSDBU) Director to obtain payments, required late payment interest penalties, or information regarding payments due to such concerns. Send emails to smallbusiness@ssa.gov or visit the OSDBU website at <https://www.ssa.gov/agency/osdbu/>.

(End of clause)

C3-10 2352.242-1 Post Award Evaluation of Contractor Performance (April 2015)

(a) Contractor Performance Evaluations: Interim and final contractor performance evaluations shall be prepared in the Department of Defense's Contractor Performance Assessment Reporting System (CPARS) per Federal Acquisition Regulation Subpart 42.15 and the CPARS user manual at www.cpars.gov/cparsfiles/pdfs/CPARS_User_Manual.pdf.

(b) An interim contractor performance evaluation is prepared and completed as determined by the contracting officer (known as the assessing official in CPARS).

The final performance evaluation is prepared and completed within 120 days after completion of the contract, purchase order, delivery order or task order, or Blanket Purchase Agreement call

order over the simplified acquisition threshold. Complete details on the business steps associated with the CPARS process is at FAR Subpart 42.15 and the CPARS User Manual at www.cpars.gov/cparsfiles/pdfs/CPARS_User_Manual.pdf.

(c) Electronic Access to Contractor Performance Evaluations:

(1) The Contractor shall designate a performance evaluation review representative (PERR)(known as the contractor representative in CPARS) in paragraph (d) below who will be responsible for reviewing the contractor’s interim and final performance evaluation assessments completed by the Government before the assessments are finalized in CPARS. The Contractor is responsible for keeping its PERR information in paragraph (d) current with the contracting officer throughout the life of this contract. Only the PERR may access, review, and comment on the contractor’s performance evaluations in CPARS prior to finalization.

(2) The agency Focal Point (FP) or Alternate FP, are the only individuals who can grant CPARS access to the PERR.

(3) Once award is made, the agency FP or Alternate FP will grant access to the PERR. The PERR will receive a system-generated email when: access has been granted to CPARS; and there is a performance evaluation assessment to review. Only the PERR receiving the email has access to the assessment.

(4) The CPARS website is www.cpars.gov. The website provides a drop down menu for “FAQs” and “Guidance,” where the PERR can obtain a CPARS User Manual. New PERRs can access on-line training at the drop down tab for “Training.”

(d) Contractor’s Designated Performance Evaluation Review Representative (PERR) (known as the contractor representative in CPARS)

Name (b) (6)

Address: 11710 Plaza America Drive, Suite 500 Reston, VA 20190

Phone: (b) (6)

E-mail: (b) (6)

UserID (complete if the PERR is an existing CPARS user): [TBD]

C3-11 2352.242-2 Designation of Contracting Officer’s Representative (COR)-Contracting Officer’s Technical Representative (COTR) and COR-Alternate COTR (ACOTR) (OCT 2015)

(a) The following Contracting Officer’s Representative (COR-COTR) and COR-Alternate COTR (ACOTR) will represent the Government for the purpose of this award:

COR-COTR NAME: (b) (6)

TITLE: Contracting Officer's Technical Representative

ADDRESS: Annex Building, 6401 Security Boulevard, Baltimore, MD 21235

TELEPHONE: (b) (6)

EMAIL: (b) (6)

COR-ACOTR NAME: (b) (6)

TITLE: Alternate Contracting Officer's Representative

ADDRESS: Annex Building, 6401 Security Boulevard, Baltimore, MD 21235

TELEPHONE: (b) (6)

EMAIL: (b) (6)

(b) The COR-COTR or COR-ACOTR may not re-delegate the authority outlined in this clause, or the authority specified within their COR-COTR designation letters.

(c) The COR-COTR is responsible for the following general duties:

(1) Monitoring the contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer (CO) changes in requirements;

(2) Interpreting the statement of work (SOW), statement of objective (SOO), or performance work statement (PWS), and any other technical performance requirements;

(3) Performing technical evaluation of requirements as required;

(4) Performing technical inspections and acceptances required by this award;

(5) Assisting in the resolution of technical problems encountered during performance;

(6) Certifying invoices or vouchers for payment by confirming the receipt of goods and/or services at the contracted price/costs; and

(7) Initiating a Contractor Performance Assessment Report (CPAR) within 30 days after electronic notification that a CPAR is required.

