


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER PAGE 1 OF 141

2. CONTRACT NO. 91003120D0008
 3. AWARD/EFFECTIVE DATE JUN 23, 2020
 4. ORDER NUMBER
 5. SOLICITATION NUMBER
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:  a. NAME Hilbert Caesar
 Hilbert.Caesar@ed.gov
 b. TELEPHONE NUMBER (No collect calls) 202-377-3654
 8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY US Department of Education
 FSA - Acquisitions, 830 First St NE - Suite 91F3
 Washington DC 20202
 CODE FSA-ACQ
 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS
 HUBZONE SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS PROGRAM NAICS: 522320
 EDWOSB SIZE STANDARD:
 8 (A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS Net 30
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO FSA CHIEF OPERATING OFFICER
 830 First Street, NE
 WASHINGTON DC 20202
 CODE FSA-COO
 16. ADMINISTERED BY US Department of Education
 FSA - Acquisitions, 830 First St NE - Suite 91F3
 Washington DC 20202
 CODE FSA-ACQ

17a. CONTRACTOR/ OFFEROR. CODE 00035685 FACILITY CODE
 F.H. CANN & ASSOCIATES, INC.
 1600 OSGOOD STREET
 NORTH ANDOVER MA 01845
 18a. PAYMENT WILL BE MADE BY CODE FSA-BUD
 Budget Group/Invoice Admin
 US Department of Education/FSA/CFO/BG/FSAA
 830 First Street, NE, Suite 54B1
 Washington DC 20202-0001
 CAGE: 4U8A5
 TIN: 043483512 DUNS: 617731513
 TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA See Schedule
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
 29. AWARD OF CONTRACT: REF. 1 OFFER
 DATED JUN 23, 2020 . 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 (b) (6)
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Soo Kang
 Digitally signed by Soo Kang
 Date: 2020.06.23 19:10:02 -04'00'
 30b. NAME AND TITLE OF SIGNER (Type or print) (b) (6)
 30c. DATE SIGNED 06/22/20
 31b. NAME OF CONTRACTING OFFICER (Type or print) Soo Kang 202-377-3798
 soo.kang@ed.gov
 31c. DATE SIGNED JUN 23, 2020

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

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. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
PARTIAL	FINAL			

38. S/R ACCOUNT NO.	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 (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT (Location)	
42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Title: FSA Next Gen BPO Multiple-Award IDIQ Contract
Contract No. 91003120D0008

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

1.0 CONSIDERATION AND PAYMENT

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract that will be used to provide commercial services for the U.S. Department of Education (ED), Office of Federal Student Aid (FSA).

Firm-Fixed Price: Individual Task Orders against this IDIQ Contract shall be awarded on a Firm-Fixed Price basis.

Initial Task Order: The first Task Order to be awarded against this IDIQ contract shall be an “Initial Task Order” for implementation support. The Contractor shall use the Initial Task Order to complete all tasks necessary to “Go-Live” and become performance-ready to include, but not limited to, personnel security clearances, achieving the Authorization to Operate (ATO), capacity planning, training, Inter-System Testing (IST), etc.

Minimum Contract Guarantee: During the contract period, the Government shall place orders totaling a minimum of \$1,500,000.00. This reflects the contract minimum for the entire period of performance, including any options.

Maximum Contract Guarantee: The contract maximum for the entire period of performance, including any options, shall be for the placement of orders totaling a maximum of \$1,700,000,000.00. This reflects the contract maximum for the entire period of performance, including any options.

2.0 COMMON PRICING

The following tables reflect the Common Pricing that shall apply to all individual Task Orders issued against this IDIQ contract.

Special Note to BPO Providers:

1. Common Pricing shall be fixed regardless of the duration of any individual task performed by a BPO Provider within each operating element identified under Contact Center Support or Back-Office Processing (e.g. Inbound/Outbound Calls, Chat Sessions, SMS/Text Exchanges, Manual Email Exchanges, Eligibility Processing tasks, Origination and Disbursement Processing tasks, etc.).
2. The Common Pricing established for all Inbound and Outbound Calls under Contact Center Support is predicated on a tiered approach based on a “Monthly Volume/Tier Range”. The price per Call, in any given month, shall decrease once the BPO Provider has reached the ceiling for any given “Monthly Volume/Tier Range”. Thereafter, the price per Call shall be invoiced at the next highest “Monthly Volume/Tier Range” common price, up to the established ceiling for that tier. Once the established ceiling for that tier is reached, any individual Calls above that tier ceiling shall be invoiced at the common price applicable to

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the highest tier range, for the remainder of that month. Please see below for an illustration:

Example 1 (Inbound Calls): If the BPO Provider receives 850,000 Inbound Calls in a given month, this would be the calculation applied for invoicing purposes under the tiered model approach:

Monthly Volume/Tier Range - Inbound Calls	Common Price Calculation	Invoice Amount
1 – 266,667	266,667 x \$4.99*	\$1,330,668.33
266,668 – 666,667	400,000 x \$4.89*	\$1,956,000.00
666,668+	183,333 x \$4.79*	\$878,165.07

Total Monthly Volume for Inbound Calls: 850,000.00

Total Monthly Invoice Amount for Inbound Calls: \$4,164,833.40

Example 2 (Outbound Calls – with Customer): If the BPO Provider receives 850,000 Outbound Calls – with Customer in a given month, this would be the calculation applied for invoicing purposes under the tiered model:

Monthly Volume/Tier Range - Outbound Calls – with Customer	Common Price Calculation	Invoice Amount
1 – 60,250	60,250 x \$4.99*	\$300,647.50
60,251 – 150,000	89,750 x \$4.89*	\$438,877.50
150,001+	700,000 x \$4.79*	\$3,353,000.00

Total Monthly Volume for Outbound Calls – with Customer: 850,000.00

Total Monthly Invoice Amount for Outbound Calls – with Customer: \$4,092,525.00

***The pricing used is for illustration purposes only and does not reflect the actual common price for each Inbound or Outbound – with Customer Call.**

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Operating Elements	Pricing Model	Tier (if applicable)	Monthly Volume / Tier Range	Base Ordering Period - Three (3) years			Optional Ordering Period - Three (3) years		
				Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
CONTACT CENTER SUPPORT									
Contact Center Support (6AM-11PM/7)									
Inbound Calls	Tiered price per call	1	1 – 266,667	\$ 4.24	\$ 4.37	\$ 4.50	\$ 4.63	\$ 4.77	\$ 4.91
Inbound Calls	Tiered price per call	2	266,668 – 666,667	\$ 4.15	\$ 4.28	\$ 4.41	\$ 4.54	\$ 4.68	\$ 4.82
Inbound Calls	Tiered price per call	3	666,668+	\$ 4.07	\$ 4.19	\$ 4.32	\$ 4.45	\$ 4.58	\$ 4.72
Outbound Calls - with Customer	Tiered price per call	1	1 – 60,250	\$ 4.24	\$ 4.37	\$ 4.50	\$ 4.63	\$ 4.77	\$ 4.91
Outbound Calls - with Customer	Tiered price per call	2	60,251 – 150,000	\$ 4.15	\$ 4.28	\$ 4.41	\$ 4.54	\$ 4.68	\$ 4.82
Outbound Calls - with Customer	Tiered price per call	3	150,001+	\$ 4.07	\$ 4.19	\$ 4.32	\$ 4.45	\$ 4.58	\$ 4.72
Outbound Calls - Default - with 3rd Party or Entity	Price per call	N/A	Single price for one call	\$ 0.30	\$ 0.31	\$ 0.32	\$ 0.33	\$ 0.34	\$ 0.35
Inbound Calls - Default	Tiered price per call	1	1 – 266,667	\$ 4.24	\$ 4.37	\$ 4.50	\$ 4.63	\$ 4.77	\$ 4.91
Inbound Calls - Default	Tiered price per call	2	266,668 – 666,667	\$ 4.15	\$ 4.28	\$ 4.41	\$ 4.54	\$ 4.68	\$ 4.82
Inbound Calls - Default	Tiered price per call	3	666,668+	\$ 4.07	\$ 4.19	\$ 4.32	\$ 4.45	\$ 4.58	\$ 4.72
Outbound Calls - Default - with Customer	Tiered price per call	1	1 – 60,250	\$ 4.24	\$ 4.37	\$ 4.50	\$ 4.63	\$ 4.77	\$ 4.91
Outbound Calls - Default - with Customer	Tiered price per call	2	60,251 – 150,000	\$ 4.15	\$ 4.28	\$ 4.41	\$ 4.54	\$ 4.68	\$ 4.82
Outbound Calls - Default - with Customer	Tiered price per call	3	150,001+	\$ 4.07	\$ 4.19	\$ 4.32	\$ 4.45	\$ 4.58	\$ 4.72
Outbound Calls - Default - with 3rd Party or Entity	Price per call	N/A	Single price for one call	\$ 0.30	\$ 0.31	\$ 0.32	\$ 0.33	\$ 0.34	\$ 0.35
Chat Sessions	Price per chat conversation	N/A	Single price for one task	\$ 4.24	\$ 4.37	\$ 4.50	\$ 4.63	\$ 4.77	\$ 4.91
Inbound Social Media Inquiries	Price per exchange	N/A	Single price for one task	\$ 0.30	\$ 0.31	\$ 0.32	\$ 0.33	\$ 0.34	\$ 0.35
SMS/Texts Exchanges	Price per SMS/text conversation	N/A	Single price for one task	\$ 0.30	\$ 0.31	\$ 0.32	\$ 0.33	\$ 0.34	\$ 0.35
Manual Email Exchanges	Price per manual email exchange w/ optional tier	N/A	Single price for one task	\$ 4.84	\$ 4.99	\$ 5.14	\$ 5.29	\$ 5.45	\$ 5.62
Outbound Mail Responses	Price per response	N/A	Single price for one task	\$ 6.06	\$ 6.24	\$ 6.43	\$ 6.62	\$ 6.82	\$ 7.02
Other Contact Center Support	Price per interaction	N/A	Single price for one task	\$ 6.06	\$ 6.24	\$ 6.43	\$ 6.62	\$ 6.82	\$ 7.02

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Operating Elements	Pricing Model	Annual Volume / Tier Range	Base Ordering Period - Three (3) years			Optional Ordering Period - Three (3) years		
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
BACK-OFFICE PROCESSING - PAGE 1								
Eligibility Processing								
Processing FAFSA Applications	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Processing FAFSA Corrections	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Student Aid Report (SAR) Correction Forms	Price per task	Single price for one task	\$ 3.61	\$ 3.72	\$ 3.83	\$ 3.94	\$ 4.06	\$ 4.19
Processing Signature Pages	Price per task	Single price for one task	\$ 2.17	\$ 2.23	\$ 2.30	\$ 2.37	\$ 2.44	\$ 2.51
Other eligibility tasks	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Origination and Disbursement Processing								
Applicant Support Services								
PLUS Loan Adverse Credit Determination Appeals	Price per task	Single price for one task	\$ 86.65	\$ 89.24	\$ 91.92	\$ 94.68	\$ 97.52	\$ 100.45
School Support Services								
Comingled Account Research and Resolution	Price per task	Single price for one task	\$ 346.58	\$ 356.98	\$ 367.69	\$ 378.72	\$ 390.08	\$ 401.78
Ancillary Services Support -Paper MPN and Endorser Addenda Processing	Price per task	Single price for one task	\$ 346.58	\$ 356.98	\$ 367.69	\$ 378.72	\$ 390.08	\$ 401.78
Reconciliation and Close-Out Activities	Price per task	Single price for one task	\$ 346.58	\$ 356.98	\$ 367.69	\$ 378.72	\$ 390.08	\$ 401.78
Fiscal Operations Report and Application to Participate (FISAP) Support	Price per task	Single price for one task	\$ 346.58	\$ 356.98	\$ 367.69	\$ 378.72	\$ 390.08	\$ 401.78
Subsidized Usage Limit Applies Inquiry Research	Price per task	Single price for one task	\$ 346.58	\$ 356.98	\$ 367.69	\$ 378.72	\$ 390.08	\$ 401.78
Return of Title IV (R2T4) Support	Price per task	Single price for one task	\$ 346.58	\$ 356.98	\$ 367.69	\$ 378.72	\$ 390.08	\$ 401.78
Campus Based Support								
Campus Based Pre and Post-Funds Closeout Outreach	Price per task	Single price for one task	\$ 346.58	\$ 356.98	\$ 367.69	\$ 378.72	\$ 390.08	\$ 401.78
Campus Based Canceling Award Years and Available Balances Outreach	Price per task	Single price for one task	\$ 346.58	\$ 356.98	\$ 367.69	\$ 378.72	\$ 390.08	\$ 401.78
Other origination and disbursement tasks	Price per task	Single price for one task	\$ 173.29	\$ 178.49	\$ 183.84	\$ 189.36	\$ 195.04	\$ 200.89
Life of Loan & Grant Processing								
Repayment Plan and Recertifications Processing								
Repayment Plan Processing (non-IDR)	Price per task	Single price for one task	\$ 3.61	\$ 3.72	\$ 3.83	\$ 3.94	\$ 4.06	\$ 4.19
Income-Driven Repayment (IDR) Plan Processing	Price per task	Single price for one task	\$ 10.83	\$ 11.16	\$ 11.49	\$ 11.83	\$ 12.19	\$ 12.56
Income-Driven Repayment (IDR) Plan Annual Recertifications	Price per task	Single price for one task	\$ 10.83	\$ 11.16	\$ 11.49	\$ 11.83	\$ 12.19	\$ 12.56
Other Repayment Plan and Recertification Processing	Price per task	Single price for one task	\$ 10.83	\$ 11.16	\$ 11.49	\$ 11.83	\$ 12.19	\$ 12.56
Military Benefits Review and Application Processing								
Conducting Account Review and Application of Benefit	Price per task	Single price for one task	\$ 3.61	\$ 3.72	\$ 3.83	\$ 3.94	\$ 4.06	\$ 4.19
TEACH Grant Processing								
TEACH Grant Manual Adjustments	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
TEACH Certification Applications-Reviewed/Approved	Price per task	Single price for one task	\$ 5.78	\$ 5.95	\$ 6.13	\$ 6.31	\$ 6.50	\$ 6.70
TEACH Certification Applications-Reviewed/Denied	Price per task	Single price for one task	\$ 5.78	\$ 5.95	\$ 6.13	\$ 6.31	\$ 6.50	\$ 6.70
Other TEACH Grant Processing	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
PSLF/TEPSLF Processing								
Employment Certification Form Processing	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Application Processing -Approved	Price per task	Single price for one task	\$ 64.98	\$ 66.93	\$ 68.94	\$ 71.01	\$ 73.14	\$ 75.33
Application Processing - Denied/Ineligible	Price per task	Single price for one task	\$ 64.98	\$ 66.93	\$ 68.94	\$ 71.01	\$ 73.14	\$ 75.33
PSLF/TEPSLF Reconsideration	Price per task	Single price for one task	\$ 10.83	\$ 11.16	\$ 11.49	\$ 11.83	\$ 12.19	\$ 12.56
Manual Payment Counting	Price per task	Single price for one task	\$ 57.76	\$ 59.50	\$ 61.28	\$ 63.12	\$ 65.01	\$ 66.96
Other PSLF/TEPSLF Processing Tasks	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Deferment Processing								
Deferments Processing	Price per task	Single price for one task	\$ 3.61	\$ 3.72	\$ 3.83	\$ 3.94	\$ 4.06	\$ 4.19
Forbearance Processing								
Forbearances Processing	Price per task	Single price for one task	\$ 2.17	\$ 2.23	\$ 2.30	\$ 2.37	\$ 2.44	\$ 2.51
Discharge Processing (Intake, review, follow-up, and post-determination processing)								
Discharge Processing	Price per task	Single price for one task	\$ 10.83	\$ 11.16	\$ 11.49	\$ 11.83	\$ 12.19	\$ 12.56

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Operating Elements	Pricing Model	Annual Volume / Tier Range	Base Ordering Period - Three (3) years			Optional Ordering Period - Three (3) years		
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
BACK-OFFICE PROCESSING - PAGE 2								
Bankruptcy Processing Support								
Timely filing proof of claims	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Timely review of repayment plans and escalating to FSA	Price per task	Single price for one task	\$ 10.83	\$ 11.16	\$ 11.49	\$ 11.83	\$ 12.19	\$ 12.56
Other Bankruptcy Support Processing	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Total & Permanent Disability (TPD) Discharge Processing								
TPD Application Processing - Approved	Price per task	Single price for one task	\$ 14.44	\$ 14.87	\$ 15.32	\$ 15.78	\$ 16.25	\$ 16.74
TPD Application Processing - Denied	Price per task	Single price for one task	\$ 14.44	\$ 14.87	\$ 15.32	\$ 15.78	\$ 16.25	\$ 16.74
TPD Annual Monitoring - Approved	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
TPD Annual Monitoring - Denied	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Other TPD Processing	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Borrower Defense Processing								
Borrower Defense Application Processing (Intake, review, and follow-up)	Price per task	Single price for one task	\$ 14.44	\$ 14.87	\$ 15.32	\$ 15.78	\$ 16.25	\$ 16.74
Borrower Defense Requests for Reconsideration Processing (Intake, review, and follow-up)	Price per task	Single price for one task	\$ 14.44	\$ 14.87	\$ 15.32	\$ 15.78	\$ 16.25	\$ 16.74
Discharge Request (Post-determination Processing)	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Other Borrower Defense Processing Tasks	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Cohort Default Rate (CDR) Appeals Processing								
CDR Appeal Review/Research and escalation	Price per task	Single price for one task	\$ 64.98	\$ 66.93	\$ 68.94	\$ 71.01	\$ 73.14	\$ 75.33
CDR Appeal Response	Price per task	Single price for one task	\$ 21.66	\$ 22.31	\$ 22.98	\$ 23.67	\$ 24.38	\$ 25.11
Other Cohort Default Rate Processing	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Fair Credit Reporting Act (FCRA) Credit Dispute Processing								
Responding to Disputes (E-Oscar, Trade, and Direct)	Price per task	Single price for one task	\$ 21.66	\$ 22.31	\$ 22.98	\$ 23.67	\$ 24.38	\$ 25.11
OIG Fraud Referral Case Management and Resolution Processing								
Complete intake referrals	Price per task	Single price for one task	\$ 3.61	\$ 3.72	\$ 3.83	\$ 3.94	\$ 4.06	\$ 4.19
Research Fraud referrals	Price per task	Single price for one task	\$ 346.58	\$ 356.98	\$ 367.69	\$ 378.72	\$ 390.08	\$ 401.78
Initial Risk Tier Determination	Price per task	Single price for one task	\$ 606.52	\$ 624.71	\$ 643.45	\$ 662.76	\$ 682.64	\$ 703.12
Initiate and execute final referral disposition	Price per task	Single price for one task	\$ 21.66	\$ 22.31	\$ 22.98	\$ 23.67	\$ 24.38	\$ 25.11
Other OIG Fraud Referral Processing	Price per task	Single price for one task	\$ 173.29	\$ 178.49	\$ 183.84	\$ 189.36	\$ 195.04	\$ 200.89
Feedback Center & Ombudsman Group Case Management and Resolution Processing								
Feedback/Dispute Non-Call Case Intake, Screening, and Assignment	Price per task	Single price for one task	\$ 2.17	\$ 2.23	\$ 2.30	\$ 2.37	\$ 2.44	\$ 2.51
Feedback/Dispute Case Research and Escalation	Price per task	Single price for one task	\$ 43.32	\$ 44.62	\$ 45.96	\$ 47.34	\$ 48.76	\$ 50.22
Feedback/Dispute Case Closure	Price per task	Single price for one task	\$ 21.66	\$ 22.31	\$ 22.98	\$ 23.67	\$ 24.38	\$ 25.11
Other Feedback Center & Ombudsman Processing	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Collection/Default Activities Processing								
Administrative Wage Garnishment (AWG)	Price per task	Single price for one task	\$ 25.27	\$ 26.03	\$ 26.81	\$ 27.61	\$ 28.44	\$ 29.30
Treasury Offset/Federal Salary Offset	Price per task	Single price for one task	\$ 21.66	\$ 22.31	\$ 22.98	\$ 23.67	\$ 24.38	\$ 25.11
Litigation Referrals	Price per task	Single price for one task	\$ 43.32	\$ 44.62	\$ 45.96	\$ 47.34	\$ 48.76	\$ 50.22
Loan Rehabilitation	Price per task	Single price for one task	\$ 32.49	\$ 33.47	\$ 34.47	\$ 35.50	\$ 36.57	\$ 37.67
Title IV Reinstatement	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Other Collection/Default Activities	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Miscellaneous Life of Loan & Grant Processing								
Account Research and Response for Disputes/Escalations	Price per task	Single price for one task	\$ 43.32	\$ 44.62	\$ 45.96	\$ 47.34	\$ 48.76	\$ 50.22
Account Research and Escalations	Price per task	Single price for one task	\$ 21.66	\$ 22.31	\$ 22.98	\$ 23.67	\$ 24.38	\$ 25.11
Reviewing and Responding to Control Mail	Price per task	Single price for one task	\$ 43.32	\$ 44.62	\$ 45.96	\$ 47.34	\$ 48.76	\$ 50.22
Responding to General Correspondence/Requests for Information	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
NSLDS/Enrollment Reporting Updates and Changes	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Payment Exception and Refund Processing	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Account Status Change and Manual Adjustments	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Manual Skip Tracing	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37
Other Life of Loan & Grant Processing	Price per task	Single price for one task	\$ 7.22	\$ 7.44	\$ 7.66	\$ 7.89	\$ 8.13	\$ 8.37

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 Contract No. 91003120D0008

2.1 COMMON PRICING TASK DESCRIPTIONS

Task	Description
CONTACT CENTER SUPPORT	
Contact Center Support (6AM-11PM/7)	
Inbound Calls	Phone calls initiated by a customer, partner, or 3rd party that is fielded by a BPO.
Outbound Calls - with Customer	Initiated and connected calls as part of an outbound campaign that result in contact with the borrower.
Outbound Calls - with 3rd Party or Entity	Initiated and connected calls as part of an outbound campaign that result in a call with a third party/entity.
Inbound Calls - Default	Phone calls related to default recovery initiated by a customer, partner, or 3rd party that is fielded by a BPO.
Outbound Calls - Default - with Customer	Initiated and connected calls related to default recovery as part of an outbound campaign that result in contact with the borrower.
Outbound Calls - Default - with 3rd Party or Entity	Initiated and connected calls related to default recovery as part of an outbound campaign that result in a call with a third party/entity.
Chat Sessions	Live Agent Chats initiated by customers, partners, or 3rd parties that are routed to and fielded by a BPO.
Inbound Social Media Inquiries	Customer, Partner, and 3rd party comments or questions on social media that are routed to and fielded by a BPO.
SMS/Texts Exchanges	Customer, Partner, and 3rd party comments or questions initiated via SMS that are routed to and fielded by a BPO.
Manual Email Exchanges	Email correspondence completed by BPOs in response to a customer or partner inquiry.
Outbound Mail Responses	Manual mail correspondence completed by BPOs in response to a customer or partner inquiry.
Other Contact Center Support	This includes other Contact Center Support activities not included in the above list.
BACK-OFFICE PROCESSING	
Eligibility Processing	
Processing FAFSA Applications	Processing applications received. This includes reviewing for completeness, ensuring data is entered in a valid format, and submitting the application for transmission or rejection.
Processing FAFSA Corrections	Processing applications corrections. This includes reviewing for completeness, ensuring data is entered in a valid format, and submitting the application for transmission or rejection.
Student Aid Report (SAR) Correction Forms	Processing changes and/or corrections to SAR data. This includes reviewing for completeness, ensuring data is entered in a valid format, and submitting the application for transmission or rejection.
Processing Signature Pages	Processing signature pages received. This includes reviewing documents (applications, correction applications, SARs, and signature pages) to ensure signatures are valid and meet FSA's requirements.

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Other eligibility tasks	This includes other Eligibility task activities not included in the above list.
Origination and Disbursement Processing	
<i>Applicant Support Services</i>	
PLUS Loan Adverse Credit Determination Appeals	Perform processing in support of the credit appeal process for reconsideration and due to extenuating circumstances. <ul style="list-style-type: none"> • PLUS Reconsideration Appeal • PLUS Appeal due to Extenuating Circumstance
<i>School Support Services</i>	
Comingled Account Research and Resolution	Performing comingled research and resolving account issues.
Ancillary Services Support -Paper MPN and Endorser Addenda Processing	Paper MPN and Endorser Addenda processing (Review, inspection, and acceptance or rejection).
Reconciliation and Close-Out Activities	Support of reconciliation activities for each program between school records and the information on the origination and disbursement system to include school monitoring, school account statement, and assistance in resolving discrepancies. Year-end completion of reconciliation activities and processing for each program with a goal of zero ending cash balance for the year.
Fiscal Operations Report and Application to Participate (FISAP) Support	Assisting schools in completing and submitting the FISAP funding for the upcoming year and reporting expenditures from the prior year. Support for Money Flow and Changes of Affiliation outreach.
Subsidized Usage Limit Applies Inquiry Research	Assist and respond to schools with SULA related issues involving both the origination and disbursement system reporting and NSLDS reporting.
Return of Title IV (R2T4) Support	Support to schools of the R2T4 process, to include but not limited to, technical and operational support.
Campus Based Support	Campus-Based Pre-and Post-Funds Closeout Outreach. Campus-Based Canceling Award Years and Available Balances Outreach.
Campus Based Pre- and Post-Funds Closeout Outreach	<p><u>Pre-Funds Closeout Outreach:</u> FSA generates a report comparing the G5 drawdown amount to reported school FISAP data. Schools that have a “potential” Unprocessed Deobligation (UD) will receive 3 outreaches from Customer Service for schools to review their reported expenditures and make adjustments as needed before Close-out which is generated in February.</p> <p><u>Post-Funds Closeout Outreach:</u> FSA generates a UD report for schools that need outreach based on balances owed to the department (UD). Customer Service conducts 3 outreaches as well.</p>

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Campus Based Canceling Award Years and Available Balances Outreach	FSA generates a report for schools that have available balances in the canceling award year. Four (4) outreaches are conducted throughout the year starting in December, March, July, and September. For example: AY2014-2015 is canceling for Campus-Based on September 30, 2020. Schools are requested to reconcile and if determined valid; schools should draw down the funds in G5 or if not then confirm if funds should be reduced.
Other origination and disbursement tasks	This includes other Origination and Disbursement Task activities not included in the above list.
Life of Loan & Grant Processing	
<i>Repayment Plan and Recertifications Processing</i>	
Repayment Plan Processing (non-IDR)	Processing a manual request to change the borrower repayment plan from one plan to a non-IDR plan (e.g. standard, consolidated standard, graduated, alternative, etc.).
Income-Driven Repayment (IDR) Plan Processing	Processing a manual application for IDR (e.g. ICR, IBR, PAYE, REPAYE, NEW IBR, ISR, etc.).
Income-Driven Repayment (IDR) Plan Annual Recertifications	Processing a manual application for IDR Recertification.
Other Repayment Plan and Recertification Processing	This includes other Repayment Plan and Recertification Processing activities not included in the above list.
<i>Military Benefits Review and Application Processing</i>	Manually reviewing an application, servicing history, recipient records, supporting documentation, and other available data to apply Servicemembers Civil Relief Act (SCRA) Interest Rate Cap, 0% interest caps, HEROES Act waivers and other associated benefits. NOTE: Military related deferments are to be captured under "Deferment Processing." Moreover, discharge due to a service-connected disability is captured under "Total & Permanent Disability Discharge."
Conducting Account Review and Application of Benefit	Reviewing an application, recipient records, supporting documentation, available date and/or service-related documents to determine qualifications for military-related benefits. Applying benefits (e.g. interest rate change) to the account.
<i>TEACH Grant Processing</i>	
TEACH Grant Manual Adjustments	Manually reviewing servicing histories, recipient records, and other available data to adjustments TEACH Grant service obligations and/or years of qualifying service.
TEACH Certification Applications-Reviewed/Approved	Reviewing a TEACH Grant certification of service application that is approved.
TEACH Certification Applications-Reviewed/Denied	Reviewing a TEACH Grant certification of service application that is denied.
Other TEACH Grant Processing	This includes other TEACH Grant Processing activities not included in the above list.
<i>Public Service Loan Forgiveness and Temporary Expanded Public Service Loan Forgiveness (PSLF/TEPSLF) Processing</i>	
Employment Certification Form Processing	Reviewing an application and other supporting information to decide on qualifying employment. May require escalation to FSA as needed.