(d) The COR- ACOTR is responsible for carrying out the duties of the COR-COTR only in the event the COR-COTR can no longer perform his or her duties as assigned, or is unavailable.

(e) The COR-COTR, COR- ACOTR, and COR-Task Manager (COR-TM) (if applicable) are the only Government employees authorized by the CO to perform certain functions of the award. The COR-COTR and COR-ACOTR are authorized to perform the functions listed above, and may provide the technical direction described below. However, if the award calls for the

designation of a COR-TM, see Section C3-12 for the authority, responsibilities, and limitations of the COR-TM at the task level.

(f) The CO is the only person with authority to act as agent of the Government under this award. Only the CO has authority to:

(1) Direct or negotiate any changes in the SOW, SOO, or PWS;

(2) Modify or extend the period of performance;

(3) Change the delivery schedule;

(4) Authorize reimbursement to the Contractor for any costs incurred during the performance of this award; or

(5) Otherwise, change any terms and conditions of this award.

(g) At any time during performance of this award, the CO may unilaterally remove or replace the COR-COTR or COR-ACOTR.

(h) The CO will provide written notice, transmitted electronically as an attachment to an email, or through standard mail carrier, to the contractor, of such designation, or any change thereto, within a reasonable amount of time after award, or after notification of a change is necessary. The designation letter sets forth the specific authorities, responsibilities, and limitations of the COR-COTR, or COR-ACOTR) under this award.

(i) Performance of work under this award shall be subject to the technical direction of the COR-COTR. The term "technical direction" is defined to include, without limitation (except as specified in the COR-COTR designation letter), the following:

(1) Directions to the Contractor, on other than firm-fixed-price contracts, which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual SOW;

(2) Provisions of information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description;

(3) Review and, where required by the award, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the award.

(j) Technical direction must be within the general scope of the SOW, SOO, or PWS stated in Attachment D-2 of this award. The COR-COTR does not have the authority to and may not issue any technical direction that affects price, quality, quantity, delivery, or other terms and conditions of the award.

(k) The COR-COTR shall issue all technical direction in writing or shall confirm in writing, within five working days after issuance, technical direction issued verbally.

(l) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR-COTR in the manner prescribed by this clause and within the COR-COTR's authority under the provisions of this clause.

(m) If, in the opinion of the Contractor, any instruction or direction issued by the COR-COTR falls outside the authority of the COR-COTR, the Contractor shall not proceed. In this case, the Contractor shall notify the CO or designated Contract Specialist in writing, within five working days after receipt of any such instruction or direction and shall request the CO modify the award accordingly. Upon receiving such notification from the Contractor, the CO shall issue an appropriate modification to the award, or advise the Contractor, in writing, that, the technical direction is within the scope of this clause and does not constitute a change under the "Changes" clause of this award. The Contractor shall proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction, or upon the action to be taken with respect thereto, shall be subject to the "disputes" clause of the award.

(End of clause)

C3-12 2352.242-3 Designation of Contracting Officer's Representative (COR) Task Manager (COR-TM) (OCT 2015)

(a) This award requires the designation of a COR-TM:

[Check one]

(1) At the contract level for one or more contract task(s). The Contracting Officer (CO) will name the COR-TM in the CO's designation memorandum, which will specify the contract task(s) and COR-TM's associated authority, responsibilities, and limitations, or;

(2) At the order level. The CO will name the COR-TM in the CO's designation memorandum, which will specify the task(s) per order and the COR-TMs associated authority, responsibilities, and limitations.

(b) The COR-TM may not re-delegate the authority outlined in this clause, or the authority specified within his or her designation memorandum issued by the CO.