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Application Processing -Approved	Reviewing an application, recipient records, supporting documentation, reviewing qualifying payments and employment, escalating to FSA for final decision and applying determination.
Application Processing - Denied/Ineligible	Reviewing an application, recipient records, supporting documentation, reviewing qualifying payments and employment, and escalating to FSA as needed or applying determination.
PSLF/TEPSLF Reconsideration	Reviewing requests for reconsideration, drafting dispute summary as needed, and/or escalating to FSA as needed.
Manual Payment Counting	Reviewing past borrower payments and financial histories, and other supporting information, to determine whether a payment is qualifying for PSLF purposes.
Other PSLF/TEPSLF Processing Tasks	This includes other PSLF/TEPSLF Processing activities not included in the above list.
<i>Deferment Processing</i>	
Deferments Processing	Reviewing an application, recipient records, supporting documentation, and other available data to make a deferment determination for one of the available deferment types authorized under the Higher Education Act and regulations thereof.
<i>Forbearance Processing</i>	
Forbearances Processing	Reviewing an application, recipient records, supporting documentation, and other available data to make a deferment determination for one of the available forbearance types authorized under the Higher Education Act and regulations thereof.
<i>Discharge Processing (Intake, review, follow-up, and post-determination processing)</i>	
Discharge Processing	Reviewing an application, recipient records, supporting documentation, and other available data (e.g. servicing histories, school records, non-ED data, etc.) to perform a pre-determination and apply FSA's final determination for any of the discharge categories authorized under the Higher Education Act and regulations thereof.
<i>Bankruptcy Processing Support</i>	
Timely filing proof of claims	Supporting bankruptcy processing by timely filing proof of claims and reviewing court-ordered repayment plans.
Timely review of repayment plans and escalating to FSA	Completing a bankruptcy proof of claim form and submitting to federal court for filing.
Timely review of repayment plans and escalating to FSA	Reviewing bankruptcy repayment plans/orders to identify the objectionable language and/or applying details of an order. Escalating to FSA as needed.
Other Bankruptcy Support Processing	This includes other Bankruptcy Support Processing activities not included in the above list.
<i>Total & Permanent Disability Discharge Processing</i>	
TPD Application Processing - Approved	Reviewing an application for Discharge due to Total and Permanent Disability, performing a pre-determination, applying FSA's final determination, and performing on-going monitoring as needed.
TPD Application Processing - Denied	Processing a manual application/matched application for TPD Discharge – Approved
	Processing a manual application/matched application for TPD Discharge – Denied

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TPD Annual Monitoring - Approved	Manually reviewing annual income documentation from TPD applicants who are undergoing their 3-year monitoring and approving.
TPD Annual Monitoring - Denied	Manually reviewing annual income documentation from TPD applicants who are undergoing their 3-year monitoring and denying.
Other TPD Processing	This includes other TPD Processing activities not included in the above list.
<i>Borrower Defense Processing</i>	
Borrower Defense Application Processing (Intake, review, and follow-up)	All activities necessary to ensure the case creation, reviewing case details, following up with parties as needed, applying forbearance, and assigning the case to the appropriate party. Note: After a borrower defense claim is submitted or created; the Contractor will review the claim for completeness and accuracy prior to sending to FSA for review of the borrower defense claim.
Borrower Defense Requests for Reconsideration Processing (Intake, review, and follow-up)	All activities necessary to ensure the case creation, reviewing case details, following up with parties as needed, applying forbearance, and assigning the case to the appropriate party. Note: In addition to reviewing this can include, drafting summary of issue as needed, and/or escalating to FSA as needed.
Discharge Request (Post-determination Processing)	<p>Post-determination processing is the phase of the lifecycle when a determination or decision is made on the application or a "Request for Reconsideration" and then the decision needs to be processed. This includes processing a stop forbearance, processing of interest credit requests, refund requests, and providing school notification.</p> <p><u>Interest Credit Request:</u> Review each loan and calculate the interest credit amount based on calculation from FSA. Apply the interest adjustment transaction on the servicing system. Annotate the borrower account with information on why the interest credit was applied. Update the system with the interest credit request status and interest amount, date, and calculation information. Upload notices/documentation related to the interest credit to the system.</p> <p><u>Refund Request:</u> Review each loan and determine if a refund must be applied to the loan based on the information in the system. Apply for the refund (if applicable) to the loan on the servicing system and annotate the servicing system on why the refund has occurred. Update the system with the refund request status, amount, date, and all notices sent to the borrower.</p>
Other Borrower Defense Processing Tasks	This includes other Borrower Defense Processing Task activities not included in the above list.
<i>Cohort Default Rate (CDR) Appeals Processing</i>	
CDR Appeal Review/Research and escalation	Review CDR appeals received, research issues presented and data, summarize findings, and escalate to FSA as needed.
CDR Appeal Response	Drafting CDR response as needed.

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Other Cohort Default Rate Processing	This includes other Cohort Default Rate Processing activities not included in the above list.
<i>Fair Credit Reporting Act (FCRA) Credit Dispute Processing</i>	
Responding to Disputes (E-Oscar, Trade, and Direct)	Reviewing, researching, and responding to disputes submitted by borrowers to Credit Reporting Agencies (CRA's), ACDV's, Trade block lifts, and direct disputes received under applicable FCRA regulations and submitting manual adjustments.
<i>Office of Inspector General (OIG) Fraud Referral Case Management and Resolution Processing</i>	
Complete intake referrals	Complete intake of referrals received from the OIG.
Research Fraud referrals	Research fraud referrals received from the OIG, including collecting additional data from FSA stakeholder offices, systems, or schools.
Initial Risk Tier Determination	Analyze referrals to determine initial risk tier designation.
Initiate and execute final referral disposition	Initiate and execute final disposition of referrals in coordination with FSA stakeholder offices.
Other OIG Fraud Referral Processing	Analyze fraud referrals to identify process and control improvements to prevent or detect fraud.
<i>Feedback Center & Ombudsman Group Case Management and Resolution Processing</i>	
Feedback/Dispute Non-Call Case Intake, Screening, and Assignment	All activities necessary to ensure the case creation and assignment to the appropriate parties.
Feedback/Dispute Case Research and Escalation	All activities necessary to contact appropriate parties; compile and evaluate information relevant to the case; execute contacts to complainants; negotiate acceptable resolutions; craft and send outgoing messages; determine whether subsequent contacts require case re-work.
Feedback/Dispute Case Closure	All activities necessary to properly document steps taken to resolve the matter; update the case record in the system with accurate data concerning case topic, resolution type, and outcome, and closing date.
Other Feedback Center & Ombudsman Processing	This includes other Feedback Center & Ombudsman Processing activities not included in the above list.
<i>Collection/Default Activities Processing</i>	
Administrative Wage Garnishment (AWG)	Identify candidates for garnishment (non-payers, not working toward resolution), locate employer and verify employment, process employer certification forms, initiate due process notice (cause DMCS system to send notice), establish voluntary repayment agreements with borrowers who respond to notice, draft hearing responses to borrowers who request a hearing in response to notice, monitor accounts for events that require suspension of AWG (bankruptcy, etc.), respond to inquiries from employers and borrowers, notify employers when payment in full is imminent, send stop garnishment notices (fax), and issue refunds.
Treasury Offset/Federal Salary Offset	Establish voluntary repayment agreements with borrowers who respond to notice, draft hearing responses to borrowers who request a hearing in response to notice, respond to calls from borrowers who have been offset, respond to hardship claims, and issue refunds.

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Litigation Referrals	Identify candidates for litigation, prepare litigation package, support reconciliation with DOJ, update accounts to conform with terms of judgment, prepare release and satisfaction of judgment packages, and notify DOJ of discharge requests.
Loan Rehabilitation	Counsel borrowers on benefits and requirements of the program, review borrower financial docs and calculate monthly payment amount, send rehabilitation agreement letter to borrower, and review signed rehabilitation agreement for acceptability.
Title IV Reinstatement	Counsel borrowers on TIV requirements, monitor accounts for reinstatement eligibility, send reinstatement letter, and update NSLDS status.
Other Collection/Default Activities	Establish reasonable and affordable repayment agreements, incarceration verifications, and manual CAIVRS updates.
<i>Miscellaneous Life of Loan & Grant Processing</i>	
Account Research and Response for Disputes/Escalations	Reviewing escalated inquiries, drafting correspondence as needed.
Account Research and Escalations	Reviewing escalated inquiries and escalating to FSA as needed.
Reviewing and Responding to Control Mail	Reviewing, preparing, and responding to control correspondence. Control correspondence includes items sent to Federal Student Aid from the White House, Members of Congress, State Attorneys General, the Department of Education's Office of Inspector General, and other high Government officials. In addition, FSA may at its discretion designate other items as a control mail item.
Responding to General Correspondence/Requests for Information	Manual responses to customer correspondence/requests when needed (e.g. sending documents, histories, addressing questions, etc.)
NSLDS/Enrollment Reporting Updates and Changes	Manually reviewing and adjusting NSLDS and/or enrollment reporting as needed.
Payment Exception and Refund Processing	Payment research and Reapplication of payments and/or refund processing.
Account Status Change and Manual Adjustments	Reviewing accounts to perform manual adjustments as needed (e.g. repayment and billing adjustments, conversion to repayment, adjusting account status, removing and/or reapplying borrower benefits, name change/SSN merge, et cetera).
Manual Skip Tracing	Performing skip tracing activities to locate and verify a customer's address, telephone number, or other contact details.
Other Life of Loan & Grant Processing	This includes other Life of Loan & Grant Processing activities not included in the above list.

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SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

1.0 PURPOSE

The purpose of this Common Performance Work Statement (PWS) is to define the scope of work to be performed and the Common Performance Standards to be achieved by contractors as part of the U.S. Department of Education, Office of Federal Student Aid (FSA), Next Generation Financial Services Environment, Business Process Operations Program (Next Gen BPO).

2.0 BACKGROUND

Next Gen BPO is a component of the Next Gen initiative and supports FSA's overall strategic goal to provide a more efficient and effective customer experience to the students, parents, and borrowers FSA serves.

FSA intends to accomplish its goal by contracting with vendors who will execute contact center operations and back-office processing activities encompassing the full student aid lifecycle, from disbursement to payoff, in a manner consistent with leading financial services providers and other industry leaders recognized for their customer service to:

- Deliver efficient and effective customer and partner experiences;
- Improve customer outcomes, overall portfolio performance, and compliance with consumer protection standards; and
- Establish greater operational flexibility and reduce operational complexity.

Next Gen BPO Providers will provide personnel to operate under FSA's single brand, provide an enhanced level of service beyond today's environment, and support operations across the entire lifecycle of student aid.

Description of Services

The services contemplated under this NexGen BPO multiple award Indefinite Delivery Indefinite Quantity (IDIQ) Contract include the personnel and equipment, utilizing the provided environment and tools required to execute the following support services: **Contact Center Support** and **Back-Office Processing**.

Contact Center Support includes but is not limited to: Inbound/Outbound Calls, Chat Sessions, Inbound Social Media Inquiries, SMS/Texts Exchanges, Manual Email Exchanges, Outbound Mail Responses, and Other Contact Center Support.

Back-Office Processing includes but is not limited to: Eligibility Processing, Origination and Disbursement Processing, Applicant Support Services, School Support Services, Campus Based Support, Life of Loan & Grant Processing, Repayment Plan and Recertifications Processing, Military Benefits Review and Application Processing, Teacher Education Assistance for College and Higher Education (TEACH) Grant Processing, Public Service Loan Forgiveness and Temporary Expanded Public Service Loan Forgiveness (PSLF/TEPSLF) Processing, Deferment Processing, Forbearance Processing, Discharge Processing (Intake, review, follow-up, and post-

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determination processing), Bankruptcy Processing Support, Total & Permanent Disability Discharge Processing, Borrower Defense Processing, Cohort Default Rate (CDR) Appeals Processing, Fair Credit Reporting Agency (FCRA) Credit Dispute Processing, Office of Inspector General (OIG) Fraud Referral Case Management and Resolution Processing, Feedback Center & Ombudsman Group Case Management and Resolution Processing, Collection/Default Activities Processing, and Miscellaneous Life of Loan & Grant Processing.

3.0 CONTRACT INFORMATION

Contract Type: Firm-Fixed Price IDIQ Contract.

Period of Performance: Performance of this contract shall be for a Base Ordering Period of three years and an Optional Ordering Period of three years.

Table 1 – Next Gen BPO Period of Performance

Period of Performance	Duration
Base Ordering Period: June 23, 2020 through June 22, 2023	3 years (36 Months)
Optional Ordering Period: June 23, 2023 through June 22, 2026	3 years (36 Months)
Total (if Optional Ordering Period is exercised)	6 years (72 months)

Place of Performance: Performance shall be performed at Contractor managed facilities within 48 contiguous states or the District of Columbia unless specifically authorized by FSA.

Observance of Federal Holidays: Deliverables due on a Saturday, Sunday, or the following Federal holidays shall be due on the following business day.

Federal Holidays		
1	New Year's Day	January 1
2	Martin Luther King's Birthday	3 rd Monday in January
3	President's Day	3 rd Monday in February
4	Memorial Day	Last Monday in May
5	Independence Day	July 4
6	Labor Day	1 st Monday in September
7	Columbus Day	2 nd Monday in October
8	Veterans Day	November 11
9	Thanksgiving Day	4 th Thursday in November
10	Christmas Day	December 25

4.0 SCOPE OF WORK, REQUIREMENTS, AND MILESTONES

4.1 CUSTOMER EXPERIENCE FOCUS

Next Gen BPO Providers shall prioritize customer and partner needs and preferences by meeting or exceeding FSA's Common Performance Standards to deliver an improved experience throughout the lifecycle of student aid. Next Gen BPO Providers shall use the Training and

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Knowledge Management solution and associated tools provided by FSA, another Next Gen Solution, and/or another designated vendor to ensure a standardized and consistent approach across all contact centers. **Note:** Additional context on the current and future state tasks can be found in the following attachments: Attachment 2 – Current State Customer Tasks, Attachment 3 – Current State Partner Tasks, and Attachment 4 – Top Customer Pain Points.

Next Gen BPO Providers shall:

- 4.1.1 Provide personnel that is training-certified to respond to all customer and partner inquiries across the lifecycle of student aid,
- 4.1.2 Provide personnel across customer and partner channels to deliver an experience that is consistent with or better than the FSA Common Performance Standards, and
- 4.1.3 Collaborate with FSA, other designated vendors, and Next Gen partners to establish, prioritize, and deploy new functionality and associated training to meet customer and partner needs and create operational efficiencies.

4.2 GENERAL OPERATING REQUIREMENTS:

In addition to the customer experience focused requirements described above, FSA has identified the following general operating requirements needed to support Next Gen BPO.

4.2.1 Managing Expansion Activities, Site Visits, On-site Examinations, Off-site Monitoring, and Capacity

4.2.1.1 Next Gen BPO Providers shall be responsible for any expansion activities associated with their performance under this IDIQ and any resulting task orders.

4.2.1.1.1 Next Gen BPO Providers shall seek and obtain approval from FSA prior to relocation of contact center facilities.

4.2.1.1.2 Next Gen BPO Providers shall provide a relocation plan describing approach for continued operations.

4.2.1.1.3 Next Gen BPO Providers shall ensure there is no degradation of services to inquiries or activities during any relocation or expansion activities.

4.2.1.2 Next Gen BPO Providers shall support regularly scheduled site visits, on-site examinations, and off-site monitoring and allow full access into all contract related facilities (including data centers or other support locations), at any time during normal operating hours, to FSA employees or persons designated by FSA.

4.2.1.2.1 Next Gen BPO Providers shall provide all logistical support including, but not limited to agenda preparation, facility preparation, action item tracking and detailed meeting minutes.

4.2.1.3 FSA may provide on-site monitors (2 to 4-person teams) at Next Gen BPO locations to offer continuous engagement opportunities designed to improve the Customer and Partner Experience through proactive engagement, monitoring, and oversight. Designated on-site monitors may serve as a primary point of contact for matters associated with specified functional areas. Refer to Section H-5 for a definition of “Functional Area.”

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4.2.1.3.1 Next Gen BPO providers shall ensure access to facilities to accommodate on-site monitors as well as provide access to dedicated space, conference rooms, and internet and telephone connectivity with associated technical support.

4.2.1.4 Next Gen BPO Providers shall ensure successful implementation, operation, and management of the IDIQ and subsequent task order requirements.

4.2.1.5 Next Gen BPO Providers shall provide sufficient capacity to support projected call volumes, workload estimates, and call routing to meet or exceed FSA’s Common Performance Standards.

4.2.2 Hours of Operation

Table 2 below provides the required hours of operation for the FSA Next Gen BPO Contact Centers. FSA expects all interaction channels to be available during “Standard Hours of Operation” as permitted by law. Any changes to the hours of operation will be done through the issuance of a Task Order identifying the change and the impacted functional areas.

Table 2 – Next Gen BPO Hours of Operation

Category	Operating Status
Standard Hours of Operation:	Contractor shall be prepared to establish and maintain operations 6 AM to 11 PM Eastern Standard Time, 7 days/week, excluding Federal holidays.

4.2.3 Language Requirement

Contact center support shall be provided in English and Spanish for all hours and days of operation. Other language needs will be supported by another Next Gen partner or an existing or new FSA solution. Contact center support shall include inbound and outbound inquiries across multiple channels (e.g., phone, email, chat, social media, SMS/text, fax, mail). English and Spanish support shall be provided for back-office processing tasks as well.

4.2.4 Performance Management

Next Gen BPO Providers shall adhere to FSA’s Common Performance Standards and shall implement performance management mechanisms that will enable improved and ongoing achievement of these metrics. FSA will utilize a Traffic Light methodology to support Next Gen BPO Performance Management and to document achievement of the established Service Level Agreement (SLA). Traffic Light Scorecards and/or reports will be used to document Next Gen BPO Providers’ performance. Performance will be evaluated monthly and evaluations will be utilized to determine the future allocation of work and accounts to Next Gen BPO Providers. Common Performance Standards consist of two (2) tiers of Service Level Agreement Metrics (“SLA Metrics”) as shown in Tables 3 and 4 below. **Note:** Tier-1 SLA Metrics include the most critical performance metrics, as determined by FSA. Tier-2 SLA Metrics cover a broader set of performance metrics to track performance and progress toward desired Next Gen BPO outcomes. The assessment methodology for each metric (e.g., description of each metric, how it is measured, etc.) shall be provided and finalized post award.

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Next Gen BPO Providers shall:

- 4.2.4.1 Develop and execute a strategy to manage assigned customers and newly allocated customers.
- 4.2.4.2 Develop and utilize monitoring and protocols to ensure compliance with Common Performance Standards, consistent customer experiences, and information accuracy for all calls and tasks.
- 4.2.4.3 Deliver and monitor ongoing training and coaching to ensure accurate, consistent information for customers and partners in a manner that ensures attainment of SLA Metrics, without sacrificing customer experience or quality.
- 4.2.4.4 Provide and support regular and ad hoc operational reports in a timely manner that detail performance by functional area.
- 4.2.4.5 Participate in ongoing reviews of operational reports that detail performance by functional area.

Table 3 (Tier 1) and **Table 4** (Tier 2) establish the required performance metrics and associated targets that will be used by FSA to measure vendor performance against the Next Gen vision and goals. Next Gen BPO Providers shall be expected to meet the required targets established for each SLA Metric during contract performance.

Next Gen BPO Providers' performance will be evaluated on a monthly basis using the Traffic Light Scorecard and/or reports to determine if each provider's performance status/level is Green, Yellow, or Red. **Note:** Metrics and associated targets will be measured, tracked and reported more frequently (e.g. daily and weekly).

- **Green:** Next Gen BPO Providers whose performance is at or above the established SLAs. This is defined as vendors who are meeting all Tier-1 SLA Metrics and/or missing no more than five (5) Tier-2 SLA Metrics. These providers will keep their assigned accounts and work and will also be assigned an equitable share of new accounts and work.
- **Yellow:** Next Gen BPO Providers whose performance is below established SLAs, but within the established tolerance. This is defined as providers who are missing no more than two (2) Tier-1 SLA Metrics and/or missing no more than five (5) Tier-2 SLA Metrics. These providers will keep their assigned accounts and work but may not receive new accounts and work.
- **Red:** Next Gen BPO Providers whose performance is below established SLAs and below the established tolerance will require urgent action. This is defined as providers who are missing more than two (2) Tier-1 SLA Metrics and/or more than five (5) Tier-2 SLA Metrics. These providers will not receive new accounts and work, and depending on the severity and demonstrated capacity of the providers, Next Gen BPO Providers may see a portion of their existing accounts and work reallocated to other Next Gen BPO Providers whose performance is at or above the established SLA Metrics.
- **Default Under the Traffic Light Scorecard:** Next Gen BPO Providers are required to maintain Green status for nine (9) months out of every twelve (12) month period in which the provider has any task orders evaluated under the SLAs. Next Gen BPO

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Providers operating at Yellow or Red status for four (4) months or more in any twelve-(12) month period may have their contract terminated for default in accordance with FAR 52.249-8. Further, any Next Gen BPO Providers operating at Red status for three (3) or more consecutive months may have their contract terminated for default in accordance with FAR 52.249-8. A twelve-month period may span across multiple task orders issued under this contract. These provisions assert the circumstance in which a Next Gen BPO Provider may be terminated for default for failing to meet SLAs monitored by the Traffic Light Scorecard. They do not waive or modify any other governmental right or remedy under this contract or at law.

Table 3 – Next Gen BPO Tier 1 Performance Metrics

Tier 1 Performance Metric	Description	Frequency	Targets
Customer Satisfaction Score	Customer Survey results as measured by FSA and/or designated solution.	Monthly	Average Score of 85%
Speed of Answer Service Level	The time it takes for an agent to answer a call once it has been offered out of the IVR.	Monthly	80% in 20 sec 100% in 60 sec
Abandon Rate of Inbound Calls	The percentage of calls that are terminated by the caller once offered out of the IVR to be answered by an agent.	Monthly	2% or less of calls offered to CSRs
Processing FAFSA Applications and Corrections	The time it takes to process FAFSA Applications and Corrections once received.	Monthly	Within 7 Business Days of Receipt
Processing SAR Corrections	The time it takes to process SAR Corrections once received.	Monthly	Within 4 Business Days of Receipt
Processing Signature Pages	The time it takes to process signature pages once received.	Monthly	Within 3 Business Days of Receipt
Feedback/Dispute - General Inquiry and Complaint Case Closure/Resolution	The time it takes for General Inquiry and Complaint cases to complete all case analysis activities, respond to the customer, and close the case. This excludes cases requiring additional information.	Monthly	Within 5 Business Days of Receipt
Feedback/Dispute - Research Case Closure	The time it takes to complete all case analysis activities, respond	Monthly	75% within 50 days;

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	to the customer, and close the case for Dispute/Research cases.		90% within 90 days
Review and Resolution of Unprocessed Title IV Aid Batches (Pell Grant, IASG, TEACH Grant and Direct Loan Origination and Disbursement)	The time it takes to review and resolve unprocessed batches from identification (School batches received that are unprocessed batches will be reviewed each business day).	Monthly	Within 3 Business Days of Receipt
Review and Resolution of PLUS Loan Adverse Credit Determination Appeals	The time it takes to review and resolve PLUS Loan Adverse Credit Determinations.	Monthly	Within 7 Business Days of Receipt
Processing of Incoming Paper MPNs and Endorser Addendum (EA) Mail	The time it takes to process Incoming Paper Master Promissory Notes (MPN) and Endorser Addendums (EA). (All paper MPNs and EAs received that pass the visual review are scanned and imaged).	Monthly	Within 1 Business Days of Receipt
IDR application processing (new & recertification)	The time it takes to review a request for placement on an IDR plan or review recertification of income documentation.	Monthly	Within 7 Business Days of Receipt
PSLF Employer Certification Requests	The time it takes to complete a combined PSLF form identified as an PSLF Employer Certification Request by applying the appropriate update to the borrower's account or responding to borrower with complete answer to inquiry.	Monthly	Within 7 Business Days of Receipt
PSLF Associated Manual Payment Counting	The time it takes to perform a manual count of PSLF qualifying payments following a review of a combined PSLF Form (e.g. Employer Certification or Application for Forgiveness) in cases where payment histories are readily available.	Monthly	Within 14 Business Days of Receipt
PSLF Forgiveness Application processed	The time it takes to review a combined PSLF Form identified as a request for forgiveness and initially approve the application for forgiveness, reject the application for forgiveness, or	Monthly	Within 14 Business Days of Receipt

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	request additional needed information.		
TEACH Certification Request processed	The time it takes to review a request for certification and apply the certification, reject the certification, or request additional needed information.	Monthly	Within 3 Business Days of Receipt
New Borrower Defense Applications Submitted to FSA for Review	The time it takes to review the claim for completeness and accuracy (after a borrower defense claim is submitted or created), prior to sending to FSA for review of the borrower defense claim.	Monthly	50% within 20 days 75% within 30 days
Borrower Defense Outreach – During Intake	The time it takes to create a task and perform the outreach for the case to request missing information on the application or documentation, if outreach to a customer is required. If customer is not reached on first attempt, outreach follow up is every 5 calendar days.	Monthly	100% every 5 Days
TPD Application Process (Initial Review and Pre-Determination)	The time it takes to process TPD Applications, including initial review and pre-determination.	Monthly	Within 3 Business Days of Receipt
Deferment Application processing	The time it takes to review a request for deferment and apply the deferment, reject the deferment, or request additional needed information.	Monthly	Within 3 Business Days of Receipt
Forbearance Application processing	The time it takes to review a request for forbearance and apply the forbearance, reject the forbearance, or request additional needed information.	Monthly	Within 3 Business Days of Receipt
Quality Monitoring	The percentage of interactions that received a passing score on a monthly basis.	Monthly	95% of interactions reviewed must receive a passing score.
First-contact resolution rates	The percentage of contacts that reach a Next Gen BPO agent and are resolved on the first attempt.	Monthly	85% of all interactions

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Back-Office Task processing accuracy (correctly performed first time)	The accuracy of tasks that were subject to quality assurance; measures the percentage of tasks that were performed correctly the first time.	Monthly	95% of all tasks sampled must be performed correctly
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Table 4 – Next Gen BPO Tier 2 Performance Metrics

Tier 2 Performance Metric	Description	Frequency	Targets
Average response time (chat)	The initial offered chat to the agent and the time it takes to make the first acknowledgement of chat.	Monthly	80% in 20 sec 100% in 60 sec
Average turnaround time for Email	The time it takes an agent to respond to an e-mail correspondence.	Monthly	Within 2 Business Days of Receipt
Average turnaround time for Social Media	The time it takes an agent to respond to assigned social media correspondence.	Monthly	80% in 15 min
Average turnaround time for SMS	The time it takes an agent to respond to assigned SMS correspondence.	Monthly	80% in 15 min
Sending Draft Control Mail to FSA	The time it takes to send draft control mail to FSA upon receipt.	Monthly	Within 2 Business Days of Receipt
Modifying Draft Control Mail Upon Rejection	The time it takes to modify draft control mail upon notification of rejection.	Monthly	Within 2 Business Days of Receipt
Feedback/Dispute - Inquires/Complaints Escalation to FSA	The time it takes to escalate an inquiry/complaint to FSA.	Monthly	Within 5 Business Days of Receipt
Feedback/Dispute - Initial Outreach to Inquiries/Complaints	The time it takes to perform initial outreach for inquires/complaints.	Monthly	Within 4 Business Days of Receipt
Feedback/Dispute - Updating Inquiries/Complaints and Research Case Last Outreach.	The percentage of cases on which outreach has been performed in 15 days or less.	Monthly	100% every 15 Days

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Resolution of Commingled Data Incidents	The time it takes to resolve commingled data incidents.	Monthly	Within 21 Business Days of Receipt
Refund Processing (Identification and Submission)	The time it takes to process refunds, from identification to submission.	Monthly	Within 10 Business Days of Request
Initial Response to Administrative Wage Garnishments (AWG), Treasury Offset Program (TOP), and Federal Salary Offset (FSO) Hearing or Request for Review	The time it takes to draft the initial response and send to FSA for review.	Monthly	Within 3 Business Days of Receipt
Draft-Responses for AWG, TOP, and FSA Hearing or Request for Review	The time it takes to draft a response or request for review for AWG, TOP, and FSA.	Monthly	Within 10 Business Days of Receipt
Draft-Revisions for AWG, TOP, and FSA Hearing or Request for Review	The time it takes to draft a revision or request for review for AWG, TOP, and FSA.	Monthly	Within 2 Business Days of Receipt
Discharge Application Processing – Pre-FSA Determination	The time it takes to review a request for discharge and provide a servicer pre-determination to FSA, deny the request, or request additional needed information.	Monthly	Within 15 Business Days of Receipt
Non-control mail (General Correspondence) response time	The time it takes to respond to general correspondence.	Monthly	Within 5 Business Days of Receipt
Accounts brought current after Right Party Contact (using 14-day window)	The percentage of accounts that are brought current after Right Party Contact and are no longer delinquent after interaction.	Monthly	90% of delinquent accounts no longer delinquent after interaction

4.2.5 Established Environment and Tools

Next Gen BPO Providers shall operate within the boundaries of the FSA established environment.

4.2.5.1 Next Gen BPO Providers shall utilize the enabling systems and tools (e.g., Customer Relationship Management (CRM), core processing platform, Contact Center Technical Backbone, Workflow Management, printing, mailing, and imaging) provided by another designated vendor, or an existing FSA solution, as approved by FSA. BPO Providers shall not use or store data outside approved solutions. BPO Providers shall be provided access to data and other solutions as necessary to execute designated functions.

4.2.5.2 Next Gen BPO Providers shall utilize the incident tracking solution provided by another designated vendor or an existing FSA solution, as approved by FSA, to identify issues such as, but not limited to:

4.2.5.2.1 Website/mobile application issues

4.2.5.2.2 System processing issues (i.e. abends, delays, etc.)

4.2.5.2.3 Credit check escalations that require real-time updates

4.2.5.2.4 Any corrections to the financial and portfolio processing requirements (e.g., misapplied payments, missing payments, etc.)

4.2.5.2.5 Any manual errors caused by Next Gen BPO agents processing incorrectly

4.2.5.2.6 Any interface reporting issues (e.g., Common Origination and Disbursement (COD))

4.2.5.2.7 National Student Loan Data System (NSLDS) issues that were not caused by the Next Gen BPO agent processing incorrectly.

4.2.5.3 Next Gen BPO Providers shall:

4.2.5.3.1 Ensure that all personnel are trained on systems and associated tools provided by FSA and/or other Next Gen Solutions. This includes use of telephony and technical backbone solution(s) provided or approved by FSA

4.2.5.3.2 Collaborate with and provide feedback to FSA, Next Gen partners, and/or other designated vendors to improve systems and tools

4.2.5.3.3 Use only FSA-approved systems and associated tools and ensure that data is not stored outside such tools without FSA's permission.

4.2.5.3.4 Ensure that operations across all sites are secure and capable of providing customer and partner support within an ATO-approved environment

4.2.6 Desktop Environment

Next Gen BPO Providers shall adhere to the general operating environment shown in Figure 1, Next Generation Financial Services Next Gen BPO Desktop Environment ("BPO Desktop Diagram"). Additional information on Next Gen BPO desktop applications can be found in

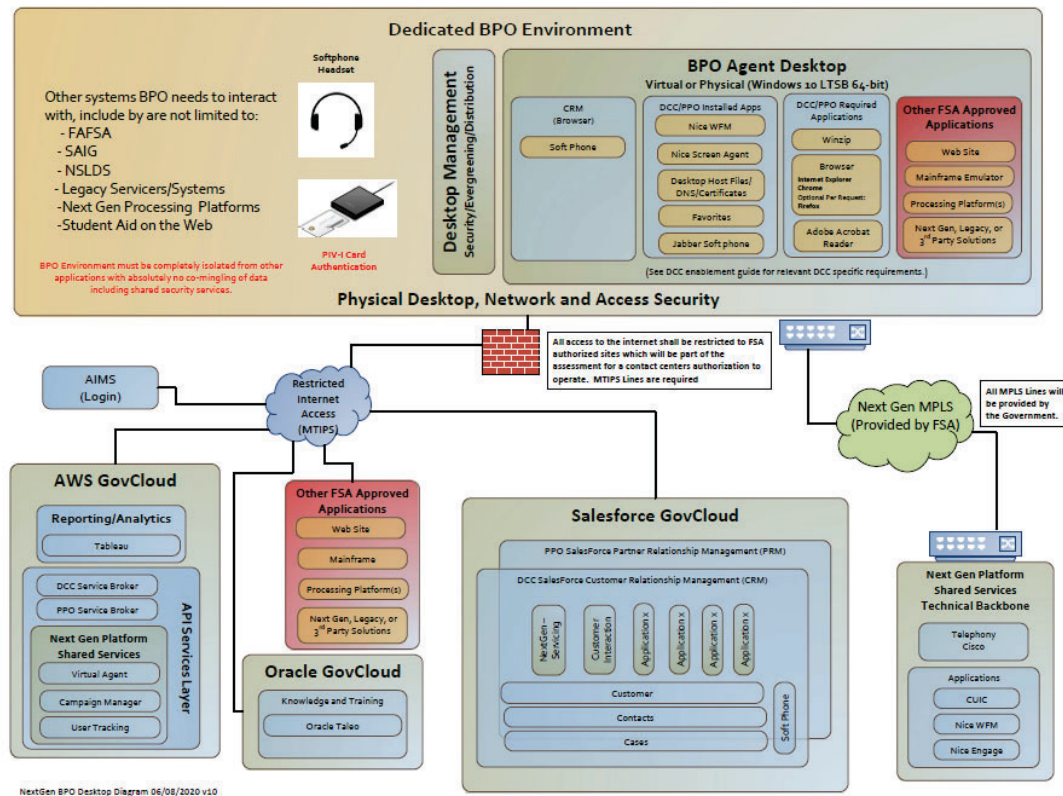
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Attachment 8 – Draft DCC CCP Enablement Guide. Figure 1 represents the high-level architecture under which Next Gen BPO personnel shall work. In addition, Next Gen BPO Providers shall:

- 4.2.6.1** Maintain the logical and physical segregation of ED/FSA data from all non-ED/FSA data with all sites, data centers, and operating environment. This means complete segregation of all data including, but not limited to, security monitoring, logging, and reporting as these functions may capture FSA data. For additional context, the Next Gen BPO Provider shall refer to Attachment 5 – Security Technical Requirements
- 4.2.6.2** Meet the stated security requirements included in Section 5.0 Information Resources Program Elements (IRPE) Standard Work Statement Elements for all proposed desktop authentication mechanisms
- 4.2.6.3** Ensure that solutions using cloud-based Software as a Service (SaaS) are FedRAMP approved or FedRAMP ready
- 4.2.6.4** Adhere to ATO requirements for all on-premises/on-site software deployed on FedRAMP approved/ready infrastructure
- 4.2.6.5** Ensure that desktops are enabled to connect to other FSA systems, Next Gen partner systems and/or systems of other designated vendors
- 4.2.6.6** Meet all technical and security requirements, including but not limited to, formal configuration and change management, as described in Section 5.0 Information Resources Program Elements (IRPE) Standard Work Statement Elements
- 4.2.6.7** Ensure that access to the public internet is secured and meets FSA security requirements. Connection to the public Internet and/or other external connections shall be through a Managed Trusted Internet Protocol Services (MTIPS) connection. MTIPS connections shall be provided by FSA
- 4.2.6.8** Collaborate with FSA, Next Gen partners, and/or other designated vendors to establish and maintain required data and telephony connections (e.g. MTIPS and Multiprotocol Label Switching (MPLS)).

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Figure 1 – Dedicated BPO Desktop Environment



4.2.7 Services within the United States of America

All Next Gen BPO services shall be performed within the 48 contiguous states or the District of Columbia unless specifically authorized by FSA.

4.2.8 Continuity of Operations / Disaster Recovery

Next Gen BPO Providers shall have an adequate plan and approach for maintaining continuity of operations in the event of a natural disaster or other event that impacts service to regular operations. This plan must be actively tested to ensure a smooth transition if needed. Reference Section F-4 - FSA Local Clause 37-2 (Continuation of Mission Critical Contractor Services – OCT 2012) for additional requirements related to Continuity of Operations/Disaster Recovery.

4.2.9 Records Retention

Next Gen BPO Providers shall adhere to federal, departmental, and FSA requirements, policies, and guidelines on retention of records for all correspondence and information handled by the Next Gen BPO team.

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4.2.10 Written Standards Guide

Next Gen BPO Providers shall adhere to the written standards guidance in Attachment 7 – Department of Education and FSA Style Guide for Written Communication for all written correspondence.

4.3 PROGRAM REQUIREMENTS - CONTACT CENTER SUPPORT

Next Gen BPO Providers shall provide contact center support in responding to and resolving inbound customer and partner inquiries across the entire student aid lifecycle for FSA’s entire portfolio and the execution of outbound outreach, as directed by FSA. Contact center support shall be provided in English and Spanish. Other language needs will be supported by another Next Gen solution or existing FSA solution.

Contact center support shall also include inbound and outbound inquiries across multiple channels (e.g., phone, email, chat, social media, SMS/text, fax, mail). This includes support currently provided by multiple FSA call centers supporting the entire student aid lifecycle, including but not limited to, FSA Information Center (FSAIC), Student Loan Support Center, Default Resolution Group, FSA Ombudsman Group, FSA Feedback Center, Borrower Defense Customer Support, COD School Relations Center, Existing Loan Servicers, and Private Collection Agencies (PCAs).

Table 5 shown below provides a list of FSA’s current contact centers. For additional context regarding the support to be provided, Next Gen BPO Providers shall refer to Attachment 1 - Existing FSA Contact Centers (Non-Exhaustive), Attachment 2 - Current State Customer Tasks, and Attachment 3 – Current State Partner Tasks. FSA will coordinate with Next Gen BPO Providers and Next Gen partners to develop and deliver a comprehensive set of binding requirements, associated knowledge articles, and process documentation to be provided post-award.

Table 5 – FSA Legacy Contact Centers

Contact Center Name
Federal Student Aid Information Center
Student Loan Support Center
Public Service Loan Forgiveness
Borrower Defense Customer Support
Default Resolution Group
Federal Student Aid Ombudsman Group
Federal Student Aid Feedback System
Private collection agencies
Existing Loan Servicer Contact Centers
Foreign Schools Participation Division
CPS/SAIG Technical Support and the TFA Support Center
National Student Loan Data System (NSLDS)
School Eligibility Service Group
Total and Permanent Disability Discharge and Veterans Disability Discharge
eZ-Audit
COD School Relations Center
G5 Hotline
Health Education Assistance Loan (HEAL) Program for Lenders and Lender Servicers

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4.3.1 Contact Center Support Types

The Next Gen BPO Provider shall have operational and technical capability to support a wide range of customer and partner service and support activities, and case management work types, including but not limited to the types of activities listed below:

- 4.3.1.1 General information inquiries
- 4.3.1.2 Inquiries on specific programs, processes/procedures, applications, and services
- 4.3.1.3 Form inputs, updates, completions, corrections, and submittals updating
- 4.3.1.4 Application, resources (e.g. FSA ID), services, and help desk support
- 4.3.1.5 Information delivery via outbound service
- 4.3.1.6 Complaint inquiries
- 4.3.1.7 Congressional inquiries
- 4.3.1.8 Public comments
- 4.3.1.9 Customer surveys/feedback
- 4.3.1.10 Referrals
- 4.3.1.11 Fulfillment requests
- 4.3.1.12 Customer screening inquiries which may include eligibility screening
- 4.3.1.13 Scheduling follow-up contacts
- 4.3.1.14 Inquiries on news or special/current events impacting Title IV program
- 4.3.1.15 Case Management (This work type refers to instances where an immediate response is not available or appropriate, where information or research is needed, or where resolution may require business protocol defined in the Next Gen BPO Provider’s individual task order.)

4.3.2 Lifecycle of Student aid

Next Gen BPO Providers shall provide and maintain personnel capable of addressing all inquiries from customers and partners (e.g. schools), across the full lifecycle of student aid.

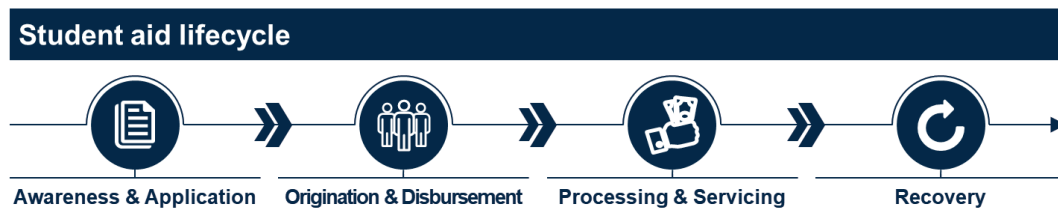


Figure 2 – Student Aid Lifecycle

4.3.2.1 Awareness, Application, and Eligibility: Next Gen BPO Providers shall provide and maintain personnel capable of addressing the inquiries from customers and partners to support the contact center, website and system tasks related to awareness (e.g. FSAIC), Application and Eligibility as outlined in Attachment 2 – Current State Customer Tasks and Attachment 3 - Current State Partner Tasks.

4.3.2.2 Origination and Disbursement: Next Gen BPO Providers shall provide and maintain personnel capable of addressing the inquiries from customers and partners to support the contact center, website, and system tasks related to Origination and Disbursement (e.g. Student Loan Support Center) as outlined in Attachment 2 – Current State Customer Tasks and Attachment 3 - Current State Partner Tasks.

4.3.2.3 Processing and Servicing: Next Gen BPO Providers shall provide and maintain personnel capable of addressing the inquiries from customers and partners to support the contact center, website, and system tasks related to the lifecycle of processing and servicing for grants and loans; specialty programs (e.g. Public Service Loan Forgiveness (PSLF), Teacher Education Assistance for College and Higher Education (TEACH), Total and Permanent Disability (TPD), Borrower Defense (BD), Perkins, and Health Education Assistance Loan (HEAL) Program, etc.), and specialty claims (e.g. discharge) as outlined in Attachment 2 – Current State Customer Tasks, Attachment 3 - Current State Partner Tasks, and Attachment 6 – Life of the Loan Servicing Intended State.

4.3.2.4 Recovery: Next Gen BPO Providers shall provide and maintain personnel capable of addressing the inquiries from customers and partners to support the contact center, website, and system tasks related to recovery servicing efforts for grants and loans as outlined in Attachment 2 – Current State Customer Tasks, Attachment 3 - Current State Partner Tasks, Attachment 6 – Life of the Loan Servicing Intended State, and Attachment 9 – Additional Current State Technical Constraints.

4.3.2.5 Feedback, Dispute, and Escalation: Next Gen BPO Providers shall provide and maintain personnel capable of addressing the inquiries from customers and partners to support the contact center, website, and system tasks related feedback, disputes, escalation, and helpdesk support as outlined in Attachment 2 – Current State Customer Tasks, Attachment 3 - Current State Partner Tasks, Attachment 6 – Life of the Loan Servicing Intended State, and Attachment 9 – Additional Current State Technical Constraints.

4.3.3 Tailored Outreach

Next Gen BPO Providers shall provide tailored customer assistance to increase the likelihood that borrowers will not default. To meet this requirement, Next Gen BPO Providers shall:

4.3.3.1 Successfully execute any outreach campaigns, as directed or independently on behalf of FSA, adhering to FSA's guidance and oversight. This may be accomplished by activities that include, but are not limited to: making targeted outbound calls to assist customers with resolving loan management/payment issues, executing outbound call campaigns, frequent outbound calls, early engagement for delinquent borrowers or borrowers at risk of delinquency or default, skip tracing, etc. Next Gen BPO Providers should refer to Attachment 6 – Life of the Loan Servicing Intended State for additional context. FSA will coordinate with Next Gen BPO Providers and Next Gen Partners post-award to define at-risk borrowers.

4.3.3.2 Provide feedback to FSA and designated Next Gen partners and/or other designated vendors to improve overall campaign strategy and results.

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4.3.4 Trainers

Next Gen BPO Providers shall provide personnel (“trainers”) to be trained by FSA and/or another designed vendor. These trainers will then coordinate onboarding and refresher training for their own personnel.

4.3.5 Development and Maintenance of Material

Next Gen BPO Providers shall regularly contribute to the development and maintenance of contact scripts, training materials, and training curriculum as coordinated by FSA and/or another designated vendor, and provide proactive feedback relating to insights generated from customer contacts.

4.3.6 Contact Center Operations

Next Gen BPO Providers shall execute contact center operations while within the FSA environment boundaries outlined in Section 4.2.5. Next Gen BPO Providers may not use or keep data in any other solutions other than those provided unless authorized by FSA. This includes:

4.3.6.1 Training personnel on the systems and tools provided by Next Gen partners, legacy vendors, other vendor as designated by FSA, or existing FSA solutions.

4.3.6.2 Training personnel on the appropriate use of FSA data and ensure data is not kept on or used by any unapproved solution.

4.3.7 Validating Customer and Partner Information

Next Gen BPO Providers shall continuously update customer and partner data when direct engagement occurs (e.g., phone calls, email, chat, etc.) or through routine outreach, asking customers and partners to update their data (e.g., contact information, communication preferences, change in circumstances).

4.4 PROGRAM REQUIREMENTS - STUDENT AID BACK-OFFICE PROCESSING

Next Gen BPO Providers shall execute back-office activities that cannot or have not yet been automated within other relevant solutions, across the full lifecycle of student aid, as assigned. A list of current-state contact centers, with audiences served and topics addressed, can be referenced in Attachment 1 – Existing FSA Contact Centers (Non-Exhaustive) to provide additional context regarding the processing to be provided. Additionally, Next Gen BPO Providers should refer to Attachment 2 – Current State Customer Tasks, Attachment 3 - Current State Partner Tasks, Attachment 6 – Life of the Loan Servicing Intended State, and Attachment 9 – Additional Current State Technical Constraints for a list of processes to be supported. FSA will coordinate with Next Gen BPO Providers and Next Gen partners to develop and deliver a comprehensive set of binding requirements, associated knowledge articles, and process documentation post-award.

4.4.1 Application and Eligibility

Next Gen BPO Providers shall execute eligibility determination and support other back-office, exception, and manual activities, as assigned by FSA, especially those that cannot be automated within other relevant solutions.

4.4.1.1 Next Gen BPO Providers shall leverage FSA-designated processing platform(s) to provide processing capabilities. This includes, but is not limited to, review, validation, and processing associated with aid applications, and requests for various borrower, trading partners, and FSA manual activities.

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4.4.1.2 Next Gen BPO Providers shall provide capabilities for FSA to review, grant, and resubmit aid eligibility applications deemed ineligible that require additional manual intervention with, but not limited to, Department of Defense, Department of Justice, Department of Homeland Security, Social Security Administration and Incarcerated applicants.

4.4.1.3 Next Gen BPO Providers shall provide capabilities to process paper aid applications (e.g., age limit and incarceration restrictions).

4.4.1.4 Next Gen BPO Providers shall provide capabilities to support and submit applications for re-processing as instructed by Department of Education (ED).

4.4.1.5 Next Gen BPO Providers shall provide support for school and trading partner interfaces (e.g., EdExpress, Participation Management, SAIG enrollment).

4.4.1.6 Next Gen BPO Providers shall provide support to resolve student identity conflicts.

4.4.2 Origination and Disbursement

Next Gen BPO Providers shall provide support to customers and partners for Origination and Disbursement Processing for the Direct Loans, Title IV Grant Programs (i.e. Pell, TEACH, etc.), including but not limited to, Origination and Disbursement data submittal issues, Program funding issues, Program funds to disbursement reconciliations, Subsidized Usage Limit (SULA) escalations, Grant overpayment processing, and borrower credit appeals. For the purposes of Origination and Disbursement help desk support, customer interactions are classified as Tier I, which is the initial support level responsible for customer issues. Interactions with schools, FSA, and trading partners are classified as Tier II, which is a more in-depth level of support than Tier I.

Note: Tier I and Tier II support should not be confused with Tier 1 and 2 SLA Metrics.

4.4.3 Life of Loan Servicing

Next Gen BPO Providers shall provide processing capabilities leveraging FSA-designated processing systems(s)/solutions—from another designated vendor, or an existing FSA solution—across the entire lifecycle of student aid. Next Gen BPO will need to integrate seamlessly with existing and future solutions provided by FSA or other vendors, across the entire lifecycle of student aid. Those solutions include existing legacy solutions such as core servicing/processing platforms and Next Gen solutions, such as the Digital and Customer Care Solution (DCC) which includes the FSA-branded Digital platform, Customer Relationship Management (CRM), Contact Center Technical Backbone, Command Center, Digital Marketing, Customer Outreach and Communications, Workflow Management, and other enabling technologies and services. Future solutions may include the Partner Participation and Oversight (PPO) Solution, FSA-designated processing platform(s), Identity and Access Management (IAM), Analytics, and other enabling technologies and services associated with each solution. Back-office processing activities will include, but are not limited to, review, validation, and processing associated with enrollment, applications, and requests for various grant and loan programs and loan status adjustments such as, but not limited to:

4.4.3.1 All repayment plan processing (e.g., income-driven repayment) across all loan types and statuses, including application and eligibility review, income checks and payment calculations, and annual recertification activities

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- 4.4.3.2 Processing associated with military service members, including requests for deferment and forbearance, Servicemembers Civil Relief Act (SCRA) benefits, and hostile pay benefits
- 4.4.3.3 School and customer enrollment processing, including manual entry of hard-copy applications
- 4.4.3.4 Deferment and forbearance application processing
- 4.4.3.5 Specialty Programs (e.g., TEACH, TPD, PSLF, Perkins, Pell) and Title IV reinstatement processing
- 4.4.3.6 Specialty Claims processing including but not limited to cancellation, forgiveness (e.g. PLSF, Teacher Loan Forgiveness), and discharge based on bankruptcy, total and permanent disability, school closure, borrower defense, false certification, unpaid refund, and disaster discharge
- 4.4.3.7 Support rehabilitation processing, Title IV eligibility reinstatement, certification for Administrative Wage Garnishment (AWG) and Treasury Offset Program (TOP), litigation referral preparation, and other related processing functions

4.4.4 Consumer Financial Protection

Next Gen BPO Providers shall ensure and maintain compliance with federal consumer protection laws and regulations (e.g., the Fair Credit Reporting Act, the Fair Debt Collections Practices Act, the Truth in Lending Act, etc.), including the timely completion of processes related to these laws and regulations. Next Gen BPO Providers shall review, investigate, and process error and dispute resolutions, including but not limited to:

- 4.4.4.1 Direct and indirect credit bureau disputes filed by customers or initiated by the credit bureaus, within timelines established by law
- 4.4.4.2 Account maintenance, including manual correction of errors identified through data integrity scans

4.4.5 Supported Formats

Next Gen BPO Providers shall be equipped to process data in any format (e.g., print, digital) as needed.

- 4.4.5.1 Unless approved by FSA, Next Gen BPO Providers shall not implement separate imaging, printing, and/or mailing solutions in the execution of back-office processing tasks. Refer to Section 4.2.5 for further details regarding established environment and tools.

4.5 NON-FUNCTIONAL REQUIREMENTS

In addition to the functional requirements described above, FSA has identified the following non-functional capabilities needed to support Next Gen BPO. FSA will coordinate with Next Gen BPO Providers and Next Gen partners to develop and deliver a comprehensive set of binding requirements, associated knowledge articles, and process documentation to be provided post-award.

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4.5.1 Customer Experience Focus

Next Gen BPO Providers shall prioritize customer needs and preferences by meeting or exceeding the Next Gen BPO Common Performance Standards outlined in Section 4.2.4 Performance Management to deliver an improved customer experience throughout the lifecycle of student aid.

4.5.1.1 Next Gen BPO Providers shall work with FSA, Next Gen Partners and/or other designated vendors to establish, prioritize, and deploy new functionality and training to achieve FSA Next Gen goals and objectives.

4.5.2 Responsive and Collaborative Partnership with FSA and Designated Partners

Next Gen BPO Providers shall maintain a productive partnership with FSA, designated vendors, and Next Gen Partners such as, but not limited to, the DCC Command Center, who will engage with the Next Gen BPO Providers on behalf of and based on direction from FSA. Next Gen BPO Providers shall:

4.5.2.1 Perform work as distributed to them by the designated Next Gen partner(s), based on rules and standards defined by FSA. BPO Providers shall only perform work for functional areas authorized as part of a Task Order.

4.5.2.2 Contribute to common agent training and materials (e.g., knowledge resources/articles, contact scripts, agent desktop guides, curriculum content), ensuring that customer/partner-facing instructions and resolution steps as well as back-office processing procedures are accurate, effective, and efficient. This shall include establishing recurring review and feedback sessions with FSA and/or the designated Next Gen partner(s).

4.5.2.3 Respond and adhere to any communications from FSA and/or the designated Next Gen partner(s), including but not limited to, requests for staffing capacity, updates on policy/procedure changes, and requests for input.

4.5.2.4 Provide feedback to support the continuous improvement of agent materials, training, as well as front-end client applications and back-end systems, which may be operated by different Next Gen partners, FSA, legacy vendors, or other vendors as designated by FSA. This shall include engaging with FSA and/or the designated Next Gen Partner(s) to suggest process improvement and/or changes.

4.5.3 Contact Center and Back-Office Processing Allocations

Assignment of new work and tasks will follow Fair Opportunity Allocations as outlined in Section H, Special Contract Requirements (see H5 and H9). Next Gen BPO Providers shall adhere to the following allocation methodology for customer/partner inquiries and back-office processing tasks across the lifecycle of student aid:

- Prior to disbursement or in the event a customer cannot be identified, customer inquiries and/or back-office processing tasks will be randomly distributed to any one of the Next Gen BPO Providers.
- After disbursement, and if a customer can be identified, the customer's inquiry and/or back-office processing tasks will be allocated to a primary Next Gen BPO Provider assigned to the customer's account. Otherwise, if the customer cannot be identified, the inquiry will be randomly distributed to any one of the Next Gen BPO Providers.

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- Any time a Next Gen BPO Provider's real-time contact-center-hold time exceeds established thresholds, FSA may redirect customer inquiries to available contact center agents at another Next Gen BPO Provider to ensure customers continuously receive efficient and effective customer service. In such cases, the customer's account will remain assigned to its primary Next Gen BPO Provider.
- Contact center and/or back-office processing tasks from schools and/or trading partners may be randomly distributed to any one of the Next Gen BPO Providers who are meeting performance metrics (i.e. green status) to ensure that schools and trading partners receive efficient and effective customer service.
- FSA reserves the right to assign calls or tasks to other Next Gen BPO Providers to ensure efficient and effective customer service.