(c) The COR-TM is responsible for assisting the COR-Contracting Officer's Technical Representative (CORCOTR) in the technical monitoring and administration of the task(s) specified within the COR-TM's designations memorandum through performance and closeout. For example, the COR-TM may be responsible for the following general duties per task(s):

(1) Monitoring the contractor's technical progress, including the surveillance and assessment of performance and recommending to the COR-COTR changes in the task(s) requirements;

(2) Interpreting the statement of work (SOW), statement of objective (SOO), or performance work statement (PWS), and any other technical performance requirements as it relates to his or her designated task(s);

(3) Performing technical evaluation of requirements as required;

- (4) Performing technical inspections and acceptances of deliverables under the task(s);
 - (5) Assisting in the resolution of technical problems encountered during performance of the task(s);
 - (6) Reviewing invoices or vouchers to ensure they accurately reflect work completed per requirements of the task(s); and
 - (7) Completing a Contractor Performance Assessment Report (CPAR) within 30 days after electronic notification that a CPAR is required.
- (d) The CO is the only person with authority to act as agent of the Government under this award. Only the CO has authority to:
- (1) Direct or negotiate any changes in the SOW, SOO, or PWS;
 - (2) Modify or extend the period of performance;
 - (3) Change the delivery schedule;
 - (4) Authorize reimbursement to the Contractor for any costs incurred during the performance of this award; or
 - (5) Otherwise, change any terms and conditions of this award.
- (e) At any time during performance of this award, the CO may unilaterally remove or replace the COR-TM.
- (f) The CO will provide written notice, transmitted electronically as an attachment to an email, or through standard mail carrier, to the contractor, of such designation, or any change thereto, within a reasonable amount of time after award, or after notification of a change is necessary. The designation memorandum sets forth the specific authorities, responsibilities, and limitations of the COR-TM for each associated task(s) under this award.
- (g) Performance of work under the specified tasks shall be subject to the technical direction of the COR-TM. The term “technical direction” defined to include, without limitation (except as specified in the COR-TM designation memorandum), the following:
- (1) Directions to the Contractor, on other than firm-fixed-price contracts, which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual SOW;
 - (2) Provisions of information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description;
 - (3) Review and, where required by the award, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the award.

(h) Technical direction for the task(s) must be within the general scope of the SOW, SOO, or PWS stated in Attachment D-2 Statement of Work, of this award. The COR-TM does not have the authority to and may not issue any technical direction that affects price, quality, quantity, delivery, or other terms and conditions of the award.

(i) All technical direction will be issued in writing by the COR-TM, or shall be confirmed by the COR-TM in writing within five working days after issuance.

(j) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR-TM in the manner prescribed by this clause and within the COR-COTR's, or COR-TM's authority under the provisions of this clause.

(k) If, in the opinion of the Contractor, any instruction or direction issued by the COR-TM falls outside the authority of the COR-TM, the Contractor shall not proceed. In this case, the Contractor shall notify the COR-COTR. The COR-COTR will either resolve the issue, or forward the issue to the CO or designated Contract Specialist for resolution per Section C4-5.

(End of clause)

C3-13 2352.242-4 Withholding of Contract Payments (SEP 2013)

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payments under this contract. The failure may be excused if causes are beyond the control, and without the fault or negligence of the Contractor as defined by the clause entitled "Excusable Delays" or "Default", as applicable. The Government will immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

(End of clause)

C3-14 2352.242-5 Contractor's Administrator (SEP 2013)

The contractor's representative responsible for handling contract administration is:

Name (b) (6)

Address: 11432 Lackland Road, St. Louis, MO 63146

Phone: (b) (6)

E-mail: (b) (6)

(End of clause)

SECTION C4 - Administrative Matters

C4-1 SSA Building Closures

Contractor support is not required in the event of a Government closure unless specifically required in the award. In cases such as these, the Contractor may work during periods of time when segments (buildings or business) of SSA are closed for any reason, provided security measures are followed. Such times may include Agency and facility closures due to inclement weather, late openings, early dismissals, building closures, or legal holidays.