To ensure work and tasks assigned are completed/handled Next Gen BPO Providers shall:

- 4.5.3.1** Support and work all customer inquiries and/or back-office processing tasks, including those distributed prior to disbursement or in the event a customer cannot be identified, and provide general student loan information to customers and/or partners that cannot be identified using systems, associated tools, and resources provided by FSA or Next Gen partners to effectively answer questions.
- 4.5.3.2** Support all customers and partners, allocated or randomly distributed, by providing detailed information to address all inquiries and/or back-office processing tasks within the established Service Level Metrics.
- 4.5.3.3** Ensure staffing levels support volume forecasts provided by FSA and/or Next Gen partners to consistently meet or exceed FSA's Common Performance Standards.
- 4.5.3.4** Provide services to schools, trading partners, and to new and existing customers, including unexpected volume from customers that cannot be identified.
- 4.5.3.5** Support additional volume that is rerouted when other Next Gen BPO Providers' service levels do not meet FSA's Common Performance Standards.

4.5.4 Trained Personnel

Next Gen BPO Providers shall ensure personnel are trained on systems and associated tools, program topics, and content provided by and/or approved by FSA or Next Gen partners, and are aware of pertinent changes in laws, regulations, programs, or FSA's Common Performance Standards. **Note:** Development of training content and material is expected to be done in coordination with FSA and/or designated Next Gen solutions. Next Gen BPO Providers shall:

- 4.5.4.1** Engage with FSA and/or designated Next Gen solution providers to develop a train-the-trainer approach, covering all pertinent changes in laws, regulations, programs, and FSA's Common Performance Standards.
- 4.5.4.2** Monitor changes in regulations and laws for compliance, and deploy new processes, procedures, and enhancements to all impacted associates as directed by FSA and/or designated Next Gen solutions.
- 4.5.4.3** Execute, monitor, and reinforce performance through ongoing training and development as needed to achieve FSA's Common Performance Standards and desired outcomes.

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4.5.5 Quality Assurance

Next Gen BPO Providers shall establish and maintain an internal quality management system, including documented policies/procedures to ensure that performance metrics are met on an ongoing basis. Additionally, FSA, or designated Next Gen partners, will provide broader quality control/assurance across the enterprise.

To meet this requirement, Next Gen BPO Providers shall:

- 4.5.5.1** Establish and utilize a quality management system that includes overall quality management, documented policies and procedures, quality planning, quality assurance, quality control, risk identification, and risk remediation.
- 4.5.5.2** Provide a quality control team that monitors back-office functions and calls according to the Common Performance Standards. The team should monitor, identify, assess, report, and escalate risks, and implement corrective actions to address process deficiencies.
- 4.5.5.3** Utilize approved quality assurance scorecards to monitor the performance of the contact center and back-office tasks assigned/worked against FSA's established quality baseline to identify quality issues, report deficiencies, and identify opportunities for improvement.
- 4.5.5.4** Regularly review all policies, procedures, work guides, and processes for accuracy and consistency and communicate and deliver changes to internal staff.
- 4.5.5.5** Review and collaborate on surveys, feedback, and Quality Assurance from FSA and Next Gen partners on a regular basis.

4.5.6 Integration

Next Gen BPO Providers shall integrate with Next Gen partners, FSA-designated system(s), or existing FSA solutions, as necessary, to execute required functions. Systems/tools shall include features which enable FSA, other government agencies, and designated third parties to interface or exchange with it, as necessary. To meet this requirement Next Gen BPO Providers shall:

- 4.5.6.1** Establish and maintain network connectivity, as required by FSA, to access FSA systems and Next Gen partner systems and associated tools.
- 4.5.6.2** Collaborate with FSA and Next Gen partners to implement reliable, redundant network connections that ensure availability of system access to perform work and tasks assigned.
- 4.5.6.3** Participate in Contact Center testing to ensure systems and associated tools are functional prior to commencing operational activities, and provide feedback to improve processes, where applicable.
- 4.5.6.4** Next Gen BPO Providers shall also care for broad integration needs including, but not limited to, exchanging and harmonizing business rules for workflows, providing development and test environments, and collaborating with FSA and other Next Gen partners to resolve integration issues which arise. To meet this requirement, Next Gen BPO Providers shall:
 - 4.5.6.4.1** Collaborate with FSA and Next Gen partners to contribute to the

establishment of workflows to support the broader Next Gen vision.

4.5.6.4.2 Support integration requirements across the complete Next Gen Initiative.

4.5.6.4.3 Provide development and test environments to participate in any required testing.

4.5.6.4.4 Collaborate with FSA and Next Gen partners to identify, communicate, and resolve issues related to connectivity.

4.5.7 Adherence to and Monitoring for Changes in Laws and Regulations

Next Gen BPO Providers shall adhere to all Federal rules, laws, regulations, agency guidelines or court mandates applicable to FSA operations. To meet this requirement, Next Gen BPO Providers shall:

4.5.7.1 Establish a process for monitoring new or pending changes to applicable laws and regulations, and then proactively partner with FSA or designated Next Gen partners to determine the implications to technical design and/or operational procedures and policies.

4.5.7.2 Ensure policies, standards, procedures, and work guides comply with applicable laws, regulations, and industry standards.

4.5.7.3 Collaborate with FSA and Next Gen partners to create a shared understanding of laws and regulations, with interpretation and implications to customer experience.

4.5.8 Cybersecurity, Hosting and Middleware:

Next Gen BPO Providers shall meet all requirements related to Cybersecurity, physical security, hosting, and middleware in order to receive an Authority to Operate (ATO) and become performance ready. Next Gen BPO Providers should reference Attachment 5 – Security Technical Requirements for additional details. To meet this requirement, Next Gen BPO Providers shall:

4.5.8.1 Include robust cybersecurity protections and features to protect customer data.

4.5.8.2 Comply with the conditions in the FSA's Security Technical Requirements in order to receive an ATO, for any technology equipment or infrastructure maintained by the Next Gen BPO Providers, including any devices, thin clients/laptops/desktops, software, network, supporting servers, middleware, and infrastructure, etc., that contains, transmits, or processes FSA data, the provider shall ensure compliance with the conditions of FSA's Security Technical Requirements. For example, the vendor may be required to implement and maintain IT equipment to provide access to external connections.

4.5.8.3 Meet Federal Information Security Management Act (FISMA), NIST standards, and all cybersecurity regulations and mandates, including Presidential Executive Order (EO) 13800 - Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure, to Identify, Protect, Detect, Respond, and Recover.

4.5.8.4 Ensure that all development and management tools, including project management, version control, code repositories, monitoring, and cybersecurity, etc., are identified in the technical solution and in the system security boundary. **Note:** Any technology equipment and infrastructure must meet the FISMA and/or FedRAMP requirements and will require an assessment and ATO for the IT components within

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the Next Gen BPO security boundary. The technology equipment and infrastructure shall be secure and may not be hosted in a multi-tenant environment.

4.5.8.5 Ensure that FSA data, in all forms, is isolated and segregated from any other customers.

4.5.8.6 Special Notice – Section 6103

Next Gen BPO Providers are hereby placed on notice that compliance with the security requirements that are provided in IRS 1075 Publication (See Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies) may be applicable to the Next Gen BPO solution. Regarding this Special Notice, any future changes will be managed through FSA’s Change Management Process.

4.5.9 Financial Accuracy and Compliance

Next Gen BPO Providers shall support FSA, Next Gen partners and/or legacy vendors (or other vendors as designated by FSA) as necessary to ensure the compliance and accuracy of financial transactions and reporting. To comply with this requirement, Next Gen BPO Providers shall:

4.5.9.1 Deploy robust internal controls to ensure compliance and accuracy of financial transactions and reporting.

4.5.9.2 Perform risk reviews and quality control monitoring consistent with Common Performance Standards, to serve as a first line of defense for all account transactions resulting from assigned tasks and work.

4.5.9.3 Support account clean-up efforts by updating customer accounts as necessary to ensure transactions are accurate.

4.5.9.4 Provide robust internal controls and audit support.

4.5.10 Additional Current State Technical Constraints:

In addition to security and financial requirements, Next Gen BPO Providers also must understand other categories of current state technical constraints where relevant (e.g., processing, websites, and communications). FSA will coordinate with Next Gen BPO Providers and Next Gen partners to develop and deliver a comprehensive set of binding requirements, associated knowledge articles, and process documentation to be provided post- award.

- These constraints are derived from existing laws, regulations, agency guidance, and business rules, and will change based on acts of Congress, updates to Federal regulatory and non-regulatory guidance, and FSA goals.
- Lifecycle of student aid functions (e.g., application processing, repayment, consolidation, deferment, forbearance, specialty claims, default collections) impact Next Gen BPO, among other existing and future Next Gen solutions, and often relate to multiple constraints.
- Specialty Programs (e.g., Public Service Loan Forgiveness (PSLF), Teacher Education Assistance for College and Higher Education (TEACH), Total and Permanent Disability (TPD), Perkins, Pell) and Specialty Claims (e.g., discharge, forgiveness) require special handling as well as specific and unique processing rules that impact

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the Solution, along with other existing and future solutions, and often relate to multiple constraints.

To comply with the above requirement, Next Gen BPO Providers shall:

4.5.10.1 Scale, train, develop, and deploy personnel and processes necessary to support the lifecycle of student aid to become performance ready as functional areas become available.

5.0 INFORMATION RESOURCES PROGRAM ELEMENTS (IRPE) STANDARD WORK STATEMENT ELEMENTS

5.1 ARCHITECTURE

5.1.1 Data Center Operations Collaboration and Support

For software application(s) that are hosted in the FSA data center(s) or in another facility that connects with the FSA data center(s) through government provided networks or telecommunication services, coordination is required when adding/changing/modifying that application. The contractor shall coordinate all changes it wishes to make with all FSA IT operations and services that will be impacted by the proposed change.

5.1.2 Contractor Support of FSA Technology Refreshment and Evergreening

FSA requires regularly scheduled and periodic upgrades of the underlying infrastructure, support software, and enabling frameworks to (at minimum) N-1 versions (where N is the latest version and N-1 is the second latest version) as part of its standard technology refreshment program (evergreening).

Evergreening of SaaS, PaaS, and/or IaaS Solutions: The Contractor performing integration services for FSA in connection with FISMA-approved cloud computing services (SaaS, PaaS, IaaS) shall ensure the infrastructure, support software, and enabling components and frameworks are maintained to (at minimum) N-1 versions as part of a standard technology refreshment program (evergreening).

Evergreening of Infrastructure and COTS Software: The Contractor shall support evergreening activities, including infrastructure and software upgrades and patches led by FSA's infrastructure and middleware vendors. The Contractor shall regularly support planning and scheduling, impact analysis, changes to the application, and testing, as needed.

Evergreening of Applications and Enabling Components and Frameworks: The vendor is responsible for maintaining the application code and its underlying frameworks at the N-1 version to ensure that functionality and application design are optimized, maintenance is cost efficient, and the enabling technology remains under support by third party vendors (e.g. IBM, Oracle, or Microsoft).

5.2 ACCESS

5.2.1 Access Management Requirement

The contractor shall comply with the controls for access management contained in the current versions and revisions of: National Institute of Standards and Technology (NIST), SP-800-53, Recommended Security Controls for Federal Information Systems and Organizations; and NIST-

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SP-800-53A, Guide for Assessing the Security Controls in Federal Information Systems and Organizations, Building Effective Security Assessment Plans.

Note: FSA prohibits contractors from granting access to FSA systems without approval by the Department.

5.2.2 Access Control and Authentication Requirement

The contractor shall comply with FSA access control and authentication policy and practice, and shall meet the Identity Assurance Level 3 and Authenticator Assurance Level 3 requirements cited in NIST SP 800-63-3/A/B/C (equivalent to LOA4 authentication requirement cited in NIST 800-63-2 and OMB Memorandum M-04-04).

If contractor proposes use of its corporate tokens to meet FSA's requirements, contractor shall demonstrate to FSA that without exception it can achieve IAL3 and AAL3 authentication and meet all FSA requirements.

All privileged, administrative, Tier 4 suitability and those users with access to ED or FSA data must be issued ED approved PIV authenticators. All other users performing functions on behalf of ED or FSA (Tier 2 suitability) must meet IAL 2, AAL 2, and FAL 2. If applicable, end users of the vendors' solution shall be provided IAL 2, AAL 2, and FAL 2 standard capabilities with the ability to issue up to IAL 3, AAL 3, and FAL 3 authenticators.

5.2.3 Use of PIV and PIV-I Cards for Access to FSA Information Resources

There are two different situations in which PIV cards are used to gain access to FSA networks, applications and data.

- PIV cards used with internally hosted solutions (such as the FSA Next Generation Data Center)
- PIV-I cards used with externally hosted solutions (such as a contractor's facility)

See the IRPE Appendix B (see below) for more details on PIV and PIV-I Card requirements.

5.2.4 Contractor ED Network Access

Contractor must establish an ED user account and be issued a PIV card and a soft or hard token as Government-furnished Equipment (GFE) in order to access ED network through the following websites:

- Citrix environment can be accessed **remotely** from <https://gotowork.ed.gov/vpn/index.html> and <http://anywhere.ed.gov/>
- Citrix environment can be accessed **internally** on the ED network from <http://citrix.ed.gov> using the "ED Standard Desktop" link.

For a contractor using a Government Furnished Equipment (GFE) Laptop, the preferred method for remote access is Aventail Virtual Private Network (VPN) connection. Aventail VPN Connection client will be automatically pushed to each GFE laptop to enable ED users to utilize this service offering. The Aventail VPN Connection client allows users to connect to the ED network from remote locations and provides an access experience very similar to that available to onsite users at ED locations.

Note: To use this feature, a contractor must be using a GFE laptop with the Aventail VPN Connection client installed and must be outside of the ED wired network.

5.3 SECURITY

5.3.1 Compliance with Department's Information Technology Resources Policy

The contractor shall comply with the information security and privacy policies that support the Department's mission, goals, and objectives as defined in the Department of Education's Administrative Communications System (ACS) OCIO 3-112 (Handbook for Information Assurance Security Policy Cybersecurity, and to any U.S. Department of Education Instructions on Information Assurance and/or Cybersecurity) and in supporting policies, standards, and procedures. See Attachment No. 17

5.3.2 Federal Information Security Management Act Requirement

The contractor shall comply with all Federal Statutes, Standards and Guidelines for Security such as: Federal Information Security Act (FISMA) (2002), Computer Security Act (1987), Privacy Act (1974), FIPS Pub 199, FIPS Pub 200, FIPS Pub 140-2, NIST SP 800-34, NIST SP 800-18, NIST SP 800-30, NIST SP 800-37, NIST Pub 800-47, NIST SP 800-50, NIST SP 800-53, NIST SP 800-88, NIST SP 800-137, Office of Management and Budget (OMB) Circular A-130, OMB Circular A-123 and Department of Education and Federal Student Aid policies.

The Contractor shall ensure compliance with the Federal Information Security Management Act (FISMA) by authoring FISMA artifacts and responding to FISMA-related data calls. Specifically, the Contractor shall:

1. Provide technical strategy, guidance, and consultative advice, to FSA data centers regarding facility security, network security, and operating system security.
2. Support FSA data centers management of Secure Sockets Layer (SSL) certificates and schedule for renewals.
3. Support security testing and evaluation of FSA's applications that interface with the contractor's scope and deliverables.
4. Support remediation of security-related issues in FSA's applications that are impacted by contractor's scope and deliverables.
5. Support handling security incidents related to FSA's applications that are impacted by contractor's scope and deliverables.
6. Support Records Management Practises in compliance with the Records Act within the contractors scope and deliverables.

5.4 REQUIREMENTS

5.4.1 Authorization to Operate (ATO) Requirement

The Contractor shall certify that the delivered solution complies or will comply with the security authorization processes as outlined in National Institute of Standards and Technology Special Publication NIST-SP-800-37 entitled Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Lifecycle Approach, and supporting OCIO policies, standards, and procedures. In accordance with the identified risk rating, the solution shall satisfy the appropriate security controls as defined in Federal Information Processing Standards FIPS 200 and National Institute of Standards and Technology NIST-SP 800-53 entitled Recommended Security Controls for Federal Information Systems and Organizations.

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5.4.2 Continuous Monitoring and Reporting Requirements

Contractor shall provide POA&M updates in accordance with requirements and the schedule set forth in FSA guidance. Reference: NIST 800-53 control CA-5. Deliverable Plan of Action & Milestones (POA&M) Update.

Contractor shall provide a Continuous Monitoring Plan that complies with current NIST and Department guidance.

Contractor shall provide authenticated vulnerability scan and asset discovery reports, on a regular basis, as per FSA guidance. Scan results shall be managed and mitigated in Plans of Action and Milestones (POA&Ms) and submitted together with the POA&M submission. Reference: NIST 800-53 control RA-5.

Contractor shall review and update the System Security Plan [as required by FSA guidance due to major changes or an annual basis, whichever occurs first] to ensure the plan is current and accurately described implemented system controls and reflects changes to the contractor system and its environment of operation. The System Security Plan must be in accordance with NIST 800-18, Revision 1, Guide for Developing Security Plans. Reference: NIST 800-53 control PL-2.

Contractor shall provide an annual update to the contingency plan completed in accordance with NIST 800-34, Contingency Planning Guide. Reference: NIST 800-53 control CP-2.

Contractor shall conduct and provide the results of the quarterly review and validation of system users' accounts to ensure the continued need for system access. The user certification and authorization documents will illustrate the organization establishes, activates, modifies, reviews, disables, and removes information system accounts in accordance with documented account management procedures. Reference: NIST 800-53 control AC-2.

Contractor shall provide a well-defined, documented, and up-to-date System(s) Baseline Configuration Standard Document specification to which the information system is built. Any changes should be reflected as needed due to any changes in the Baseline Configuration. Reference: NIST 800-53 control CM-2.

Contractor shall establish and document mandatory configuration settings for information technology products employed within the information system that reflect the most restrictive mode consistent with operational requirements. Changes should be reflected on a regular schedule based on FSA guidance. Configuration settings are the configurable security-related parameters of information technology products that compose the information system. Systems should be configured in agreement with FSA technical guidelines, NIST guidelines, Center for Internet Security guidelines (Level 1), or industry best practice guidelines in hardening their systems, as deemed appropriate by the Authorizing Official. System configuration settings will be updated or reviewed on an annual basis. Reference: NIST 800-53 control CM-6.

Contractor shall provide the capability to transfer, in a machine-readable format or interconnection, all data necessary to support the common-schema for the OMB mandated Continuous Diagnostics and Monitoring program on at regular schedule based on FSA guidance. Datasets will be normalized and may include data elements relating to hardware assets, software assets, vulnerabilities, and system configurations. Reference: OMB M-14-03 and DHS CDM.

Contractor shall provide the external IP space used to support FSA and enter into an agreement with the Department and DHS to allow them to conduct weekly Health and Hygiene uncredentialed scanning.

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Contractor shall provide monthly, not later than the 2nd day of the month, CyberScope reports for all systems that support FSA. The report will be in National Institute of Standards and Technology (NIST) Security Content Automation Protocol (SCAP) format.

5.4.3 Cryptographic Protection Acceptance Criteria Requirement

The Contractor shall present evidence (e.g., NIST certificate for the specific product and module) that the products it utilizes provide cryptographic protections using modules that comply with FIPS PUB 140-2 standards.

5.4.4 Contractor Release of COTS Configuration and Custom Application Source Code to Government

SaaS, PaaS, and/or IaaS Solutions, and/or systems hosted externally to the FSA Data Center. The Contractor performing integration services for FSA in connection with FISMA-approved cloud computing services (SaaS, PaaS, IaaS) will acquire for FSA any and all licenses and subscriptions necessary to meet FSA's requirements for the use of such cloud services as specified in the contract. Such licenses and subscriptions shall be transferred by the Contractor to FSA upon acquisition and managed in compliance with FSA 27-2.

COTS Licenses: For all COTS software authorized to be procured by the Contractor in performance of the contract, the Contractor will acquire for FSA any and all licenses necessary to meet FSA's requirements, as specified in the contract, for the operation of the system. Such licenses shall be transferred by the Contractor to FSA upon acquisition and managed in compliance with FSA 27-2.

COTS Configuration: The Contractor shall submit all COTS configuration information (including documentation) to FSA Task Manager or appointed Project Manager, as well as the Contracting Officer. For all COTS software configurations established and managed by the Contractor, including software configuration performed in connection with FISMA-approved cloud computing services, the contractor will provide documentation of complete COTS configuration necessary to support FSA requirements, for the continued, unrestricted use of such configurations.

Customized Software: In the event the Contractor creates custom source code in performance of the contract, the Contractor shall submit all source code and development artifacts (including documentation) to FSA Task Manager or appointed Project Manager, as well as the Contracting Officer. FSA requires the Contractor to provide documented source code for any custom (e.g. not commercially available or commoditized) application code created by the Contractor (or Subcontractor/s) in the performance of the contract, including all custom application source code developed specifically for FSA, and any custom code developed to support COTS integration, as authorized in accordance with FAR 52.227-14- RIGHTS IN DATA – GENERAL. Source code includes custom code developed by the Contractor to deliver its full scope of services from its propriety internal operations to any FSA data store or application, including computer telecommunication interfaces (CTI), IVR data, transactions, and scripts, and Web service call scripts and results. The code and development artifacts shall be made available upon request to support audit and/or independent quality assurance efforts, integration, test, or other life-cycle activities. The Contractor shall provide complete instructions for setting up an independent developer environment, as well as complete instructions that can be used to deploy the software to production. FSA should be able to perform an independent, clean build, deploy to a development environment, and have a fully working version of the software that can be traced in a debugger.

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5.4.5 Test Management Requirement

The contractor shall comply with standards for test management within the Lifecycle Management Methodology. Refer to the Enterprise Test Management Standards for additional information.

https://studentaid.ed.gov/sa/sites/default/files/fsawg/static/gw/docs/ciolibrary/FSA_Enterprise_Test_Management_Standards.pdf

5.4.6 Performance Testing Requirement

Externally Hosted Solutions: For externally hosted solutions (such as a contractor's facility or located in the cloud, the Contractor shall conduct performance testing of their responsible areas, and shall provide data, scenarios, volumes, support of performance testing activities, and capacity estimates, including trending of performance data, and test results. The Contractor shall resolve issues identified during performance testing activities. The Contractor shall support the testing of any interfacing application. The Contractor shall provide a document summarizing the changes associated with architecture and design of the system to support capacity planning and optimization of the performance profile of the solution.

NDGC Hosted Solutions: For internally hosted solutions (such as the FSA Next Generation Data Center), the Contractor shall support FSA independent performance testing of solutions by providing data, scenarios, volumes, support of performance testing activities, and capacity estimates, including trending of performance data. The Contractor shall resolve issues identified during performance testing activities. The Contractor shall support the testing of any interfacing application. The Contractor shall provide a document summarizing the changes associated with architecture and design of the system to support capacity planning and optimization of the performance profile of the solution.

5.4.7 Intersystem Testing Support Requirement

The contractor shall conduct and support intersystem testing between its area of responsibility and other entities that do business with Federal Student Aid. The contractor shall provide resources, interface control documents, test data, and test cases/scenarios in support of intersystem testing. Federal Student Aid has a weekly maintenance window to facilitate scheduled testing.

5.4.8 Defect Management & Reporting Requirement

The contractor shall document defects found during testing in accordance with FSA's Enterprise Test Management Standards. The contractor shall resolve issues identified during all phases of testing and provide defect resolution report or documentation to FSA.

5.4.9 Configuration Management Requirement

The contractor shall develop a configuration management plan, for all systems in development and production, in accordance with the standards defined within the Lifecycle Management Methodology. Refer to the Lifecycle Management Methodology section of the Federal Student Aid Technology Office IT Standards Library for additional information.

<https://studentaid.ed.gov/about/contracting-info/it-standards>

5.4.10 Compliance with Independent Verification and Validation (IV&V)

This contract is subject to Independent Verification and Validation (IV&V) and the contractor shall support Federal Student Aid IV&V activities. The contractor shall furnish Federal Student Aid information that may include, but is not limited to, project management, technical, quality control, and quality assurance work products that are explicit deliverables under the contract.

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Refer to the Federal Student Aid Independent Verification and Validation Handbook for additional information.

5.4.11 Contractor Employee Security Clearance Monitoring

Contractor shall comply with service level agreement measurements to facilitate prompt and effective processing of security clearance for contractor employees. See “Service Level Agreements for Contractor Employee Clearance Monitoring” in IRPE Appendix A (see below).

5.4.12 Capacity Collaboration Requirement

The contractor shall collaboratively and actively participate in FSA information technology resources capacity reviews and provide information to support: usage of current capacity; forecasting for infrastructure resources including telecommunications; current and new systems to meet Federal Student Aid’s business needs.

5.4.13 Capacity Planning Requirement

The contractor shall proactively, for all new and existing Information Technology Resources which they create and/or support, produce written capacity planning reports and recommendations at periodic intervals, as stipulated by the Department. The reports and recommendations shall holistically evaluate requirements and trends for Information Technology Resources in order to produce a forecast and recommendations with specific sizes, quantities, types and timing.

The contractor shall support the data center capacity planning schedule and process providing input relative to the performance of the application/tool and its supporting infrastructure, including but not limited to system response time and/or latency, system capacity, storage requirements, utilization, performance, etc.

5.4.14 Capacity Management Requirement

The contractor shall, for all Information Technology Resources that they support, holistically monitor and manage capacity to ensure that information technology resources are being operated within minimum and maximum thresholds, as agreed to by the Department.

The contractor shall produce written capacity management reports at periodic intervals, as agreed to by the Department, which summarize actions taken since the last report as well as prescriptive recommendations which minimize the cost and maximize efficiency.

5.4.15 Data Migration Plan Requirement

The contractor shall provide a Data Migration Plan for solutions that involve the movement, creation, modification, or decommissioning of operations data supporting any Federal Student Aid information system in alignment with the approved federal records schedule and in compliance with the Records Act. Refer to the Lifecycle Management Methodology section of the Federal Student Aid Technology Office IT Standards Library for additional information.

<https://studentaid.ed.gov/about/contracting-info/it-standards>

5.4.16 Data Segregation

Contractor shall maintain a segregation of FSA data from all non-FSA data within their infrastructure, both in storage and during the transmission of the data. This is also a requirement for Trusted Internet Connections (TIC), Managed Trusted Internet Protocol Services (MTIPS), and Domain Name System Security Extensions (DNSSEC).

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- Contractor shall provide and maintain a physically segregated network based upon the FSA defined landing zones documented in the FSA Network Operating Standards and the function of systems operating in the FSA environment.
- Contractor shall ensure separate hardware for each landing zone to include, but not limited to network devices, routers, switches, firewalls, and load balancers.
- Contractor shall ensure virtual machines exist on physically separate equipment for each landing zone including virtual routers and switches.
- Logical Separation
 - FSA data and transactions on mainframes shall be hosted in separate partitions that do not share resources with other IT users of the mainframe.
- Monitoring and reporting segregation
 - Contractor shall provide a quarterly report that identifies systems by name and IP address to identify potential problems in maintaining segregation of systems.
 - Contractor shall monthly monitor, track, and report on physical segregation to ensure it is maintained.
 - Contractor shall follow an FSA approved process for changes to network configurations.
 - Contractor shall provide a report to validate that moves, additions, and changes have been appropriately requested and implemented.
 - Contractor shall use the change management process to identify potential security gaps in segregation maintenance and shall report status and findings quarterly.

5.4.17 Data Management Documentation Requirement

The contractor shall provide detailed file layouts for all production data files, loads, and extracts comprising or supporting any Federal Student Aid information system per the guidance provided in the Federal Student Aid Data Standardization Policies and Procedures. Additionally, the contractor shall include detailed source target mapping, conceptual (where applicable), logical and physical data models, and detailed data dictionaries for all production database structures per the guidance provided in Federal Student Aid Data Model Standards and Guidelines, Registration Policies and Procedures, and Federal Student Aid Enterprise Data Dictionary Standards.

5.4.18 Network Management Requirement

The contractor shall request all telecommunications requirements and changes through the Federal Student Aid Enterprise Change Management (ECM) process. All communication changes, new or existing, shall conform to Federal Student Aid Security standards and shall undergo security reviews. All applications and infrastructure residing in or connecting to an FSA data center shall be IPV6 compatible and compliant.

5.4.19 Incident and Problem Management Requirement

The contractor shall use the FSA data center services and the Department of Education Help Desk to report all incidents. "All incidents" includes those occurring inside the FSA data center environment, and also those incidents occurring in contractor's applications outside the FSA data center environment. The contractor shall assist immediately in timely notification, escalation and resolution of any incidents that impact application degradation or outages until service is restored. Additionally, the contractor shall collaboratively participate in identifying the root cause of incidents, developing solutions to resolve the issues and implementing and testing any corrective

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actions. The Contractor shall provide FSA and the FSA data center support and input into root cause analysis in areas relevant to FSA systems impacted by the contractor's scope.

5.4.20 Information Technology Resources Retirement

When an Information Resource reaches the end of its lifecycle, and access to the resource by all users has been terminated, data resident on the resources shall be protected and transferred to the Government in a usable form prior to final payment, or after 120 days after resource retirement, whichever comes first, so it is available for future use, and other assets shall be disposed of in accordance with NIST publication 800-88.

5.5 TRANSITION

5.5.1 Transition Support

To ensure a smooth transition, the Contractor shall submit a Phase-In Plan as a part of its technical proposal in accordance with the Contract. The government will provide existing contract phase-out plans, if available and requested, to the proposing contractors to assist their efforts.

The Contractor shall also establish and implement plans for an orderly phase-out of the contracted operations at the termination of this Contract. The Contractor shall submit a Phase-out Plan to the CO for evaluation and approval six-months after contract start. The Contractor's phase-out procedures shall not disrupt or adversely impact the day-to-day conduct of Government business. The Contractor shall provide the CO with the copies of changes and revisions for review and approval prior to implementation.

5.5.2 Transition Support (Phase-In)

The Contractor shall develop comprehensive procedures for phasing in contractor performance to the level prescribed and within the time allowed under the terms of this contract.

The period between Contract award date and Contract start date will constitute the phase-in period. During the phase-in period, the Contractor shall prepare to assume full responsibility for all areas of operation in accordance with the terms and conditions of this contract. The Contractor shall take all actions necessary for a smooth transition of the contracted operations.

This period will be approximately 120 calendar days in duration. The Government will make all facilities and equipment accessible to the Contractor during the phase-in period. During the last 60 days of the phase-in period, the Contractor's management personnel will be permitted to observe any on-going operations, as approved by the CO.

During the phase-in period, the Contractor shall at a minimum:

- Establish a Contractor's Project Management Office to coordinate phase-in tasks and be the single point of contact for the Government during the phase-in.
- Recruit and hire necessary personnel.
- Obtain all required certifications and clearances, including personnel security clearances
- Participate in development of joint inventories and sign for Government furnished property/equipment/information.
- Develop and submit any required deliverables.
- Attend post-award meetings as required
- Accomplish necessary training to support the O&M functions.

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5.5.3 Transition Support (Phase-Out)

The Contractor shall develop a Phase-Out Plan to affect a smooth and orderly transfer of contract responsibility to a successor. The plan shall fully describe how the Contractor shall, at a minimum, approach the following issues: employee notification; retention of key personnel; turn-over of work-in-progress, inventories, and Government property; removal of Contractor property; data and information transfer; and any other actions required to ensure continuity of operations.

The Contractor's Phase-Out Plan shall, at a minimum, require an inventory by the incumbent and the Government before conduct of a joint inventory between the incumbent and the successor. The Plan shall, at a minimum, also include: reconciliation of all property accounts, requisitions, and work-in-progress; turn-in of excess property; clean-up of Contractor work areas; provision for training of the successor's personnel on Government furnished information systems used in performance of this contract, specialized equipment, utilities systems, and ongoing work that the successor would be required to complete; and, security debriefings in accordance with FSA security procedures for incumbent personnel holding security clearances.

Sixty calendar days prior to the completion of this contract (to include option periods); an observation period shall occur, at which time management personnel of the incoming workforce may observe operations and performance methods of the incumbent contractor. This will allow for orderly turnover of facilities, equipment, and records and will help to ensure continuity of service. The Contractor shall not defer any requirements for the purpose of avoiding responsibility or of transferring such responsibility to the succeeding contractor. The Contractor shall fully cooperate with the succeeding contractor and the Government so as not to interfere with their work or duties.

5.6 OPERATIONS

5.6.1 Compliance with FSA Approved Technology Standards and Products

The FSA Technology Standards and Products Guide documents FSA's enterprise technology standards and products that should be used in FSA solutions. Existing software standards should be used to prevent duplication, redundancy, and incompatibility, and to lower costs and reduce technical complexity. If business or technical requirements require functionality or capabilities that do not exist or are redundant with an existing standard, the Contractor shall seek approval for adoption of a new standard and/or request an exception from the FSA Engineering Review Board (ERB). Refer to the FSA Technology Standards and Products Guide for additional information:

https://studentaid.ed.gov/sa/sites/default/files/fsawg/static/gw/docs/ciolibrary/Technology_Standards_and_Products_Guide.pdf

5.6.2 Governance & Review Boards Compliance and Support Requirement

The contractor shall coordinate changes to the technology baseline in conjunction with the Department's investment management, enterprise architecture, enterprise change management, release management, and standards governance review board processes, such as: Federal Student Aid Investment Review Board (IRB), Engineering Review Board (ERB), and Enterprise Change Control Board (ECCB), and program specific change management boards and others as required.

<https://studentaid.ed.gov/sa/about/contracting-info/it-standards>

5.6.3 Audits & Reviews Compliance and Support Requirement

The contractor shall provide information and assistance to support periodic project and system specific auditing activities that Federal Student Aid conducts such as IV&V, QA, and LMM compliance and audits. The contractor shall maintain traceability of configuration items, including baselines and builds, to support all the functions of the Lifecycle Management Methodology, Change Management and Configuration Management processes.

On a periodic basis but no less frequently than annually, the Government will conduct quality assurance reviews to reduce the likelihood of risk causes and establish a basis of confidence that the contractor meets the quality and performance requirements of the contract. Government Contractor quality assurance at the source encompasses one or more of the following based on defined risk:

- Process Reviews: Reviews to determine the suitability, adequacy, and effectiveness of the process to achieve product outputs that meet contract requirements.
- System Assessments/Audits: Systematic, independent assessments and audits of the various elements of the contractual quality management system impacting process or product quality.
- Management and program reviews and meetings: Maintains open channels of communication.

Contractor shall comply with these reviews by providing the Government access to its physical facilities, its quality management system and other relevant documentation as well as allowing for onsite meetings/interviews with its key technical and management personnel as needed. Government reserves the right to add other quality assurance surveillance methods as required on routine, periodic, and/or random basis at no additional cost.

5.6.4 Compliance and Support Requirement on External Studies or Investigations

Notwithstanding other terms of this contract, the Contractor shall accommodate the Department in providing information related to contract performance; respond to requests for information and data calls; and respond inquiries from other Federal entities, all of which have been transmitted through the contract officer, including but not limited to: Congress; Comptroller General; Office of Management and Budget; Office of the Inspector General; and General Accounting Office (GAO). Such requests may also take the form of a Departmental program or Technology Office inspection, validation, or audit. The contractor shall furnish the requested information within the time constraints of the request.

5.6.5 Compliance with FSA Lifecycle Management Methodology

The contractor shall comply with the FSA's governance model (which is the FSA Lifecycle Management Methodology, abbreviated as LMM) which defines the control level activities, including all management and technical stage gates, and a minimum set of documentation requirements to successfully oversee a program or project, or the development and implementation, operating support and disposal of a solution. FSA's LMM is flexible and accommodates agile (see page 13 of the LMM Process Guide).

Refer to the Lifecycle Management Methodology section of the Federal Student Aid Technology Office IT Standards Library for additional information.

<https://studentaid.ed.gov/about/contracting-info/it-standards>

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https://studentaid.ed.gov/sa/sites/default/files/fsawg/static/gw/docs/ciolibrary/LMM_Process_Guide.pdf

If the contractor proposes use of their own methodology, the contractor shall provide a Lifecycle Management Methodology (LMM) Compliance Matrix that details how their Systems Development Lifecycle (SDLC), activities and deliverables/work products trace to the Lifecycle Management Methodology Stages, Core Deliverables and Stage Gate Entry/Exit Criteria.

Any expectations or assumptions requiring exemptions or modifications specific to the acquisition being conducted on any Federal Student Aid standards must be included in the proposal and explicitly accepted by Federal Student Aid at the time of award.

The contractor shall deliver LMM documentation and deliverables in a format prescribed by the FSA LMM templates and exemplars. Depending upon the specific needs of each task order or contract modification however, the FSA program office and contractor, in conjunction with guidance from the LMM SME, may agree to modify these templates on a mod by mod basis. If the contractor proposes use of their own template or a different deliverable format, the contractor shall provide a matrix that details how the content in their deliverable maps to the content required by the LMM template(s).

5.6.6 Collaboration Requirement on Testing & Change Management

The contractor shall collaborate with FSA's Test Manager, the other contractors, and other project team members as needed to facilitate the success of activities.

The contractor shall collaborate with all service providers who use the change management tool and who are required to use change management and configuration management processes and all data center Information Technology Infrastructure Library (ITIL) Service Support and Service Delivery processes.

5.6.7 Collaboration with All Other Participants in Performance of Contract Requirements to FSA

The contractor shall collaborate with FSA Technology Office Services, Business Units, and Other Contractor support staff in the holistic delivery of required services and results to FSA.

5.6.8 Configuration & Change Management Traceability Requirements

The Contractor shall ensure that all FSA Enterprise Configuration and Change Management transactions that involve the system(s) are supported, processed, and managed efficiently. Refer to the Lifecycle Management Methodology section of the Federal Student Aid Technology Office IT Standards Library for additional information.

<https://studentaid.ed.gov/about/contracting-info/it-standards>

5.6.9 Release Management Requirements

The contractor shall coordinate all changes to approaches and processes used to implement changes to Federal Student Aid IT operations and services hosted at FSA data centers, or in another facility that connects with the FSA data centers through government provided networks or telecommunication services. The contractor shall follow the FSA Enterprise Change Management (ECM) processes to ensure all changes are coordinated, reviewed, and approved through Federal Student Aid organizational areas. As part of this process, the contractor shall provide input into, and collaborate with, the FSA Service Management process, where applicable. The contractor shall participate in system or production readiness reviews prior to release of any production changes.

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The contractor shall support testing of any changes that touch a system the contractor supports or is within the contractor's area of responsibility. The contractor shall perform changes and maintenance of existing systems, releases, implementation of new systems, and decommissioning or termination of systems during the FSA Weekly Maintenance Window, where applicable.

5.6.10 Systems Development, Operations, and Maintenance

The Contractor shall adhere to the approved program lifecycle management process for systems development, maintenance and operations of all systems including those developed to facilitate the processing and transmission of government information (such as a call center or IVRU interconnecting with another separate system serving FSA's mission.) In accordance with the FSA Lifecycle management Methodology (LMM), which shall be used unless a specific alternative process is completely documented in writing and is then approved by FSA. Refer to the FSA Technology Office IT Standards Library for additional information at <http://studentaid.ed.gov/about/contracting-info/it-standards>.

5.7 DELIVERABLES

All Deliverables in Table 6 below shall be provided electronically whenever possible. Electronic delivery via e-mail shall be acceptable, with the deliverable files in both Acrobat.pdf and a current Microsoft Office format suitable for the report (e.g. Word, Excel, etc.) unless FSA requests a different format. Deliverables shall be submitted to the Contracting Officer, COR, and Program Manager, and/or other representatives as designated by FSA.

The Government shall review each deliverable and provide written notice of acceptance or rejection within seven (7) business days upon receipt. Upon notice of formal written rejection from FSA's CO, the Contractor shall address all comments/ changes and submit a revised deliverable within five (5) business days if the changes can be easily addressed and understood by both the Government and Contractor. If the deliverable is rejected and/or must be altered to significantly change the deliverable, the Contractor will have seven (7) business days to resubmit from date of the Government's notice. The Government shall review the deliverable to determine that:

- It addresses the government's requirement as stated in this PWS
- It is organized appropriately and written clearly and free of grammatical errors
- It is formatted in both Microsoft (MS) Word or Adobe Acrobat or other acceptable format such as MS Excel or MS PowerPoint
- It adheres to industry (e.g., PMI PMP®), government (e.g., FISMA, NIST), and FSA standards, guidance, and regulations (e.g., Lifecycle Management Methodology (LMM), Management's IT assessments as a function of security authorization, formerly certification and accreditation from FSA Technology Office), as applicable and related to documentation content, format, quality, and contractual terms.

A deliverable is deemed complete upon FSA's approval. Next Gen BPO Providers shall furnish deliverables specified herein in accordance with the delivery schedule and requirements, to the delivery point(s) specified in the table below. The vendor and FSA shall work together to establish and/or finalize Acceptance Criteria within 20 business days post award.

For deliverables 21 – 27, Next Gen BPO Providers shall support the production of the following operational reports/work products, using the tools and systems provided by FSA, an existing FSA solution, and/or Next Gen partners for FSA's review and comment. The vendor and FSA shall work together to establish the frequency for all deliverables. FSA will work with Next Gen BPO

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Providers post-award to define due dates for all operational reports/work products and will collaborate with vendors to identify other supplementation work products to support Common Performance Standards and achieve overarching Next Gen goals.

Table 6 – FSA Deliverable Table

<i>FSA Deliverable Table</i>				
#	Deliverable	Description	Due Date and Frequency	*Acceptance Criteria
1	Project Kick-off Meeting	Kick-off meeting to begin discussions on detailed requirements and the project schedule. <ul style="list-style-type: none"> • Presentation • Meeting Minutes 	Within five (5) business days of award	<ul style="list-style-type: none"> • Project kick-off is scheduled. • Project kick-off materials are defined with stakeholders including roles/responsibilities, project milestones, third-party dependencies, current action items, risks, known roadblocks, team contact information, meeting cadence, and high-level solution or scope overview. • Presentation materials delivered. • Minutes due one (1) business day after Project Kick-off Meeting.
2	Project Management Plan	Detailed project management plan and project schedule for the complete contract scope. Includes Scope Management Plan, Cost Management Plan, Risk Management Plan,	Three (3) weeks after award and redelivered every month thereafter.	<ul style="list-style-type: none"> • Draft Project Management Plan delivered to FSA within five (5) business days of award. • Final project plan and project schedule, including full project

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		Quality Management Plan, Resource Management Plan, Schedule Management Plan, Communication Management Plan, Performance Management Plan, and Performance Monitoring Plan.		scope, cost, risk, quality, resources, schedule, communication, and performance management plans, as well as performance monitoring plans, are delivered to FSA three weeks after award and redelivered every thirty (30) days thereafter with appropriate updates
3	Status Meetings and Status Reports	Status report on progress, performance metrics, schedule, incidents, action and issue log, and risk log/risk register.	Daily/Weekly – Standard day/time for reports and meetings to be determined but reports due one (1) business day prior to the weekly status meeting. Minutes due one (1) business day after weekly status meeting	<ul style="list-style-type: none"> • Meeting requests received. • Presentation materials, weekly status report, containing progress, performance metrics, schedule, incidents, action and issue log, and risk log, is delivered to FSA. at least one (1) business prior to scheduled meetings. • Meeting minutes delivered one (1) business day following each meeting. • All open and closed action items with corresponding due dates and owners, project risks, and corresponding severities with mitigation strategies are documented and delivered weekly.

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4	Requirements Management Plan	Defines how requirements will be elicited, structured, and prioritized; how requirements will be recorded; how requirements will be modified; and how requirements will be traced and reconciled.	Initial plan to cover all operational functionality at least five (5) business days prior to Requirements Stage gate and annually thereafter; Updated for each release. Final version for each release delivered prior to Requirements Stage Gate	<ul style="list-style-type: none"> • Requirements Management Plan delivered that outlines the overall approach to requirement definitions and that contains all details necessary to effectively structure, prioritize, and record requirements for each release; and to trace and reconcile changes to those requirements. • Updated requirements plan with specific release requirement changes is delivered to FSA prior to the Requirements Stage Gate of each release.
5	Requirements Documents	High-Level Requirements Requirements Traceability Matrix mapped to test cases.	Initial plan to cover all operational functionality at least five (5) business days prior to Requirements Stage gate and annually thereafter; Final version for each release delivered prior to Requirements Stage Gate	<ul style="list-style-type: none"> • High-level operational requirements are captured and shared with FSA prior to the Requirements Stage Gate and annually thereafter. • Each requirement is mapped to test case(s) for traceability. • Requirements Traceability Matrix is updated and delivered for each release prior to the Requirements Stage Gate.
6	Integrated Master Project Schedule	Planned dates to start and complete tasks and	Within five (5) business days of award; updated and	<ul style="list-style-type: none"> • Master project schedule is maintained and sent to

		<p>milestones, including work to be done by FSA as well as any vendors participating in the project.</p>	<p>redelivered weekly thereafter.</p>	<p>FSA on a weekly basis and includes changes to dates, tasks, and milestones, as well as dependencies on FSA and other partners.</p> <ul style="list-style-type: none"> • Integrated Master Project Schedule shows: <ul style="list-style-type: none"> ○ Work to be done by FSA ○ Work to be done by Vendors
7	<p>Solution Architecture and Detailed Design Document</p>	<p>Combines both a high-level and detailed view of the solution architecture.</p> <ul style="list-style-type: none"> • Includes description and diagrams of infrastructure, network, telecommunications, security, data, desktop, and other equipment • Addresses all Technical Quality Control (TQC) factors and sub-factors identified as applicable and in scope • Includes mitigation strategies for all risks identified in the Technical Quality Control reviews • Includes Interface Control Documents 	<p>Draft due fifteen (15) business days prior to Design Stage gate and annually thereafter</p> <p>Final version for each release delivered at least five (5) business days prior to Design Stage Gate</p>	<ul style="list-style-type: none"> • Overall Solution Architecture and Detailed Design Document that addresses all applicable Technical Quality Control (TQC) factors is delivered to FSA a minimum of five (5) business days prior to the first Design Stage Gate and includes: <ul style="list-style-type: none"> ○ A solution description and diagram of the infrastructure, network, security, data, desktop, and other equipment, conveying the installation and configuration detail necessary to

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		<p>(ICDs) to document all interfaces</p> <ul style="list-style-type: none"> • Conveys detail necessary to support critical design reviews before installation and configuration 		<p>support design reviews.</p> <ul style="list-style-type: none"> ○ Interface Control Documents (ICDs) documenting all interfaces. ○ Mitigation strategy for any risks identified prior to the TQC Review. <ul style="list-style-type: none"> • Overall Solution Architecture and Detailed Design Document is updated and delivered to FSA after the initial approval and annually thereafter. • Overall Solution Architecture and Detailed Design Document is updated with changes specific for a release.
8	Master Test Plan	<p>Details high level and overall test planning and test management. Master Test Plan includes objectives for the security control assessment and procedures for testing each control. Includes, but is not limited to, the following types of testing: Network, Telephony, User Acceptance, Inter-</p>	<p>Initial test plan to cover full system functionality at least ten (10) days prior to Test Readiness Review</p> <p>Final version for each release delivered prior to Test Readiness Review</p>	TBD

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		system, and Performance		
9	Testing Documentation	Testing documentation for all testing activities completed (e.g. test scenarios, cases, and scripts; summary reports; and QA/QC records).	Drafts due per release schedule; final version for each release delivered prior to Test Readiness Review.	TBD
10	Implementation Documentation	<ul style="list-style-type: none"> • Management Plan • Training Plan • Standard Operating Procedures • Configuration Management Plan (plan should focus on call center security, network, telecommunications, data, desktops, and equipment configuration) • Transition Management Plan (plan should include contract and/or of call center operations transition) 	<p>Prior to receiving Authorization to Operate.</p> <p>Updates to system documentation as system changes necessitate; minimally reviewed and updated annually.</p>	TBD
11	Lessons Learned Reports	All aspects of the project or project stage are analyzed, and results and opportunities for improvement are documented	Within two (2) weeks after each update to call center changes, such as desktop software upgrades	TBD
12	System Security and Privacy Documentation	<p>Privacy Artifacts:</p> <ul style="list-style-type: none"> • Privacy Threshold Analysis (PTA) • Privacy Impact Assessment (PIA) • System of Records Notice (SORN) 	Prior to receiving Authority to Operate	TBD

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		<p>External Data Exchange Artifacts:</p> <ul style="list-style-type: none"> • Memorandum(s) of Understanding (MOUs) • Computer Matching Agreement(s) • Interconnection Security Agreement(s) (ISA) <p>Continuity of Services Artifacts:</p> <ul style="list-style-type: none"> • Business Impact Assessment (BIA) • IT Contingency Plan (Includes Test Plan) • Disaster Recovery Plan <p>System Security Documentation Artifacts:</p> <ul style="list-style-type: none"> • Data Sensitivity Worksheet • System Authorization Boundary • System Security Plan (SSP) • Incident Response Plan (IRP) • Breach Notification Policy and Response Plan <p>Security Risk Assessment Artifacts:</p> <ul style="list-style-type: none"> • Security Assessment Plan • System Security Documentation Checklists 		
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		<ul style="list-style-type: none"> • Security Assessment Report • Plans of Actions and Milestones (POAMs) • Data Retention Schedule 		
13	Security Documentation Post-ATO	Property Management Plan <ul style="list-style-type: none"> • FISMA Metrics Report • Annual Self-Assessment (if not in OSA program) • Incident Response Test Plan and Test Report • Contingency Test Plan and Test Report • Standard Operation Procedures • Equipment Retirement Plan • Equipment Disposal Plan 	Updated as changes occur or directed by FSA	TBD
14	Transition Support (Phase-Out)	Phase-Out Plan	Six (6) months after award; updated manually.	TBD
15	Security Reports	All sub-reports shall follow the standard formats as required in the Information Resources Program Elements (IRPE). <ul style="list-style-type: none"> • CyberScope Report • Clearance and Suitability Report • Application Access Report • Staffing Change Report • Recertification of User Access and 	Monthly; day to be determined.	TBD

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		Authenticator Activation		
16	Contractor PIV and PIV-I Card Deliverable	Monthly Vendor Employee Report (FSA 39-5 deliverable)	First business day after the close of each month	TBD
17	Technology Business Management (TBM) Data Report	Completed TBM Data Report Template in accordance with the instructions in the annual A-11 OMB Circular on the Budget Submission Requirement, specifically in the section containing the Capital Planning and Investment Control (CPIC) for IT Investments	Quarterly	TBD
18	Small Business Participation Plan (SBPP)	Completed SBPP submitted in accordance with FAR 52.219-9	Annually	Submit Individual Subcontracting Report (ISR) through electronic Subcontracting Reporting System (eSRS) within 30 days of the close of each reporting period.
19	Continuation of Mission Critical Services Plan	Describes processes and procedures to ensure continued availability of services under contract. Any alternate site used as part of Disaster Recovery shall be fully operational within 48 hours of a declared disaster. The Next Gen BPO Providers shall identify in the Plan	No later than sixty (60) calendar days after award; maintain and update as necessary	In accordance with FSA 37.2 Continuation of Mission Critical Contractor Services

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		the provisions made for the acquisition of mission critical personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed.		
20	NIST Cost Capabilities Report	Completed NIST Cost Capabilities Report Template. Percentage of total cost associated with each selected NIST Capabilities Cost. The total of the percentages must be 100% of the Security and Compliance Cost Tower in the TBM Data Report deliverables.	Two (2) weeks after award. Every six (6) months in August and February thereafter	TBD
21	Contact Type Reporting	Detailed reporting on contact type inquiries	Daily/Weekly/Monthly – Standard day/time for reports to be determined. FSA to provide systems/data to support reporting.	TBD
22	Customer Satisfaction Survey Result	Results from Customer Service Satisfaction Surveys	Daily/Weekly/Monthly – Standard day/time for reports to be determined. FSA to provide systems/data to support reporting.	TBD
23	Workload Distribution Reporting	Reporting detailing the distribution of work and accounts.	Daily/Weekly/Monthly – Standard day/time	TBD

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			for reports to be determined. FSA to provide systems/data to support reporting.	
24	Efficiency and Effectiveness Performance Reporting	Reporting for Next Gen BPOs to include Average Handle Time, Hold Time, Average Speed to Answer, Abandon Rate, etc.	Daily/Weekly/Monthly – Standard day/time for reports to be determined. FSA to provide systems/data to support reporting.	TBD
25	Quality Reporting	Reporting detailing First Contact Resolution, Accounts brought current after RPC, Back-office task quality reporting, etc.	Daily/Weekly/Monthly – Standard day/time for reports to be determined. FSA to provide systems/data to support reporting.	TBD
26	Forecasts Analysis	Analysis of Call Center and Back-Office Forecasts.	Daily/Weekly/Monthly – Standard day/time for reports to be determined. FSA to provide systems/data to support reporting.	TBD
27	Campaign and Strategy Plans	Analysis and detailed campaign plans that include outreach strategy, audience, goals, and success measures.	Daily/Weekly/Monthly – Standard day/time for reports to be determined. FSA to provide systems/data to support reporting.	TBD

***Note:** The BPO Provider and FSA shall work together to establish and/or finalize Acceptance Criteria for all deliverables within twenty (20) business days of award.

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IRPE Appendix A: Service Level Agreements for Contractor Employee Vetting Monitoring

SLA #	Objective	Measurement	Standard/Period (w/disincentive (if applicable))	Notes
1	Timely e-QIP submission. Submit e-QIP form to the COR/ISSO within 24 hours of a contractor employee's assignment to a Department contract and ensure that the forms are accurate and complete (reference EDARS 3452.239-72). (Time frame may change based upon Departmental policy)	Send a confirmation email to the FSA CO/COR/ISSO and Program Management by 5:00PM of the due date that certifies the success of complete, accurate, and timely forms submission	95% complete, accurate, and timely submissions over monthly period Period – Monthly Metric Disincentive - \$5,000 per 6C, \$2,500 per 5C, and \$500 per 1C over the standard in the reporting period	Example: For a contractor employee reporting for duty Monday, August 17, 2020, e-QIP initiation must be received by 5:00PM of Tuesday, August 18, 2020.
2	Timely resolution of e-QIP information deficiencies. If any information on e-QIP forms is not complete or the submission is returned for any reason, the contractor must resubmit the forms to the COR/ISSO within 7 (reference OM: 5-101) business days or the contractor	Send a confirmation email to the FSA CO/COR/ISSO and Program Management by 5:00PM of the due date that certifies the success of timely e-QIP form re-submission or the removal of the contract employee from the contract	99% complete, accurate, and timely re-submission over monthly period Period – Monthly Metric Disincentive - \$5,000 per 6C, \$2,500 per 5C, and \$500 per 1C over	

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	employee must be removed from the contract		the standard in the reporting period	
3	Security Monitoring - When vetting information is returned with status, background investigation type and date, monitor contractor employee vetting and employment status under the contract to ensure reinvestigations are submitted 30 calendar days prior to expiration, departed employees are identified and removed, and any security changes are annotated.	A consolidated report of all employees in the format shown below will be submitted to the COR and ISSO (copy to the CO) within 5 business days following each three month period of performance for identification of changes over the last quarter (new employees, employees in the vetting process (and status), change in risk level (5C/6C), and resubmittals for employees 30 calendar days prior to the investigation expiration and departed employees).	95% complete and accurate over quarterly period Period – Quarterly Metric Disincentive - \$1,000 per error over the standard in the reporting period	Submittal of quarterly report does not replace timely requests for e-QIP for new employees, monitoring status of reinvestigation requests, requesting reinvestigation 30 days before expiration, or notification that an employee has departed. COR will spot check quarterly and submit annually to the Extended Workforce Vetting Office for a 100% validation when requested.
4	Timely Submittal of Reinvestigation Requests. EDARS 3452.239-72 requires contractor employees in High Risk 6 (C) positions to submit security packages for re-investigation every five years. Once a contractor	A confirmation email to the FSA CO/COR/ISSO and Program Management 30 calendar days prior to the investigation expiration date that certifies the success of complete, accurate, and timely	95% complete, accurate, and timely submission over quarter Period – Quarterly Metric Disincentive - \$1,000 per error	

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	employee is deemed fit to perform work, a determination and expiration date will be provided back to the contractor for tracking. Contractors must submit re-investigation packages to e-QIP 30 calendar days prior to investigation expiration.	form re-submissions.	over the standard in the reporting period	
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IRPE Appendix B: Personal Identity Verification (PIV) Card Requirements

There are two different situations in which PIV cards are used to gain access to FSA networks, applications and data.