In the event SSA Headquarters facilities in Maryland close or delay opening, announcements will be broadcast on the following TV and radio stations:

RADIO:

AM Stations: WBAL 1090

FM Stations: WWMX 106.5 or WTOP 103.5 (Washington)

TELEVISION: WBAL TV, Channel 11 – www.wbaltv.com

For headquarters offices, the announcements must specifically pertain to the Social Security Administration offices in the Baltimore metropolitan area.

In addition to the above, contractors can obtain information via the following:

INTERNET: <http://www.ssa.gov/hqalert/index.jsp>

SSA Emergency Announcement Numbers:

SSA Headquarters in Baltimore, Maryland - Toll Free Phone Number: 1-866-313-2533

(TTY 410-965-7375)

Second Support Center in Durham, North Carolina - Toll Free Phone Number: 1-877-718-0944, ext. 10423

The contractor shall call after 5:00 a.m., to obtain information regarding whether the Government is operating normally; if there is a delayed opening; or if it is closed. Decisions for the night shift occur after 2:00 p.m. and for the midnight shift after 10:00 p.m. Every effort is made to have hazardous weather information (i.e., closed or delayed opening) released as close to 5:00 a.m. ET as possible on the day of the event. However, often circumstances beyond SSA's control preclude this important information from being determined and/or posted until sometime thereafter. The agency will broadcast information internally if there is a need for the facility to close early.

C4-2 Observance of Legal Holidays and Administrative Leave

(a) The Government observes the following days as holidays:

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, the Government will not reimburse the contractor for holiday or other premium compensation unless authorized pursuant to an overtime clause elsewhere in the contract.

(c) When the Government grants administrative leave to its Government employees for reasons such as inclement weather, unanticipated holidays declared by the President, or similar reasons, the contractor shall also dismiss assigned contractor personnel working on-site unless prohibited elsewhere in the contract. However, the contractor agrees to continue to provide sufficient personnel to perform the requirements of critical tasks already in operation or scheduled, and if necessary, shall seek guidance from the contracting officer or his/her duly authorized representative pertaining to such requirements.

(End of clause)

C4-3 Designation of Contractor's Project Manager/Contract Coordinator

The contractor's primary point of contact serving as the Project Manager/ Contract Coordinator for this contract is:

Name & Title: (b) (6) Program Manager
Address: 11432 Lackland Road, St. Louis, MO 63146
Telephone Number: (b) (6)
Email Address: (b) (6)

C4-4 Contractor Use of Government Facilities

While on Government premises, the Contractor shall comply with the rules, regulations and procedures governing the conduct of personnel and the operation of this facility. The Contractor is also responsible for ensuring that all contractor personnel working on Government premises are aware of the Occupant Emergency Program (OEP). During a building evacuation, all contractor personnel must follow the instructions of SSA's Occupant Emergency Organization (OEO) personnel. Contractor must ensure that employees who are unable to follow OEO personnel verbal instructions (non-English speaking employees, hearing impaired, etc.) have a Contractor employee designated to provide assistance in following evacuation procedures or that the appropriate OEO evacuation personnel is notified of the employees impairment, location, etc. to enable the OEO personnel to effectively evacuate the employee.

(End of clause)

C4-5 Designation of Government Contracting Personnel

Lindsay Hrybyk, Division of Operations Contracts, has been assigned to administer this contract. Changes in the Scope of Work, contract cost, price, quantity, quality, or delivery schedule shall be made only by a Contracting Officer by a properly executed modification. All correspondence that in any way concerns the terms or conditions of this contract must be submitted directly to the following address:

Social Security Administration

Office of Acquisition and Grants

Atten: Lindsay Hrybyk

1540 Robert M. Ball Building

6401 Security Blvd

Baltimore, Maryland 21235

Telephone Number: (410)965-3767

Email Address: (b) (6)

(End of clause)

C4-6 Organizational Conflict of Interest

(a) The government intends to ensure that the Contractor (1) does not obtain any unfair competitive advantage over other parties by virtue of its performance under this contract; and (2) is not biased because of its current or planned interests (financial, contractual, organizational, or otherwise) which relates to the work under this contract.