- PIV cards used with internally hosted solutions (such as the FSA Next Generation Data Center)
- PIV-I cards used with externally hosted solutions (such as a contractor’s facility)

The following two sections detail the requirements for these two situations.

- 1. PIV Card for Internally Hosted Solutions**
- 2. Requirements for Personal Identity Verification Credential (PIV card) for U.S. Department of Education (ED) Educate Network and Federal Student Aid (FSA) Data Center (NGDC/VDC) Access**

General Requirement: All contractors accessing ED and FSA networks and/or data centers (Next Generation Data Center (NGDC) and Virtual Data Center (VDC)) who are classified as Privileged Users (PU) are required to use government furnished Personal Identity Verification (PIV) cards for authentication and access.

Note: FSA prohibits contractors from granting access to FSA systems without approval by the Department.

Definitions:

- A Privileged User is defined as a user of an Information System with more authority and access than a general user. For example: users with root access, database administrator,

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application administrator, network administrator, system administrator, information assurance manager, information assurance officer. (See “Example Privileged User Roles and Job Functions (All Environments)” for additional examples of Privileged Users).

- A PIV card is an identity card that is issued by Federal government and is fully conformant with Federal PIV standards (i.e., Federal Information Processing Standard (FIPS 201-2)). PIV card credential is a Level of Assurance 4 (LOA4) as defined in OMB Memorandum 04-04 and NIST SP 800-63-2 or Identity Assurance Level 3 (IAL3) and Authenticator Assurance Level 3 (AAL3) as defined in NIST SP 800-63-3.

Reporting Requirement: Although PIV cards are issued and managed by FSA, the Contractor shall still provide a monthly PIV Card report to FSA including:

- Number of privileged users with PIV cards disabled in the last 30 days.
- Number of privileged users with PIV cards enabled in the last 30 days.
- Total number of privileged users with PIV cards.

PIV Card Readers: PIV Card Readers shall comply with the requirements specified in NIST SP800-96 and conform to the [ISO7816] standard for the card-to-reader interface. These readers shall conform to the Personal Computer/Smart Card (PC/SC) Specification [PCSC] for the reader-to-host system interface in general desktop computing environment.

How PIV Cards are issued: FSA issues PIV cards according to the following criteria:

- a) If there are 25 or fewer employees performing duties as privileged user at the place of performance; AND the place of performance is located within 2.5 hours of the Department of Education Headquarters or Regional Office by motor vehicle: The individual will be required to travel to a Department of Education Headquarters or Regional Office.
- b) If the number of privileged users in a place of performance exceeds 25 persons, or the place of performance exceeds a 2.5-hour trip by motor vehicle, then an ED representative will travel to the vendor’s place of performance to issue the PIV card.

FSA will not provide PIV card readers.

Additional Instructions:

Please ensure the following information is addressed in technical and cost proposals:

- Total number of privileged users
- A list of the user roles being considered as privileged
- A list of user roles being excluded
- Contractor / Subcontractor company name(s)
- Number of privileged users at place of performance
- Resource(s) being accessed, including location
- Current method of accessing the resource

Examples of Privileged User Roles and Job Functions (All Environments):

Database Administrator:

- Installing and upgrading the database server and application tools

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- Allocating system storage and planning future storage requirements for the database system
- Modifying the database schema, as necessary, from information given by application developers
- Enrolling users and maintaining system security
- Controlling and monitoring user access to the database
- Monitoring and optimizing the performance of the database
- Maintaining archived data
- Backing up and restoring databases

Application Administrator:

- Perform application tuning, configuration, monitoring, and administration.
- Plan and manage application software upgrades.
- Analyze custom administrative software requests and present solutions.
- Optimize application performance.
- Perform daily monitoring and capacity planning for enterprise information systems.

System Administrator:

- Analyzing system logs and identifying potential issues with computer systems.
- Introducing and integrating new technologies into existing data center environments.
- Performing routine audit of systems and software.
- Applying operating system updates, patches, and configuration changes.
- Installing and configuring new hardware and software.
- Adding, removing, or updating user account information, resetting passwords, etc.
- Responsible for documenting the configuration of the system.
- Troubleshooting any reported problems.
- System performance tuning.
- Ensuring that the network infrastructure is up and running.
- Configuring, adding, and deleting file systems.

Network Administrator:

- Install and support LANs, WANs, network segments, Internet, and intranet systems.
- Install and maintain network hardware and software.
- Analyze and isolate issues.
- Monitor networks to ensure security and availability to specific users.
- Evaluate and modify system's performance.
- Maintain integrity of the network, server deployment, and security.
- Deploy networks and network equipment.
- Perform network address assignment.
- Enter routing protocols and routing table configuration.
- Enter configuration of authentication and authorization of directory services.
- Maintain network servers such as file servers, VPN gateways, and intrusion detection systems.

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- Administer servers, desktop computers, printers, routers, switches, firewalls, phones, personal digital assistants, smartphones, software deployment, security updates and patches.

Information Assurance Manager/Officer:

- Perform security tool administration providing risk analysis of the following:
 - Vulnerability scanners
 - Security event logging & monitoring analyzers
 - Intrusion Detection/Prevention System (IDS/IPS) and firewall logs
 - Performs system and network security audits
 - Anti-virus products and central console
- Perform the day to day operations, management and administration to protect the integrity, confidentiality, and availability of information assets and technology infrastructures of the organization:
 - IDS/IPS/Firewalls
 - Anti-virus
 - Event log analysis
 - Access the system or infrastructure to perform threat, vulnerability, and risk assessments
 - Access the system or infrastructure to manage/perform security audits
 - Access the system or infrastructure to perform or assist with investigations
 - Access the system or infrastructure to coordinates the handling and resolution of incidents of security breach
- Day-to-day operations and maintenance of computer facilities and IT resources including network support, server support, desk top support, and telecommunications services

PIV-I Card for Externally Hosted Solutions

Requirements for Personal Identity Verification Interoperable (PIV-I card) Credential for Access to Federal Student Aid (FSA) Partner-Hosted Solutions

General Requirement: The Contractor shall ensure that all Privileged Users who work on IT resources and applications containing or accessing FSA’s data utilize the PIV-I cards that their organization secure. The Contractor shall provide PIV-I cards, provide card readers, and require Privileged Users to use the PIV-I card for authentication and access to IT resources and applications containing or accessing FSA’s data satisfying an Identity Assurance Level (IAL3) and Authentication Assurance Level 3 (AAL3) as defined in NIST SP 800-63-3 (Level of Assurance 4 (LOA4) as defined in OMB Memorandum 04-04 and NIST 800-63-2).

There are approved and trusted 3rd Party vendors that can be contracted to provide card issuance services. The complete list of approved PIV-I vendors is available at <https://www.idmanagement.gov/trust-services/>

Note: FSA prohibits contractors from granting access to FSA systems without approval by the Department.

Definitions:

- A Privileged User is defined as a user of an Information System with more authority and access than a general user. For example: users with root access, database administrator, application administrator, network administrator, system administrator, information assurance manager, information assurance officer. (See “Example Privileged User Roles and Job Functions (All Environments)” for additional examples of Privileged Users).
- A PIV Interoperable (PIV-I) Card is an identity card that meets the PIV technical specifications to work with PIV infrastructure elements, such as card readers, and is issued in a manner that allows Federal government relying parties to trust the card. Non-Federally Issued (NFI) identity cards must conform to the NIST technical specifications for a PIV Card as defined in NIST SP 800-73 and FIPS 201-2 and meet the cryptographic requirements of FIPS 140 and NIST SP 800-78. Please refer to the latest version of “Personal Identity Verification Interoperability for Non-Federal Issuers” at <http://www.idmanagement.gov/> for additional information. In order to ensure this conformance, NFIs should refer to the General Services Administration (GSA) Approved Products List (APL) (See [FPKI - Approved PIV-I Credential Entities](#)) available at www.idmanagement.gov.

PIV-I Card Issuance Requirement:

- The Contractor shall not issue the PIV-I card to the Privileged Users of the FSA system until after FSA has approved access for these users.

Reporting Requirement: The Contractor shall provide a monthly PIV-I Card report to FSA including:

- Number of privileged users with PIV-I cards disabled in the last 30 days.
- Number of privileged users with PIV-I cards enabled in the last 30 days.
- Total number of privileged users with PIV-I cards.

PIV/PIV-I Card Readers: The Contractor shall provide PIV/PIV-I compatible Card Readers that comply with the requirements specified in NIST SP800-96 and conform to the [ISO7816] standard for the card-to-reader interface. These readers shall conform to the Personal Computer/Smart Card (PC/SC) Specification [PCSC] for the reader-to-host system interface in general desktop computing environment.

Note: The Contractor is advised to design procurement procedures and technical implementation for compliant system for Privileged Users (IAL3 and AAL3 per NIST SP 800-63-3 or LOA4 per OMB M-04-04 and NIST SP 800-63-2) in such a way that they can be expanded in the near future to include the Non-Privileged, general user population (your employees, contractors, and partners).

Examples of Technical Implementation of Compliant System using PIV/PIV-I Credentials:

Small Organization with a Windows domain, some Linux servers, and an Oracle database

The small organization can comply directly with the mandate by securing each component of the infrastructure using features that are native to the platform. To secure the Windows domain, the organization could enable leverage Windows smart card login from the PIV-I card by binding the PIV-I to their Active Directory and eliminating the user password. This approach is known as

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“user-based enforcement.” To secure the Linux domain, the organization may rely on the SSH keys contained within the PIV-I card and use a smart card compatible SSH client (such as “openssh” or “Putty-CAC”). To secure the Oracle database, the administrative users may be moved from passwords to certificate login, again relying on the SSL certificate within the PIV-I card to authenticate the admin user to the database. This example of a “direct solution” is the most inexpensive and expedient way to comply with these requirements.

Large Enterprise with Complex Legacy Systems

For a large organization with complex legacy systems, a better solution may be to deploy a privileged identity management tool. The tool functions as a “password vault” and allows for secure storage (and rotation of) the passwords used to perform privileged system access. The tool provides extensive logging and auditing capabilities to analyze anomalous access. This approach can be more expensive to implement but provides a path that may be simpler for a large system with extensive legacy applications and components, which make it impractical to individually secure each component using its extant capabilities.

Examples of Privileged User Roles and Job Functions (All Environments)

Database Administrator:

- Installing and upgrading the database server and application tools.
- Allocating system storage and planning future storage requirements for the database system.
- Modifying the database schema, as necessary, from information given by application developers.
- Enrolling users and maintaining system security.
- Controlling and monitoring user access to the database.
- Monitoring and optimizing the performance of the database.
- Maintaining archived data.
- Backing up and restoring databases.

Application Administrator:

- Perform application tuning, configuration, monitoring, and administration.
- Plan and manage application software upgrades.
- Analyze custom administrative software requests and present solutions.
- Optimize application performance.
- Perform daily monitoring and capacity planning for enterprise information systems.

System Administrator:

- Analyzing system logs and identifying potential issues with computer systems.
- Introducing and integrating new technologies into existing data center environments.
- Performing routine audit of systems and software.
- Applying operating system updates, patches, and configuration changes.
- Installing and configuring new hardware and software.
- Adding, removing, or updating user account information, resetting passwords, etc.
- Responsible for documenting the configuration of the system.
- Troubleshooting any reported problems.

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- System performance tuning.
- Ensuring that the network infrastructure is up and running.
- Configuring, adding, and deleting file systems.

Network Administrator:

- Install and support LANs, WANs, network segments, Internet, and intranet systems.
- Install and maintain network hardware and software.
- Analyze and isolate issues.
- Monitor networks to ensure security and availability to specific users.
- Evaluate and modify system's performance.
- Maintain integrity of the network, server deployment, and security.
- Deploy networks and network equipment.
- Perform network address assignment.
- Enter routing protocols and routing table configuration.
- Enter configuration of authentication and authorization of directory services.
- Maintain network servers such as file servers, VPN gateways, and intrusion detection systems.
- Administer servers, desktop computers, printers, routers, switches, firewalls, phones, personal digital assistants, smartphones, software deployment, security updates and patches.

Information Assurance Manager/Officer:

- Perform security tool administration providing risk analysis of the following:
 - Vulnerability scanners
 - Security event logging & monitoring analyzers
 - Intrusion Detection/Prevention System (IDS/IPS) and firewall logs
 - Performs system and network security audits
 - Anti-virus products and central console
- Perform the day to day operations, management and administration to protect the integrity, confidentiality, and availability of information assets and technology infrastructures of the organization:
 - IDS/IPS/Firewalls
 - Anti-virus
 - Event log analysis
 - Access the system or infrastructure to perform threat, vulnerability, and risk assessments
 - Access the system or infrastructure to manage/perform security audits
 - Access the system or infrastructure to perform or assist with investigations
 - Access the system or infrastructure to coordinates the handling and resolution of incidents of security breach
- Day-to-day operations and maintenance of computer facilities and IT resources including network support, server support, desk top support, and telecommunications services

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Additional Technical Requirements and References:

Please review the PIV Interoperable column and see Section J – Attachments for a list of applicable PIV-I references.

	Technical Requirements	PIV	PIV - Interoperable
Trust	Identity Assurance <ul style="list-style-type: none"> • Level of Assurance 4 • Identity Assurance Level 3 (draft NIST SP 800-63-3) 	●	●
	Authenticator Assurance <ul style="list-style-type: none"> • Level of Assurance 4 • Authenticator Assurance Level 	●	●
	Sustainability Assurance <ul style="list-style-type: none"> • Favorable Adjudicated National Agency Check with Inquiries (minimum) or other Tier 1 Investigation 	●	
	PIV policy object identifier on PIV Authentication Certificates	●	
	PIV-I Equivalent policy object identifier on PIV-I Authentication Certificates		●
	PIV Content Signing object signing certificate	●	
	PIV-I Content Signing equivalent object signing certificate		●
	Card stock certified	●	●
	PIV Application Identifier (AID)	●	●
	Command edge and NIST SP 800-85 conformant	●	●
Credential Edge	NIST SP 800-73-4 conformant GUID present in the CHUID	●	●
	RFC 4122 conformant UUID required in the GUID data element of the CHUID	●	●
	RFC 4122 conformant UUID present in the Authentication Certificates	●	●

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SECTION D - PACKAGING AND MARKING

D-1 FSA 27-1 Labeling of Documents (JUN 2007)

The Contractor shall not label any data produced in performance of this contract in a way that would restrict the Government's right to use or release the information, unless limited or restricted rights, as defined by 52.227-14, Rights in Data-General, were agreed upon and the contract explicitly delineates the data that are subject to limited or restricted rights. If applicable, the Contractor shall include a legend that identifies sensitive data that should not be released for security reasons. Deliverables shall not contain vendor-specific logos, mottos, watermarks, or holograms.

The Contractor shall not use, particularly for proposals, U.S. Government logos, such as the U.S. Department of Education or Federal Student Aid.

(End of Clause)

SECTION E - INSPECTION AND ACCEPTANCE

E-1 52.246-4 Inspection of Services – Fixed Price (AUG 1996)

SECTION F - DELIVERIES OR PERFORMANCE

F-1 52.242-15 Stop Work Order (AUG 1989)

F-2 52.242-17 Government Delay of Work (APR 1984)

F-3 52.247-55 F.O.B. Point for Delivery of Government-Furnished Property (JUN 2003)

F-4 FSA 37-2 CONTINUATION OF MISSION CRITICAL CONTRACTOR SERVICES (OCT 2012)

(a) Definition. As used in this clause—

(1) Mission Critical Contractor System or Other Services are defined as a system or other services that have a material impact on the accomplishment of the Federal Student Aid mission.

(b) The services under this contract are vital to the mission of the Department of Education (ED). The Contractor shall be responsible for the availability of all systems operated, or other services performed by the Contractor for ED, regardless of location. This clause applies to all or any part of the contract that includes services that directly support the agency's mission.

(c) The Contractor shall provide, implement, and maintain a Continuation of Mission Critical Services Plan (also referred to as Contingency Plan, or “The Plan”) for continuing performance of services no matter the circumstances. The Plan shall describe the processes and procedures that will be followed to ensure continued availability of services under this contract. Any alternate site used as part of Disaster Recovery shall be fully operational within **48 hours** of a declared disaster.

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The Contractor shall identify in the Plan the provisions made for the acquisition of mission critical personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed.

(d) The offeror shall provide with its offer a written preliminary plan describing how it will continue to perform the contractor services listed in Section C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK.

(e) Within **60 days** after contract award, the Contractor shall submit its Plan for approval, which shall be consistent with and further detail the approach contained in the offeror's proposal. The Plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document. The Plan must, at a minimum, address:

1. Name of company's officer overall responsible for the maintenance, management, exercising and execution of the Plan;
2. Plans and procedures;
3. Identification of mission critical functions;
4. The time lapse associated with the initiation of the acquisition of mission critical personnel and resources and their actual availability on site;
5. Delegations of authority, planned order of succession, and cross-training to ensure personnel are available to provide services and make key decisions;
6. Proposed alternate operating facilities, interoperable, connectivity and emergency communications approach;
7. Critical records or data storage procedures;
8. Protection of human capital;
9. Testing approach for annual tests;
10. Training plan;
11. Delegation of control and direction;
12. Reconstitution and resuming normal operations plans; and
13. Schedule for periodic review and revisions of Plan.

(f) The Contractor shall maintain and update its Plan as necessary and adhere to its requirements throughout the contract term. The Contractor shall not materially alter the Plan without the Contracting Officer's written consent.

(g) As directed by the Contracting Officer, the Contractor shall participate and collaborate with ED and its contractors in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices with internal and external entities. Results of the exercises shall be delivered to the Contracting Officer or other designated representative within **30 days** after the exercise.

(h) In the event the Contractor anticipates not being able to perform any of the mission critical contractor services identified in the paragraph above, the Contractor shall notify the Contracting Officer or other designated representative immediately and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations. In no way

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does (h) relieve the contractor of financial responsibility in meeting the contract terms and conditions.

(i) The Government reserves the right to use Federal employees of other agencies or support from other parties or to enter into new contracts for mission critical contractor services. Any new contracting efforts would be conducted in accordance with OFPP letter, "Emergency Acquisitions" May 2011 and FAR Part 18, respectively, or any other subsequent emergency guidance issued.

(j) The Contractor shall include the substance of this clause, including this paragraph (j), in subcontracts for the mission critical services.

(End of clause)

F-5 FSA 37-3 Disruption of Mission Critical Contractor System or Other Services (SEP 2012)

(a) Definition. As used in this clause—

(1) Mission Critical Contractor System or Other Services - are defined as a system or other services that have a material impact on the accomplishment of the Federal Student Aid mission.

(b) The contractor is required to coordinate all changes to mission critical contractor systems or other services used to implement Federal Student Aid IT operations and services with the individual(s) identified in (c) at least five business days prior to the changes, absent exigent circumstances. Emergency changes require immediate notification of the individual(s) identified in (c) as soon as the change requirement is known, but prior to the change. If the continuity of such systems or services is disrupted as a consequence of the Contractor's failure to adequately coordinate these changes with FSA, the Contractor may be subject to contractual remedies available to the government pursuant to the terms of the contract or as authorized by law.

(c) The Contractor shall contact the following individuals to coordinate all changes to mission critical contractor systems or services:

Contracting Officer and Contracting Officer's Representative

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 FSA 32-3, Invoice and Contract Financing Requests Submission – Invoice Processing Platform (December 2017)

(a) Payments shall be rendered in accordance with the identified payment schedule(s).

(b) The contractor shall submit invoices electronically in the web-based system, Invoice Processing Platform (IPP) that can be accessed at: <http://www.ipp.gov/>. All submitted invoices must be accompanied by supporting documentation in accordance with the

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contract's terms and conditions. The supporting documentation shall be submitted in the following formats: Adobe Acrobat (pdf), Microsoft Word (doc), Pictures (jpeg), Microsoft Excel (excel), or Microsoft Outlook message (msg). The invoice processing platform limits 25 attachments per invoice at 10 MB per attachment.

- (c) If the supporting documentation contains Personally Identifiable Information (PII) or Sensitive Unclassified Information, this information shall be sent to the Contracting Officer's Representative (COR), encrypted and/or password protected by email external to the IPP system.
- (d) If the Contractor does not have an IPP account that was established by either the Department of Education or another Government agency, the Contractor will need to go to www.IPP.gov and select "Vendors Enroll Now" and complete enrollment.
- (e) The Contractor must ensure that the "Accounts Receivable POC" Section of its SAM registration is accurate and up-to-date.
- (f) Upon completion of enrollment and within ten (10) business days of the Contractor entering or updating the "Accounts Receivable POC" information within the Contractor's SAM registration, the Contractor's Designated Primary Administrator will receive an email from the IPP Customer Support Team containing the Contractor's Designated Primary Administrator's IPP username. Within 24 hours of receiving the initial email, the Contractor's Designated Primary Administrator will receive a second email containing their IPP password. Once both emails have been received, the Contractor's Designated Primary Administrator must log into IPP and complete the registration process.
- (g) The Contractor's Designated Primary Administrator will be authorized to further designate other administrators under the Contractor's IPP account who may submit invoices on behalf of the Contractor.
- (h) In the event that an invoice is rejected in IPP, the contractor shall make the necessary corrections and resubmit the invoice by means of IPP. Any questions, concerns, or issues regarding the use of IPP should be directed to IPP Customer Support Team, as identified at <http://www.ipp.gov/>

(End of clause)

G-2 FSA 43-1 Change Request Modifications (NOV 2013)

This contract includes one or more Contract Line Item Numbers (CLINS) that will be used to fund Change Requests (CR). A CR may take the form of either a contract modification or other written documentation of the change. All CRs will be issued by a numerical sequence and date (CR95, 11/20/13) and further provide indication of the CLIN that provides an appropriation to fund the CR. In the event a CR is issued via written communication other than an SF-30 contract modification, the Contracting Officer will issue an SF-30 unilateral contract modification that summarizes all CR changes. Change request modifications issued on a more frequent basis are

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solely at the discretion of the Contracting Officer. CR summary modifications are for administrative convenience and confer no extra rights to the parties to the contract.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 Rights To Ensure Third Party Operation And Maintenance Of Solution

The Government shall have unlimited rights to any and all work, materials, object and source code, information, etc. necessary to ensure an independent third party could assume responsibility for operating and maintaining the solution (defined as everything necessary to successfully execute the objectives and requirements under this contract) without intervention by the contractor. It is understood that in regards to third-party commercial off-the-shelf (COTS) (includes Software as a Service subscriptions) licenses identified below, contractor will transfer the license to the Government upon delivery of the system in which COTS software forms part of the solution. The contractor will also deliver all modifications and customizations and documentation pertaining thereto as well as documentation detailing all configurations made for the solution. The Government acknowledges that it may only assume the rights afforded under those COTS software license agreements.

Software Name	Current version used by solution	Term (perpetual or term) (Note: If term, note expiration)	Basis of License (e.g. seat, user)	Software Vendor Name	Deliverable in which incorporated
Windows 10 LTSC	2004	Perpetual	Seat	Microsoft	BPO
Winzip	24	Perpetual	Seat	Cleverbridge	BPO
Acrobat Reader	2020-009	Continuous Release	Seat	Adobe	BPO
Microsoft Office 365	2005	Monthly Renewal	Seat	Microsoft	BPO
McAfee AV	5.6.5	Annual, January 1, 2021	Seat	McAfee	BPO
McAfee EPO Client	8.8.0	Annual, January 1, 2021	Seat	McAfee	BPO

The contractor is required to include as deliverables all work, materials, information, etc. necessary to accomplish this objective. Where the Government has not specified a deliverable that is necessary for an independent third party to operate and maintain the solution without the assistance of the contractor, the contractor notes such deliverable below.

Deliverable Name	Delivery Date

The Government may order additional deliverables per FAR 52.227-16, ADDITIONAL DATA REQUIREMENTS, upon discovery of inadvertently omitted deliverables. The contractor cannot use paragraph (b) of FAR 52.227-16 to withhold limited rights data or restricted computer software that is properly deliverable under this clause.

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This clause shall prevail over any terms and condition, caveat or assumption incorporated into this contract that is contrary to this objective.

(End of Clause)

H-2 Testing Approach

FSA will leverage the vendor's test plan in executing its oversight and ensuring proper testing of the solution is occurring. FSA shall have access to all testing materials (e.g. scripts, testing results, etc.) for review and feedback and shall be given the capability to oversee testing in person or remotely. FSA shall have the ability to conduct side-by-side user acceptance testing with the vendor to reduce cycle times.

(End of Clause)

H-3 Technology Business Management (TBM) Data Report

The TBM Data Report template (hereafter referred to as "report") is included as Attachment No. 23 to the contract. This Office of Management and Budget (OMB) required report shall be a quarterly deliverable under this contract. The contractor shall complete all pertinent fields of the report and provide timely delivery consistent with the instructions contained in the annual A-11 OMB Circular on the Budget Submission Requirement, specifically in the section containing the annual OMB Guidance on the Capital Planning and Investment Control (CPIC) submission requirements for Information Technology (IT) investments. The specific deliverable descriptions for the IT Towers and sub-towers and Cost Pools are found in Attachment No. 24, titled TBM Taxonomy Version 3.0.

The contractor shall review the informational materials and select the IT Towers and Cost Pools that pertain to their particular contract. Not all of the IT Towers nor all of the Cost Pools may apply to this contract. The contractor shall enter the percent (%) of total cost associated with each selected IT Tower and Cost Pool. The total of the percentages must be 100%. The contractor shall ignore the first IT Cost Pool for Internal Labor. FSA will determine that percentage and adjust the remainder of the Cost Pool percentages in order to sum the percentages to 100%.

In addition, after FSA receives this deliverable it will calculate the actual amounts using the percentages and actual total IT cost of the investment. FSA will provide the vendor the Security and Compliance actual costs so that the vendor can calculate the Cyber BDR Costs Percentages by NIST Categories deliverable.

OMB requires that the total of the IT Towers equal the total of the IT Cost Pools equal the total of the Lifecycle Cost table in the investment's business case.

(End of Clause)

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H-4 FSA 04-2 Records Management Requirements (NOV 2018)

This clause applies to all contractors and subcontractors whose employees create, receive, access, or use Federal records, as defined in Title 36 Code of Federal Regulations Chapter XII Subchapter B - RECORDS MANAGEMENT (Parts 1220 - 1240), regardless of the medium in which the record exists.

1.1 Definitions

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

The term Federal record:

1. Includes Federal Student Aid, Department of Education records.
2. Does not include personal materials.
3. Applies to records created, received, or maintained by Contractors pursuant to their Federal Student Aid contract.
4. May include deliverables and documentation associated with deliverables.

1.2 Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chapters. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. Federal Student Aid and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of Federal Student Aid or destroyed except for in

accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to Federal Student Aid. The agency must report promptly to NARA in accordance with 36 CFR 1230.

5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to Federal Student Aid control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand-carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure to the subcontractor of information, documentary material and/or records generated under, or relating to, the performance of this contract. The Contractor (and any sub-contractor) is required to abide by Government and Federal Student Aid guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with Federal Student Aid policy.
8. The Contractor shall not create or maintain any records containing any non-public Federal Student Aid information that are not specifically tied to or authorized by the contract.
9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
10. The Federal Student Aid possesses the rights to all data and records produced and delivered as part of this contract in accordance with the contract's data rights clauses and related agreements incorporated into the contract.
11. Contracts for system design and development on behalf of FSA, contracts to maintain systems on behalf of FSA or vendors using propriety systems to store federal records created on behalf of FSA must meet the requirements of 36 CFR Part 1236, Subpart B and Subpart C (1236.10§ 1236.12, 1236.14, 1236.22, 1236.24, 1236.26, and 1236.28 for the storage of federal records in electronic format). (Detailed requirements are attached if this contract requires system design and development.) The creation and use of electronic records in Vendor managed systems must be according to Federal regulations and FSA processes to ensure that recordkeeping functionality is developed for information systems

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managing electronic records including an approved federal record schedule and adherence to the schedule. New systems must determine retention periods at initiation, validate these during use changes, and implement authorized disposition instructions for system data and documentation. Contractors must adhere to the approved record schedule, with confirmed approval from FSA to destroy records per the schedule in a NARA compliant manner. Until a schedule is approved, all records must be retained indefinitely.

12. All Contractor employees assigned to this contract who create, work with or otherwise handle records are required to take Federal Student Aid, Department of Education provided records management training. The Contractor is responsible for confirming training has been completed by applicable individuals as follows:
 - a. All contractor personnel with Education email accounts or access to Education IT networks or networks with Education data *must* complete records management training within 60 days of employment and must complete annual refresher training.
 - b. All contractor personnel that create, receive, access, or use Federal records on behalf of the agency, regardless of whether those individuals have Education email accounts or IT network access.
 - c. Annual training must be completed within 60 days of receiving the training materials.
 - d. Attestation that all applicable staff have completed training may be sent by email to the COR with a cc: to the contracting officer, from an official authorized to communicate on behalf of the legal entity

1.3 Flow down of requirements to subcontractors

1. The Contractor shall incorporate the substance of this clause, its terms, and requirements including this paragraph, in all subcontracts for which permission is granted under paragraph 1.2.6 above.
2. The Contractor is responsible for compliance by the Subcontractor.

(End of Clause)

H-5 Task Orders and Assignment of Accounts and Work under this IDIQ

FSA will implement Next Gen BPO through the issuance of Task Orders. These Task Orders will be priced under the common pricing of the IDIQ contract.

Next Gen BPO Initial and Ramp-up Task Orders:

FSA will issue identical “Initial Task Orders” to all Next Gen BPO Providers under common pricing that will satisfy the minimum order under this IDIQ contract. The Initial Task Orders will require vendors to engage in activities necessary to achieve Authorization to Operate (ATO) and “Go-Live.” Such activities will include but are not limited to capacity planning, a training needs assessment, requirements review and refinement, and participation in integration and design sessions. Moreover, vendors shall engage in the following activities:

- Ensuring that adequate staffing is cleared through security,
- Ensuring staff have completed the requisite training; and

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- Ensuring that systems and facilities are operational, meet all security requirements, and can allow the vendors to perform activities to be assigned.

Vendors shall be considered “Performance-ready” when they have received an ATO, have an adequate staff with the required clearances, have facilities and systems necessary to perform work within the Next Gen Environment, and have staff that are Training-Certified. No Next Gen BPO Provider will be eligible for any type of Task Order that includes tasks under a Functional Area for which that vendor is not Performance-ready.

All Next Gen BPO Providers shall submit their application for ATO within four (4) months of the award of this IDIQ contract. FSA cannot process all ATO applications at the same time and will utilize the following objective methodology to determine which applications are handled first:

- FSA will triage ATO applications into “high quality” and “low quality” applications. “High quality” applications are those that upon initial review appear likely to be sufficient for an ATO. “Low quality” applications are those that upon initial review appear to have deficiencies that will hinder ATO. FSA will process ATOs beginning with the first received “high quality” application through the last received “high quality” application; then the first received “low quality” application through the last received “low quality” application.

FSA will collaborate with vendors to develop initial training needs, ongoing training plans, and a training schedule. FSA will establish the training necessary to support each Functional Area in the lifecycle of student financing. Vendors shall complete training modules as they become available. Once complete, vendors shall demonstrate proficiency through assessments administered by FSA and/or another Next Gen component. To be “Training-Certified” for any Functional Area, vendors shall complete the required training modules and pass the associated assessment(s) for that Functional Area. FSA will determine the minimum passing scores required to ensure the quality of service provided to FSA’s customers and partners.

“Functional Areas” will align with the existing lines of business (e.g. primary audience served, primary topics addressed, etc.) outlined in Attachment No. 1 - Existing FSA Contact Centers (Non-Exhaustive). Each existing line of business will be treated as a distinct Functional Area that Performance-ready Vendors will assume over time.

Next Gen’s functionality to support the various phases of the lifecycle of student financing will be enabled through iterative releases. Next Gen may not immediately support all Functional Areas and additional Functional Areas may be introduced based upon changing requirements in the lifecycle of student financing. The releases will align with the development, integration, and “Go-Live” schedules of other Next Gen components, FSA-designated processing systems, or existing legacy solutions.

FSA will begin issuing “Ramp-up Task Orders” when there are enough Performance-ready Next Gen BPO Providers for adequate competition in a Functional Area. These Task Orders will allow Next Gen BPO Providers to begin performing tasks under one or more Functional Areas in which they are Performance Ready before becoming Performance-ready in all Functional Areas. However, failing to become Performance-ready under one or more Functional Areas will result in that vendor being less competitive for Competitive Task Orders in Steady-State.

“Adequate Competition” in a Functional Area will be determined at FSA’s discretion, based upon information gathered during Next Gen BPO Ramp-up as well as overall Next Gen operational goals and concerns. “Adequate Competition” may require additional vendors beyond the absolute

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minimum required to ensure continued quality service. At a minimum, adequate competition will mean two or more vendors. As new Next Gen BPO Providers become Performance-ready, FSA will issue task orders to those vendors based on need in the order in which they became Performance-ready. Ramp-up Task Orders will have a common ending date in order to bring Next Gen BPO into Steady-State operations.

Next Gen BPO Steady-State Task Orders:

Steady-State Task Orders will have a common period of performance. FSA may issue Non-competitive Task Orders or award Competitive Task Orders.

“Non-competitive Task Orders” are those issued to each Next Gen BPO Provider for every Functional Area in which that vendor is Performance-ready.

Next Gen BPO Providers shall compete for “Competitive Task Orders” based on two factors: Performance-readiness across all Functional Areas and past performance in meeting or exceeding the Common Performance Standards across all Functional Areas exclusive to this contract. FSA will rank all Next Gen BPO Providers based upon their past performance and Performance-readiness. Performance-readiness in more Functional Areas significantly outweighs past performance in ranking Next Gen BPO Providers. FSA will award task orders necessary to meet its needs based upon the relative ranking of each Next Gen BPO Provider starting with the highest ranked. Maintaining Green Traffic Light Scorecard status is not a guarantee of receiving a competitive task order.

Next Gen BPO Ramp-down Task Orders:

In instances where a Next Gen BPO Provider must begin an orderly transfer of all its accounts it will be issued a non-competitive “Ramp-down” Task Order. Ramp-down task orders are for the purpose of winding down a Next Gen BPO Provider’s business with FSA. Ramp-down task orders will provide for all tasks necessary to service the Next Gen BPO Provider’s accounts until those accounts can be transferred. Next Gen BPO Providers will not be eligible for new accounts or work.

Assignment of New Accounts and Work under Task Orders:

Next Gen BPO Providers who have been issued a Ramp-up, Non-competitive, or Competitive Task Order are eligible to receive work and accounts under those task orders. “Work” consists of pre-disbursement tasks that are assigned on an ad hoc basis across the pool of eligible Task Order holders. “Accounts” are post-disbursement borrower accounts that are assigned to eligible Next Gen BPO Providers. When an account is assigned to a Next Gen BPO Provider, that vendor shall perform all servicing tasks under this contract for that account across the lifecycle of student financing

Next Gen BPO Providers shall be assigned new accounts and work under relevant task orders based upon their Traffic Light Scorecard status (i.e. “Green,” “Yellow,” or “Red”). Next Gen BPO Providers in Green status shall be assigned an equal portion of new accounts and work. All Next Gen BPO Providers in their first month of performing tasks evaluated under the Traffic Light Scorecard shall be treated as if they are in Green status.

Only Next Gen BPO Providers in Green status shall be assigned new accounts or work, except in instances where there are either no Next Gen BPO Providers in a Green status or the Next Gen BPO Providers in Green status do not have the capacity to manage new accounts or work. In such

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instances, FSA will rank all vendors not in Green status according to the prior month's Traffic Light Scorecard. Non-Green vendors, in order of ranking, necessary to meet the capacity shortfall will be assigned new accounts and work as if those vendors were in Green status. The need for capacity beyond what Green status Next Gen BPO Providers can provide and the relative rankings of non-Green Next Gen BPO Providers will be re-evaluated monthly.

Assignment of Legacy Accounts under Task Orders:

FSA will assign Legacy Accounts to eligible Next Gen BPO Providers with Task Orders under which the vendor may receive accounts. Legacy Accounts will be assigned as such Legacy Accounts are transferred to FSA-designated processing systems. "Legacy Accounts" are borrower accounts that were serviced under a prior FSA servicing contact. Legacy Accounts will be assigned to provide each Next Gen BPO Provider with a roughly equal share of legacy accounts once all Legacy Accounts have been transferred to FSA. However, FSA cannot guarantee that each Next Gen BPO Provider will ultimately have an equal share of legacy accounts. Further, Next Gen BPO Providers not in Green status shall not be assigned Legacy Accounts, except in instances of insufficient capacity as described under "Assignment of New Accounts and Work under Task Orders."

(End of Clause)

H-6 Task Order

- (a) Task Orders for Next Gen BPO will be placed five (5) or more business days prior to the beginning of the period of performance, to the maximum extent practicable. However, in some instances, circumstances may require a rapid response and events may be initiated quickly. In such case, the Contractor shall provide the service in a timely manner to maximum extent practicable.
- (b) A Task Order will be issued by the Contracting Officer. Task Orders will be issued by e-mail. In addition to any other data that may be called for in the contract, the following information shall be specified in each Task Order:
 - (1) Effective date of the Task Order;
 - (2) Task Order number;
 - (3) Contract number;
 - (4) Government points of contact information (e.g., Government Program Manager, COR or CO);
 - (5) Period of performance;
 - (6) Statement of Need;
 - (7) List of Government furnished material, if applicable; and
 - (8) Task Order pricing arrangement including accounting and appropriation data.
- (c) Fixed Price task orders shall include the total fixed price, schedule of deliverables and payment schedule.

(End of clause)

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H-7 Renegotiation of Common Pricing and Performance Metrics

The common pricing established in this IDIQ will apply to all Task Orders. FSA is committed to establishing pricing that is fair and reasonable for vendors and the Government. As a result, FSA may adjust the common pricing and performance metrics established at the time of contract award based on the following methodology:

- Sixty calendar (60) days before the conclusion of any Task Order with a commonly ending period of performance under this IDIQ, FSA will issue a data call to all Next Gen BPO Providers to establish whether new common pricing and performance metrics should be established. This excludes the Initial Task Order for Next Gen BPO implementation. FSA will evaluate the new common pricing for fair and reasonableness. If FSA determines that an adjustment in common pricing and/or performance metrics is necessary, a bilateral modification will be issued against each IDIQ contract to incorporate the revised common pricing and/or performance metrics. Pricing adjustments to existing Contract Line Item Numbers (CLINs) will not exceed plus or minus two (2) percent during any given review period. Pricing for any new CLINs will be determined as necessary and will not be subject to the 2 percent adjustment threshold. Additional or future Task Orders to continue providing contact center and back office processing support with a commonly ending period of performance will be issued under the new common pricing.
- Next Gen BPO Providers who refuse to accept a bilateral modification to this IDIQ contract to implement the revised common pricing and metrics will be ineligible for future task orders under this IDIQ except for a Ramp-down task order. In such instances, the Ramp-down Task Order will be priced under the pricing last agreed to by FSA and the Next Gen BPO Provider.

(End of Clause)

H-8 Escalation of Common Pricing

FSA will apply a standard escalation methodology to common pricing established under any resultant IDIQ award. The following escalation methodology is based upon the Bureau of Labor Statistics' (BLS) Employment Cost Index (ECI) for Total Compensation, Private Industry, Service Occupations (Not Seasonally Adjusted); and accounts for significant inflation and/or deflation:

- When the ECI exceeds three (3) percent (plus or minus) in any given year, the Government will adjust the established common pricing by any amount above this rate. The calculated rate of escalation will equal the average of the 12-month percent change for the previous four quarters, ending June 30th. This ECI escalation will be applied beginning in September of the same calendar year. Further, this escalation will compound for all remaining years of the Base and Optional Ordering Periods. For example, if the ECI rate released in June 20XX is 3.6%. The Government will increase unit pricing by 0.6% for the contract beginning September 1, 20XX and all remaining years of the Base Ordering Period, as well as the Optional Ordering Period. FSA will issue a bilateral modification against each IDIQ contract award to incorporate the new common pricing.

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- A decreasing rate of inflation would follow the same pattern as above. For example, if the ECI decreases by more than 3.0%, then the unit prices for the remaining out-years will also decrease by the percentage above (3.0%). For example, if the ECI rate released in June 20XX is -4.2%, the Government will decrease unit pricing by 1.2% for the contract period beginning September 1, 20XX and all remaining years of the Base Ordering Period, as well as the Optional Ordering Period.

(End of Clause)

H-9 FSA 16.505 Fair Opportunity Provisions – Specialized Performance Terms (JUL 2015)

(1) Fair opportunity.

(i) For orders under designated multiple-award contracts each awardee will be provided fair opportunity based upon measured performance on task orders awarded.

(ii) The contracting officer shall provide each awardee a fair opportunity to be considered for additional work, or task orders, over the guaranteed minimum task order amount as follows:

(A) The contract will specify performance metrics and procedures that will provide each awardee a fair opportunity to be considered for additional work, or task orders, during task order performance based upon the awardee's performance when measured against its competitors performing similar task orders.

(B) The fair opportunity to perform will be the mechanism for awarding additional work, or task orders above the base award amount each performance period. Each awardee has a fair opportunity to compete for additional work or Task Orders based upon the measured performance.

(C) The contract will measure performance for fair opportunity based upon the following procedures and performance metrics:

(1) Task Orders. This IDIQ contemplates Initial Task Orders, Ramp-up Task Orders, Non-competitive Task Orders, Competitive Task Orders, and Ramp-down Task Orders. All Task Orders will be priced under the common pricing.

(a) Initial Task Orders. Each Next Gen BPO IDIQ holder shall be issued an identical initial task order. The Initial Task Order shall fulfill the minimum order under this IDIQ.

(b) Ramp-Up Task Orders. Next Gen BPO Providers that have become Performance-ready may be issued Ramp-up Task Orders based upon FSA's need. Becoming Performance-ready (including ATO triage) will be the fair opportunity for vendors to compete for Ramp-up Task Orders. FSA will issue ramp-up task orders as needed to vendors in the order they have become Performance-ready for the Functional Area addressed by the Task Order.

(c) Non-competitive Task Orders. Non-competitive Task Orders are those that are issued to all Performance-ready Next Gen BPO Providers at the same time for the same duration.

(d) Competitive Task Orders. Next Gen BPO Providers shall compete for Competitive Task Orders based on two factors: Performance-readiness across all Functional Areas and past performance in meeting or exceeding the common metrics across all Functional Areas under this contract. FSA will rank all Next Gen BPO Providers based upon their past performance and Performance-readiness. FSA will award task orders necessary to meet its needs based upon the relative ranking of each Next Gen BPO Provider starting with the highest ranked. Maintaining Green Traffic Light Scorecard status is not a guarantee of receiving a Competitive Task Order. Performance-readiness in all Functional Areas significantly outweighs past performance in ranking Next Gen BPO Providers.

(e) Ramp-down Task Orders. Ramp-down Task Orders will be issued in instances where a Next Gen BPO Provider must conduct an orderly transfer of all its accounts to other vendors. Next Gen BPO Providers with a Ramp-down Task Order shall not be eligible for new accounts or work.

(2) Tasks. Fair opportunity to compete for more work under a Ramp-up, Non-competitive, or Competitive Task Order will be based upon the vendor's success in meeting the common metrics under this IDIQ as described below.

(a) Assignment of New Accounts and Work under Task Orders:

Next Gen BPO Providers who have been issued a Ramp-up, Non-competitive, or Competitive Task Order are eligible to receive work and accounts under those task orders. "Work" consists of pre-disbursement tasks that are assigned on an ad hoc basis across the pool of eligible Task Order holders. "Accounts" are post-disbursement borrower accounts that are assigned to eligible Next Gen BPO Providers. When an account is assigned to a Next Gen BPO Provider, that vendor shall perform all servicing tasks under this contract for that account across the student finance lifecycle.

Next Gen BPO Providers shall be assigned new accounts and work under relevant task orders based upon their Traffic Light Scorecard status (i.e. "Green," "Yellow," or "Red"). Next Gen BPO Providers in Green status shall be assigned an equal portion of new accounts and work. Next Gen BPO Providers in their first month of performing tasks evaluated under the Traffic Light Scorecard, shall be treated as if they are in Green status.

Next Gen BPO Providers not in Green status shall not be assigned new accounts or work, except in instances where there are either no Next Gen BPO Providers in a Green status or the Next Gen BPO Providers in Green status do not have the capacity to manage new accounts or work. In such instances, FSA will rank all vendors not in Green status according to the prior month's Traffic Light Scorecard. A number of the top ranked non-green vendors necessary to meet the capacity shortfall will be assigned new accounts and work as if those vendors were in Green

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Status. The need for capacity beyond what Green status Next Gen BPO Providers can provide and the relative rankings of non-Green Next Gen BPO Providers will be re-evaluated monthly.

(b) Assignment of Legacy Accounts under Task Orders:

FSA will assign Legacy Accounts to eligible Next Gen BPO Providers with relevant Task Order as such Legacy Accounts are transferred to FSA-designated processing system(s). "Legacy Accounts" are borrower accounts that were serviced under a prior FSA servicing contact. Legacy Accounts will be assigned to provide each Next Gen BPO Provider with a roughly equal share of legacy accounts once all Legacy Accounts have been transferred to FSA. However, FSA cannot guarantee that each Next Gen BPO Provider will ultimately have an equal share of legacy accounts. Further, Next Gen BPO Providers not in Green status shall not be assigned Legacy Accounts, except in instances of insufficient capacity as described under "Assignment of New Accounts and Work under Task Orders."

(D) If the order does not exceed the simplified acquisition threshold, the contracting officer need not contact each of the multiple awardees under the contract before selecting an order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order. The competition requirements in FAR Part 6 and the policies in Subpart 15.3 do not apply to the ordering process.

(End of clause)

H-10 FSA 31-1 Contractor Travel Expenses (APR 2013)

Local travel is not an authorized direct expense under this contract. Local travel is defined as travel within a 50-mile radius of the official duty station; and includes such things as regular commuting to and from the place of employment; parking, mileage, and fuel expenses; and any other items that are incidental to local travel.

Other-than-local Contractor travel may be required in performance of this contract. The Contractor shall secure authorization to travel in writing from the Contracting Officer prior to incurrence of any costs associated with other-than-local travel. Costs incurred by contractor personnel on authorized travel will be considered allowable for payment as long as the costs are reasonable and consistent with FAR Subpart 31.205-46, as follows:

- I. Costs for per diem, lodging, and incidental expenses are allowable up to the extent such costs are actual costs and do not exceed the maximum daily travel limitations effective for the city and fiscal year, as identified in the Federal Travel Regulations at <http://www.gsa.gov/portal/content/104877>. The costs shall be downward adjusted when travel does not take an entire day.
- II. Costs for airfare are limited to the lowest price available to the Contractor during normal business hours unless such airfare would require travel during unreasonable hours, via circuitous routing, that is not reasonably adequate to meet the traveler's medical or physical needs or that would result in unreasonable costs that would not be

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offset by travel savings. In order for travel costs to be allowable in the above circumstances, the basis of the exception must be documented and justified.

All receipts for any travel cost incurrence, above \$75, are submitted as supporting documentation, and travel expenses include the following:

- a. Date and place of the travel (city, town, or other similar destination);
- b. Purpose of the trip; and,
- c. Name of the person who incurred the expenses, and the relationship of that person to the Contractor.

(End of Clause)

H-11 FSA 39-5 Monthly Vendor Employee Report (AUG 2017)

The Monthly Vendor Employee Report template (hereafter referred to as “report”) is included in Section J as Attachment No. 13. This report is a monthly deliverable under this contract. The contractor shall complete all fields of the report and provide timely delivery consistent with the instructions contained in the report.

(End of Clause)

H-12 Subcontracting with Disabled and Severely Disabled Individuals

The government has preference for companies who employ disabled and severely disabled individuals and allow such individuals to support FSA remotely. Persons with blindness and other disabilities provide a ready source of capable labor. The AbilityOne Program is the largest source of employment for people who are blind or have significant disabilities in the United States. More than 550 nonprofit organizations employ these individuals and provide quality products and services to the Federal Government at a fair market price. They offer call center and helpdesk services with customer satisfaction scores and productivity levels that rival commercial call centers. These services are offered on your site, their site, or from “At-Home” agents. In addition, you may find they are able to fill many of your other service needs for this contract. We strongly encourage you to subcontract with an AbilityOne organization, or another organization that employs disabled and severely disabled individuals for at least a portion of your call center, helpdesk and other service needs.

(End of Clause)

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H-13 FSA Security and Compliance Costs by NIST Cost Capabilities Data Report

The Security and Compliance Costs by NIST Cost Capabilities Data Report template (hereafter referred to as “report”) is included as Attachment No. 25. This Office of Management and Budget (OMB) required report shall be delivered after contract award and then every six months in August and February, thereafter. The contractor shall complete all pertinent fields of the report and provide timely delivery consistent with this instruction.

The contractor shall review the informational materials in Attachment “26 – FSA IT Investments NIST Mapping” and select the NIST Cost Categories that pertain to their particular contract. Not all of the NIST Cost Categories may apply to this contract. The contractor shall enter the percent (%) of total cost associated with each selected NIST Capabilities Cost. The total of the percentages must be 100% of the Security and Compliance Cost Tower in the TBM Data Report deliverable.

(End of Clause)

SECTION I – CONTRACT CLAUSES

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

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

(End of Clause)

- I-2 52.202-1 Definitions (NOV 2013)**
- I-3 52.203-3 Gratuities (APR 1984)**
- I-4 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)**
- I-5 52.203-14 Display of Hotline Poster(s) (OCT 2015)**
- I-6 52.203-17 Contractor Employee Whistleblower Right and Requirement to Inform Employees of Whistleblower Rights (APR 2014)**
- I-7 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)**
- I-8 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)**
- I-9 52.204-13 System for Award Management Maintenance (OCT 2018)**
- I-10 52.204-14 Service Contract Reporting Requirements (OCT 2016)**
- I-11 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractor’s Debarred, Suspended, or Proposed for Debarment (OCT 2015)**
- I-12 52.215-8 Order of Precedence – Uniform Contract Format (OCT 1997)**
- I-13 52.223-6 Drug Free Workplace (MAY 2001)**
- I-14 52.224-1 Privacy Act Notification (APR 1984)**
- I-15 52.224-2 Privacy Act (APR 1984)**
- I-16 52.227-3 Patent Indemnity (APR 1984)**

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- I-17 52.227-14 Rights in Data – General (MAY 2014) & Alternate II (DEC 2007)**
- I-18 52.227-16 – Additional Data Requirements (JUN 1987)**
- I-19 52.229-3 Federal, State, and Local Taxes (FEB 2013)**
- I-20 52.232-1 Payments (APR 1984)**
- I-21 52.232-8 Discounts for Prompt Payment (FEB 2002)**
- I-22 52.232-9 Limitation on Withholding of Payments (APR 1984)**
- I-23 52.232-11 Extras (APR 1984)**
- I-24 52.232-17 Interest (MAY 2014)**
- I-25 52.232-18 Availability of Funds (APR 1984)**
- I-26 52.232-23 Assignment of Claims (MAY 2014)**
- I-27 52.232-25 Prompt Payment (JAN 2017)**
- I-28 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)**
- I-29 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)**
- I-30 52.233-1 Disputes (Alternate I) (DEC 1991)**
- I-31 52.237-3 Continuity of Services (JAN 1991)**
- I-32 52.242-13 Bankruptcy (JUL 1995)**
- I-33 52.243-1 Changes - Fixed Price (Alternate I) (APR 1984)**
- I-34 52.245-1 Government Property (Alternate I) (APR 2012)**
- I-35 52.245-9 Use and Charges (APR 2012)**
- I-36 52.246-25 Limitation of Liability – Services (FEB 1997)**
- I-37 52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012)**
- I-38 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)**
- I-39 52.253-1 Computer Generated Forms (JAN 1991)**

- I-40 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)

I-41 FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

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

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or

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obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation **4.2104**.

(c) *Exceptions*. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

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I-42 FAR 52.212-4 Contract Terms and Conditions-Commercial Items (OCT 2018)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered;
and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(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.

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(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.

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(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

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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:

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(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; [41 U.S.C. 4712](#) and [10](#)

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[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.

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(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)

I-43 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (MAR 2020)

(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) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805note](#))).

(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:

 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](#)).

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(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.)

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

(5) [Reserved].

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

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

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

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

(10) [Reserved].

(11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).

(ii) Alternate I (MAR 2020) of [52.219-3](#).

(12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

(ii) Alternate I (MAR 2020) of [52.219-4](#).

(13) [Reserved]

(14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (MAR 2020) ([15 U.S.C. 644](#)).

(ii) Alternate I (MAR 2020).

(15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (MAR 2020) ([15 U.S.C. 644](#)).

(ii) Alternate I (MAR 2020) of [52.219-7](#).

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x (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

x (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Mar 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).

_ (ii) Alternate I (Nov 2016) of [52.219-9](#).

_ (iii) Alternate II (Nov 2016) of [52.219-9](#).

_ (iv) Alternate III (MAR 2020) of [52.219-9](#).

_ (v) Alternate IV (AUG 2018) of [52.219-9](#)

_ (18) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

_ (19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([15 U.S.C.637\(a\)\(14\)](#)).

x (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (JAN 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657f](#)).

_ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (MAR 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).

(ii) Alternate I (MAR 2020) of [52.219-28](#).

(23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) ([15 U.S.C. 637\(m\)](#)).

_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) ([15 U.S.C. 637\(m\)](#)).

_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

_ (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).

x (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (E.O.13126).

x (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

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- (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- (ii) Alternate I (FEB 1999) of [52.222-26](#).
- (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
- (ii) Alternate I (JUL 2014) of [52.222-35](#).
- (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUL 2014) ([29 U.S.C.793](#)).
- (ii) Alternate I (JUL 2014) of [52.222-36](#).
- (33) [52.222-37](#), Employment Reports on Veterans (FEB 2016) ([38 U.S.C. 4212](#)).
- (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (35) (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. chapter78](#) and E.O. 13627).
- (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (OCT 2015) of [52.223-13](#).