(b) The term “Contractor” means any person, firm, unincorporated association, joint venture, partnership, corporation, wholly owned or controlled subsidiaries or

affiliate thereof, any tier subcontractor, or their successors in interest in the activities covered by this as a prime contractor, subcontractor, consultant or in any similar

capacity.

(c) The Contractor shall include this clause in subcontracts of any tier, which involve the performance of work or access to information under this contract as specified in paragraph (f) below. The use of this clause in such subcontracts shall be read by substituting the word “Subcontractor” for the word “Contractor” wherever the word “Contractor”

appears.

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

(e) The Contractor agrees that if it discovers an actual or potential organizational conflict of interest after award, the Contractor will make a full disclosure in writing to the Contracting Officer (CO). This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict.

(f) Since the Contractor is providing [indicate the services the contractor is providing under this contract] the Contractor shall be ineligible to participate (either as a prime or as subcontractor) in any resultant acquisition or contractual effort for similar or related services. Ineligibility is based upon providing contract support for (but is not limited to) the acquisition of [indicate the work for which the contractor will be ineligible to compete in the future] for the term of this contract including any optional contract extensions. The Contractor shall provide appropriate documentation, if requested by the Contracting Officer. In the event of a dispute, the Contracting Officer's decision shall be final. The Contracting Officer shall determine whether a particular acquisition or contractual effort is or is not subject to this exclusion.

(g) (1) If the Contractor, in the performance of this contract or by any other means, obtains access to information, such as SSA’s plans, policies, reports, studies, financial plans, or data, which has not been released to the public, the Contractor agrees to not:

(i) use such information for any private purposes, unless the information has been released to the public;

(ii) compete for work at SSA not already covered by the exclusion in paragraph (f) above based on such information for a period of 6 months after contract completion or release of such information to the public, whichever is first;

(iii) submit an unsolicited proposal to the Government which is based on such information until 1 year after release of such information to the public; or

(iv) release such information without prior written approval by the Contracting Officer.

(h) For breach of the above restrictions, failure to disclose, or misrepresentation of any relevant interest requiring disclosure concerning this contract, the Government may terminate, at no cost, this contract in whole or in part. In addition, the Government may disqualify the Contractor for subsequent related contractual efforts and pursue other remedies as may be permitted by law or this contract.

(i) The contractor shall submit waiver requests in writing to the Contracting Officer and shall include a full description of the waiver request and the reasons in support thereof. If it is determined to be in the best interest of the Government, the Contracting Officer may grant such waiver in writing.

C4-7 Period of Performance

The period of performance for this contract shall be as follows:

1. Base Period: One-year from contract award.
2. Option Year I: One-year following the expiration of the Base Period.
3. Option Year II: One-year following the expiration of Option Year I.
4. Option Year III: One-year following the expiration of Option Year II.
5. Option Year IV: One-year following the expiration of Option Year III.
6. Option to Extend Services: Shall not exceed six-months.

C4-8 Acknowledgement of 15 U.S.C. § 1681e(a)

The Parties acknowledge that 15 U.S.C. § 1681e(a) states, “No consumer reporting agency may furnish a consumer report to any person if it has reasonable grounds for believing that the consumer report will not be used for a purpose listed in section § 1681b of this title.” The Parties acknowledge that the reference to § 1681b is to FCRA § 604 Permissible Purposes of Consumer Reports.

SECTION D - Contract Documents, Exhibits and/or Attachments

Attachment Number	Title
D-1	Pricing Tables
D-2	Statement of Work
D-3	WSDL File
D-4	Schema File
D-5	SSA System Security Requirements for Contractors & Non-Federal Organizations
D-6	Privacy Requirements
D-7	Information Security Policy (RESERVED for Post-Award)
D-8	Data Usage Agreement – Required Notices