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

__ (ii) Alternate I (Jun 2014) of [52.223-14](#).

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

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

__ (ii) Alternate I (JUN 2014) of [52.223-16](#).

x (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

__ (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).

x (47) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (JAN 2017) of [52.224-3](#).

__ (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

__ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I (MAY 2014) of [52.225-3](#).

__ (iii) Alternate II (MAY 2014) of [52.225-3](#).

__ (iv) Alternate III (MAY 2014) of [52.225-3](#).

__ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

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

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

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(53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

(54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

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

(56) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

(57) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) ([31 U.S.C. 3332](#)).

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

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

(60) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

(61) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

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

(ii) Alternate I (APR 2003) of [52.247-64](#).

(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:

(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](#)).

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 (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](#)).

 x (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2015).

 x (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) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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- (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) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [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.
- (vi) [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](#).
- (vii) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (viii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
- (ix) [52.222-35](#), Equal Opportunity for Veterans (OCT 2015) ([38 U.S.C.4212](#)).
- (x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C.793](#)).
- (xi) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C.4212](#))
- (xii) [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](#).
- (xiii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xiv) (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](#)).

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(xv) [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](#)).

(xvi) [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](#)).

(xvii) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xviii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2015).

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

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

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

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

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

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

(End of clause)

I-44 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 from date of award through three (3) years after award, plus any optional ordering periods exercised, plus any extension of services.

(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.

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(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)

I-45 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 \$1,500,000.00, 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 \$1,700,000,000.00;

(2) Any order for a combination of items in excess of \$1,700,000,000.00; or

(3) A series of orders from the same ordering office within **2,190** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 **One (1)** 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)

I-46 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.

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(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 2 years from the expiration of the IDIQ.

(End of Clause)

I-47 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before the end of the contract period of performance.

(End of Clause)

I-48 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days before the end of the contract period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 years and 6 months.

(End of Clause)

I-49 52.219-28 Post-Award Small Business Program Representation (MAY 2020)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts,

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and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall represent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its

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representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following representation and submit it to the contracting office, along with the contract number and the date on which the representation was completed:

(1) The Contractor represents that it is, is not a small business concern under NAICS Code _____ assigned to contract number _____.

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

(3) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [*Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.*] The Contractor represents that—

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.*] The Contractor represents that—

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it is, is not a veteran-owned small business concern.

(7) [*Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.*] The Contractor represents that it is, is not a service-disabled veteran-owned small business concern.

(8) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that—

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

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

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I-50 52.222-35 Equal Opportunity Veterans (OCT 2015)

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

(End of Clause)

I-51 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

I-52 52.239-70 Access to contractor and subcontractor information systems and related resources in carrying out privacy and information security inspections (DEVIATION)

(a) *Privacy and security inspections.* In accordance with the terms of this contract and as authorized by law, the Government carries out a program of privacy and information security

inspections. Such inspections may be undertaken for various purposes, including but not limited to:

- (1) Examination of the security of federal information systems or of contractor information systems that process, store or transmit Government data, Government-related data, or controlled unclassified information, or which provide security protection for such systems (including vulnerability testing);
- (2) Information Technology security reviews;
- (3) Investigation and audit of administrative, technical, and physical safeguards taken to protect against threats and hazards to the integrity, confidentiality, and availability of Government data, Government-related data, or controlled unclassified information, or to the function of computer systems operated on behalf of the Government;
- (4) Review of contractor policies, procedures and practices for handling Government data, Government-related data, controlled unclassified information and other sensitive data;
- (5) Investigation of incidents involving actual or suspected improper releases of information (including cyber security incident response and reporting);
- (6) Conduct of forensic analyses, investigation of computer crime, or the preservation of evidence of computer crime; or
- (7) Review of the contractor's performance for compliance with the terms and conditions in the contract governing privacy and the security of information and information systems.

(b) *Requirement to provide access to information systems and related resources.* The contractor shall afford the Government, any Federal agency and its subcomponents including the Office of Inspector General, the Comptroller General of the United States, and their authorized third-party representatives, full and timely access to contractor information systems and related resources to the extent required to carry out privacy and information security inspections. The contractor resources to which Government inspectors shall have access shall include the contractor's installations, facilities, infrastructure, data centers, equipment (including but not limited to all servers, computing devices, and portable media), operations, documentation (whether in electronic, paper, or other forms) including full and complete certification and accreditation records, databases, and personnel used in the performance of this contract.

In the case of security audits, access shall be provided to all systems, components, network devices, virtualized devices, and the like, for the purposes of evaluating the security postures and controls implemented to prevent unauthorized access, modification, or destruction to Government data and systems. In addition, the contractor shall provide the Government the following information upon request:

- (1) any or all user-ids;
- (2) any or all system and/or database administrator passwords used for the operation and maintenance of the system or environment, and
- (3) security credentials, encryption keys, security algorithms, and the like;

to the extent needed to allow unfettered access to conduct a security audit or other privacy or information security inspection specified by the Government. The contractor shall also provide the Government access to all user passwords and all password files to the extent necessary to validate the contractor's password policy. The contractor agrees to provide user ids and

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passwords regardless of whether the user is a Federal employee or not, so long as the user works in support of a Government contract or may have access to Government data or Government related data.

In addition to providing such access, the contractor agrees to fully cooperate with the Government in its conduct of privacy and information security inspections. That cooperation shall include, among other things, timely and complete production of data, metadata, information, and records, and making employees of the contractor available for interview upon request. Cooperation also includes allowing the Government to make reproductions or copies of information and equipment, including, if necessary, collecting a machine or system image capture.

What constitutes “timely” access for purposes of compliance with this clause will depend on the circumstances surrounding the inspection being performed, the urgency of the matter under inspection, the procedures governing the inspection, logistical considerations, and other factors. In some cases, such as when investigating an on-going cyber security breach, access may be required within minutes of the Government’s request. In other cases, access provided by the contractor within a few days of a request may be acceptable. In the event of an information security incident, including, but not limited to, incidents involving the loss or potential loss of Personally Identifiable information in physical or electronic form, the contractor must respond (as required by other provisions of this contract, Departmental Directive OM: 6-107 “External Breach Notification Policy and Plan” and Handbook OCIO-14 “Handbook for Information Security Incident Response and Reporting Procedures” within specified time frames. Access to the contractor and subcontractor’s information systems under this clause shall be provided when, and as necessary, to meet any applicable information security incident response times.

- (c) *Access to subcontractor information systems and related resources and clause flow-down.* Access shall also be provided to information systems and related resources of subcontractors at any tier that are providing information technology which requires security of information technology, and/or is designing, developing, or operating a system of records using commercial information technology services or support services. The fact that an information system is owned or operated by a subcontractor shall not excuse the prime contractor from ensuring full and timely access to such information systems and related resources to the extent necessary to conduct privacy and information security inspections under this contract or as authorized by law. The contractor shall ensure that it retains operational and configurational control over any information system (whether operated by the contractor or a subcontractor) as needed to conduct privacy and information security inspections.

The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

- (d) *Cost of compliance.* The aforementioned access and cooperation shall be provided by the contractor at no additional cost to the Government. However, if a Government inspection unduly delays the contractor’s performance of the contract, the Contracting Officer may grant a contractor’s request for a non-compensable delay, as appropriate and provided the contractor submits information adequate to support the request.

- (e) *Access to information systems where a cloud or a co-mingled data environment is used.* When the contractor will perform all or part of the work using commercial cloud computing services (whether directly or through a subcontract), or where Government data, Government related data or controlled unclassified information will be comingled with non-Government data, the contractor shall ensure that appropriate measures and controls are in place to allow Government inspectors to search the information systems and access information needed to conduct required privacy and information security inspections. The contractor may choose to create (at no cost to the Government) a segregated data space where inspections may take place without undue interference with non-Government data. However, the fact that Government data and non-Government data is co-mingled in the contractor's information system shall not excuse the contractor from affording the Government full and timely access and cooperation as needed to conduct privacy and information security inspections.

The Government shall protect against the unauthorized use or release of information obtained from the Contractor (or derived from information obtained from the Contractor) under this clause that includes Contractor proprietary information. To the extent practicable, the Contractor shall identify and mark proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the Contractor proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released

- (f) *Miscellaneous.* The access obligations under this clause will survive the expiration or termination of this contract, and this term is not to be less than 3 years following the final disposition and close out of the contract.
- (g) *Remedies for breach.* A breach of the obligations or restrictions set forth in this clause may subject the Contractor to a Termination for Default, in addition to any other appropriate remedies under the contract.
- (h) *Relation to other requirements.* The requirements of this clause are in addition to those required by any other inspection or audit clause of this contract. To the extent that requirements imposed by Federal law, regulation, Executive Orders, Office of Management and Budget (OMB) guidance, or standards promulgated by the National Institute of Standards and Technology (NIST) are in direct and irreconcilable conflict with the requirements of this clause, those other requirements, standards, laws, or regulations shall take precedence.

In conducting its security testing the Government intends to follow *NIST Special Publication 800-115 Technical Guide to Information Security Testing and Assessment* and other appropriate testing and assessment standards. Further, the Contractor agrees to negotiate in good faith rules of engagement and other supplementary agreements to govern specific privacy and information security inspections, with the goal of ensuring access necessary to conduct such inspections while protecting the contractor's property and other interests. Any such rules of engagement and supplementary agreements are incorporated into this contract to the extent not inconsistent with the terms of this clause.

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(End of Clause)

I-53 3452.201-70 Contracting Officer's Representative (COR) (MAR 2011)

(a) The Contracting Officer's Representative (COR) is responsible for the technical aspects of the project, technical liaison with the contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the contracting officer.

(b) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms, or conditions. Any contractor requests for changes shall be submitted in writing directly to the contracting officer or through the COR. No such changes shall be made without the written authorization of the contracting officer.

The COR's name and contact information:

Mr. Mark Wise

Information Technology Specialist
Dept. of Education, Federal Student Aid
Office: (202) 377-3142
Mobile: (202) 280-9501
Email: Mark.Wise@ed.gov

(d) The COR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR, will be provided to the contractor by the contracting officer in writing.

(End of Clause)

I-54 3452.202-1 Definitions – Department of Education (MAR 2011)

(a) The definitions at FAR 2.101 are appended with those contained in Education Department Acquisition Regulations (EDAR) 3402.101.

(b) The EDAR is available via the Internet at
<https://www2.ed.gov/policy/fund/reg/clibrary/edar.html>

(End of Clause)

I-55 3452.208-71 Printing (MAR 2011)

Unless otherwise specified in this contract, the contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract; except that performance involving the duplication of fewer than 5,000 units of any one page, or fewer than 25,000 units in the aggregate of multiple pages, shall not be deemed to be

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printing. A unit is defined as one side of one sheet, one color only (with black counting as a color), with a maximum image size of 103/4by 141/4inches on a maximum paper size of 11 by 17 inches. Examples of counting the number of units: black plus one additional color on one side of one page counts as two units. Three colors (including black) on two sides of one page count as six units.

(End of Clause)

I-56 3452.224-70 Release of Information under the Freedom of Information Act (MAR 2011)

By entering into a contract with the Department of Education, the contractor, without regard to proprietary markings, approves the release of the entire contract and all related modifications and task orders including, but not limited to:

- (1) Unit prices, including labor rates;
- (2) Statements of Work/Performance Work Statements generated by the contractor;
- (3) Performance requirements, including incentives, performance standards, quality levels, and service level agreements;
- (4) Reports, deliverables, and work products delivered in performance of the contract (including quality of service, performance against requirements/standards/service level agreements);
- (5) Any and all information, data, software, and related documentation first provided under the contract;
- (6) Proposals or portions of proposals incorporated by reference; and
- (7) Other terms and conditions.

(End of Clause)

I-57 3452.209-71 Conflict of Interest (MAR 2011)

(a)(1) The contractor, subcontractor, employee, or consultant, has certified that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest (*see* FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

- (i) *Unequal access to information* —A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.

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(ii) *Biased ground rules* —A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) *Impaired objectivity* —A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. “Impaired objectivity” includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person’s objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(B) Significant connections to teaching methodologies that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if “impaired objectivity”, or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the contracting officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) *Remedies*. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or

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potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5,000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

(End of Clause)

I-58 3452.227-70 Publication and Publicity (MAR 2011)

(a) Unless otherwise specified in this contract, the contractor is encouraged to publish and otherwise promote the results of its work under this contract. A copy of each article or work submitted by the contractor for publication shall be promptly sent to the contracting officer's representative. The contractor shall also inform the representative when the article or work is published and furnish a copy in the published form.

(b) The contractor shall acknowledge the support of the Department of Education in publicizing the work under this contract in any medium. This acknowledgement shall read substantially as follows:

“This project has been funded at least in part with Federal funds from the U.S. Department of Education under contract number [Insert number]. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government.”

(End of Clause)

I-59 3452.227-71 Advertising of Awards (MAR 2011)

The contractor agrees not to refer to awards issued by, or products or services delivered to, the Department of Education in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed by the Federal government or is considered by the Federal government to be superior to other products or services.

(End of Clause)

I-60 3452.227-72 Use and Non-Disclosure Agreement (MAR 2011)

a) Except as provided in paragraph (b) of this clause, proprietary data, technical data, or computer software delivered to the Government with restrictions on use, modification, reproduction, release, performance, display, or disclosure may not be provided to third parties unless the intended recipient completes and signs the use and non-disclosure agreement in paragraph (c) of this clause prior to release or disclosure of the data.

(1) The specific conditions under which an intended recipient will be authorized to use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data subject to limited rights, or computer software subject to restricted rights must be stipulated in an Attachment to the use and non-disclosure agreement.

(2) For an intended release, disclosure, or authorized use of proprietary data, technical data, or computer software subject to special license rights, modify paragraph (c)(1)(iv) of this clause to enter the conditions, consistent with the license requirements, governing the recipient's obligations regarding use, modification, reproduction, release, performance, display, or disclosure of the data or software.

(b) The requirement for use and non-disclosure agreements does not apply to Government contractors that require access to a third party's data or software for the performance of a Government contract that contains the 3452.227-73 clause, Limitations on the use or disclosure of Government-furnished information marked with restrictive legends.

(c) The prescribed use and non-disclosure agreement is:

Use and Non-Disclosure Agreement

The undersigned, *[Insert Name]*, an authorized representative of the *[Insert Company Name]*, (which is hereinafter referred to as the "recipient") requests the Government to provide the recipient with proprietary data, technical data, or computer software (hereinafter referred to as "data") in which the Government's use, modification, reproduction, release, performance, display, or disclosure rights are restricted. Those data are identified in an Attachment to this agreement. In consideration for receiving such data, the recipient agrees to use the data strictly in accordance with this agreement.

(1) The recipient shall—

(i) Use, modify, reproduce, release, perform, display, or disclose data marked with Small Business Innovative Research (SBIR) data rights legends only for government purposes and shall not do so for any commercial purpose. The recipient shall not release, perform, display, or disclose these data, without the express written permission of the contractor whose name appears in the restrictive legend (the contractor), to any person other than its subcontractors or suppliers, or prospective subcontractors or suppliers, who require these data to submit offers for, or perform, contracts with

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the recipient. The recipient shall require its subcontractors or suppliers, or prospective subcontractors or suppliers, to sign a use and non-disclosure agreement prior to disclosing or releasing these data to such persons. Such an agreement must be consistent with the terms of this agreement.

(ii) Use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data marked with limited rights legends only as specified in the Attachment to this agreement. Release, performance, display, or disclosure to other persons is not authorized unless specified in the Attachment to this agreement or expressly permitted in writing by the contractor.

(iii) Use computer software marked with restricted rights legends only in performance of contract number [*insert contract number(s)*]. The recipient shall not, for example, enhance, decompile, disassemble, or reverse engineer the software; time share; or use a computer program with more than one computer at a time. The recipient may not release, perform, display, or disclose such software to others unless expressly permitted in writing by the licensor whose name appears in the restrictive legend.

(iv) Use, modify, reproduce, release, perform, display, or disclose data marked with special license rights legends [To be completed by the contracting officer. *See* paragraph (a)(2) of this clause. Omit if none of the data requested is marked with special license rights legends].

(2) The recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these data from inadvertent release or disclosure to unauthorized third parties.

(3) The recipient agrees to accept these data “as is” without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding data specified in a contract for the performance of that contract.

(4) The recipient may enter into any agreement directly with the contractor with respect to the use, modification, reproduction, release, performance, display, or disclosure of these data.

(5) The recipient agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of data received from the Government with restrictive legends by the recipient or any person to whom the recipient has released or disclosed the data.

(6) The recipient is executing this agreement for the benefit of the contractor. The contractor is a third party beneficiary of this agreement who, in addition to any other rights it may have, is intended to have the rights of direct action against the recipient or any other person to whom the recipient has released or disclosed the data, to seek damages from any breach of this agreement, or to otherwise enforce this agreement.

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(7) The recipient agrees to destroy these data, and all copies of the data in its possession, no later than 30 days after the date shown in paragraph (8) of this agreement, to have all persons to whom it released the data do so by that date, and to notify the contractor that the data have been destroyed.

(8) This agreement shall be effective for the period commencing with the recipient's execution of this agreement and ending upon *[Insert Date]*. The obligations imposed by this agreement shall survive the expiration or termination of the agreement.

[Insert business name.]

Recipient's Business Name

[Have representative sign.]

Authorized Representative

[Insert date.]

Date

[Insert name and title.]

Representative's Typed Name and Title

(End of Clause)

I-61 3452.227-73 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAR 2011)

(a) For contracts under which data are to be produced, furnished, or acquired, the terms *limited rights* and *restricted rights* are defined in the rights in data—general clause (FAR 52.227–14).

(b) Proprietary data, technical data, or computer software provided to the contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) *Proprietary data with legends that serve to restrict disclosure or use of data.* The contractor shall use, modify, reproduce, perform, or display proprietary data received from the Government with proprietary or restrictive legends only in the performance of this contract. The contractor shall not, without the express written permission of the party who owns the data, release, or disclose such data or software to any person.

(2) *GFI marked with limited or restricted rights legends.* The contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(3) *GFI marked with specially negotiated license rights legends.* The contractor shall use, modify, reproduce, release, perform, or display proprietary data, technical data, or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the use and

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non-disclosure agreement. The contractor shall modify paragraph (c)(1)(iii) of the use and non-disclosure agreement (3452.227–72) to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third-party beneficiary rights.

(1) The contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorney's fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of proprietary data, technical data, or computer software received from the Government with restrictive legends by the contractor or any person to whom the contractor has released or disclosed such data or software.

(2) The contractor agrees that the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the contractor, or any person to whom the contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of proprietary data, technical data, or computer software subject to restrictive legends.

(End of Clause)

I-62 3452.237-71 Observance of Administrative Closures MAR 2011)

(a) The contract schedule identifies all Federal holidays that are observed under this contract. Contractor performance is required under this contract at all other times, and compensated absences are not extended due to administrative closures of Government facilities and operations due to inclement weather, Presidential decree, or other administrative issuances where Government personnel receive early dismissal instructions.

(b) In cases of contract performance at a Government facility when the facility is closed, the vendor may arrange for performance to continue during the closure at the contractor's site, if appropriate.

(End of Clause)

I-63 3452.239–72 Department Security Requirements (DEVIATION) (DEC 2019)

(a) The contractor and its subcontractors shall comply with Department of Education personnel, cyber, and privacy, security policy requirements as set forth in “Security Requirements for Contractors Doing Business with the Department of Education” at <http://www.ed.gov/fund/contract/about/bsp.html>.

(b) Contractor employees who will have access to proprietary or sensitive ED information including “Controlled Unclassified Information” as defined in 32 CFR Part 2002, or ED IT

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systems, systems maintained on behalf of ED, ED facilities or space, and/or perform duties in a school or in a location where children are present, must undergo a personnel security screening and a favorable determination and are subject to reinvestigation as described in the “Contractor Vetting Security Requirements.” Compliance with these “Contractor Vetting Security Requirements,” as amended, is required.

(c) The type of security investigation required to commence work on an ED contract is dictated by the position designation determination assigned by ED. All ED contractor positions are designated commensurate with their position risk/sensitivity, in accordance with Title 5 Code of Federal Regulations (5 CFR 731.106) and OPM’s Position Designation Tool (PDT) located at: <https://pdt.nbis.mil/>. The position designation determines the risk level and the corresponding level of background investigations required.

(d) The contractor shall comply with all contractor position designations established by ED.

(e) The following are the contractor employee positions required under this contract and their designated risk levels:

High Risk (HR): 6C Positions (Knowledge Manager, Systems Administration, Configuration Manager, Program Manager)

Moderate Risk (MR): 5C Positions (General Office or Accounting Clerk, Tester, Business Analyst, Customer Service Representative)

Low Risk (LR): N/A

(f) For performance-based contracts where ED has not identified required labor categories for contractor positions, ED considers the risk sensitivity of the services to be performed and the access to ED facilities and systems that will be required during performance, to determine the uniform contractor position risk level designation for all contractor employees who will be providing services under the contract. The uniform contractor position risk level designation applicable to this performance-based contract is: N/A

(g) Only U.S. citizens will be eligible for employment on contracts requiring a Moderate Risk/Public Trust, High Risk/Public Trust, or a National Security designation.

(h) Permanent resident aliens may be eligible for employment on contracts requiring Low Risk/Public Trust access.

(i) An approved waiver, in accordance with “Contractor Vetting Security Requirements” is required for any exception to the requirements of paragraphs (g) and (h) above.

(j) The Contractor shall-

(1) Comply with the Principal Office (PO) processing requirements for personnel security screening,

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(2) Ensure that no contractor employee is placed in a higher risk position than for which he or she is approved,

(3) Ensure contractor employees submit required security forms for reinvestigation in accordance with the timeframes set forth in the “Contractor Vetting Security Requirements,”

(4) Report to the COR any information (i.e., personal conduct, criminal conduct, financial difficulties, etc.) that would raise a concern about the suitability of a contractor or whether a contractor employee’s continued employment would promote the efficiency of the service or violate the public trust,

(5) Protect sensitive and Privacy Act-protected, including “Controlled Unclassified Information” as defined in 32 CFR Part 2002, from unauthorized access, use or misuse by its contractor employees, prevent unauthorized access by others, and report any instances of unauthorized access, use or misuse to the COR,

(6) Report to the COR within two business days any removal of a contractor employee from a contract; or within one business day if removed for cause,

(7) Return a PIV ID to the COR within seven business days of the contractor employee’s departure,

(8) Report to COR of any job activities that contractor employee has brought to their attention that they believe could result in a change in the contractor employee’s position or the need for increased security access; and

(9) Ensure that any ED information processed, stored, or transmitted by the contractor will not be used or redistributed except as specified in the contract.

(k) Performance of this contract will will not involve access to ED IT systems and/or systems maintained on behalf of ED. For contracts that require access to ED IT systems and/or systems maintained on behalf of ED, the Information Security Categorization applicable to each security objective has been determined to be:

Confidentiality: Low Moderate High
Integrity: Low Moderate High
Availability: Low Moderate High
Overall Risk Level: Low Moderate High

(l) Performance of this contract does involve does not involve Personally Identifiable information (PII) or “Controlled Unclassified Information” as defined in 32 CFR Part 2002. The Confidentiality Impact Level of such information has been determined to be:

Not Applicable Low Moderate High

(m) Failure to comply with any of the personnel, privacy, and cyber security requirements may result in a termination of the contract for default or cause.

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(End of Clause)

I-64 3452.242-71 Notice to the Government of Delays (MAR 2011)

The contractor shall notify the contracting officer of any actual or potential situation, including but not limited to labor disputes, that delays or threatens to delay the timely performance of work under this contract. The contractor shall immediately give written notice thereof, including all relevant information.

(End of Clause)

I-65 3452.242-73 Accessibility of Meetings, Conferences and Seminars to Persons with Disabilities (MAR 2011)

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

(End of Clause)

I-66 FSA 9-1 Annual Submittal of Financial Audit Statements (FEB 2015)

Contractors shall submit a copy of their current Financial Audit Statement to the Contracting Officer 60 days prior to the end of the current period of performance (or annually for multiple year contracts). This information will be a factor in assessing responsibility prior to exercising options or issuing new task orders, as applicable.

(End of Clause)

I-67 FSA 19-2 Subcontract Reporting and Achievements (APR 2014)

The contractor shall submit timely and accurate subcontract reporting, which will be a factor used in assessing contractor past performance. In addition, contractors are advised that achievements related to subcontracting plans can and may be used as part of responsibility determinations under future procurements.

(End of Clause)

I-68 FSA 22-2 Service Contract Act and Fair Labor Standard Act Requirements in Escalated Contracts, Information for Offerors (JAN 2013)

The Service Contract Act applies to this contract. This clause applies to both contracts that are subject to area prevailing wage determinations and contracts subject to Contractor collective bargaining agreements. The Government has determined that both or either of the following is applicable:

1. The contract will be performance-based and payment to the contractor will be a percentage based upon actual performance, and/or

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2. The contract is issued will be issued on a firm-fixed-price basis, the Government anticipates a mix of exempt and non-exempt personnel during performance of the contract, and escalation is provided for in the contract

The contract addresses:

1. Any price escalation of the fixed contract line item prices of the base and optional periods of performance or ordering periods, including but limited to, built-in economic price adjustment or other alternative pricing method, as appropriate;
2. Any increases or decreases made to:
 - a. Wage Determinations and Conforming Wage Determinations that the Contractor may request of the Department of Labor that occur with the exercise of options or that occur as a result of time triggers identified in the Service Contract Act; or,
 - b. Comply with an amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

Such changes will be cared for through escalations already identified in the contract, and no claim shall be made by the Contractor or the Government as a result of increases or decreases in Wage Determinations, or changes to the minimum wage. This clause does not relieve the Contractor of its responsibility to pay a covered employee wages consistent with the Service Contract Act and Fair Labor Standards Act in the event the escalation does not cover the total amount of the increase.

(End of Clause)

I-69 FSA 25-1 Prohibitions on Contract Performance Outside of the United States (MAY 2017)

The Contractor has represented to the Department that it will perform all work required under this Contract including all work subcontracted to or otherwise performed by other parties, within the United States. If, at any time, the Contractor wishes to perform any Contract work outside the United States, the Contractor shall inform the Contracting Officer, in advance and in writing, of its intention and request the Department's approval. The Contractor shall not perform any Contract work outside the United States unless and until it has received the Contracting Officer's explicit, written approval to perform such work. In order to give proper consideration to the Contractor's request, the Department may ask for, and the Contractor shall provide, information relevant to the proposed performance outside the United States, including but not limited to a detailed description of the physical, personnel and management resources to be used and any potential difficulties or constraints in performing in the foreign jurisdiction. The Department may refuse to approve Contract performance outside the United States to the extent that, solely in the Department's judgment, the Contractor has not shown that performance outside the United States would satisfy the Contract requirements and would not impair or degrade performance. Further, the Department may refuse to approve any performance outside the United States for any other reason, or for no reason, except as otherwise required by the laws and treaties of the United States. The Department may approve performance outside the United States subject to certain conditions, to which conditions the Contractor shall strictly adhere. Neither performance within the United States, nor

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the Department's refusal to allow performance outside the United States shall ever constitute a change to this Contract or give rise to any entitlement to additional compensation or excuse any failure of performance by the Contractor. Nothing in this clause shall be interpreted to impose any obligation on the Department to allow or to refuse a request for performance of this Contract outside the United States.

(End of clause)

I-70 FSA 27-2 Contractor Use of Government Commercial Software (MAR 2014)

This clause applies to all commercial software that is—

- a) provided by the Government to the contractor for performance of the contract;
- b) purchased, licensed, or maintained by the contractor and is directly reimbursed by the Government; or
- c) purchased or licensed by the contractor in the name of a Government department, agency or office.

Software provided by the Government will be supplied by the FSA Software Asset Management Team via the Contracting Officer (CO) or Contracting Officer's Representative (COR).

The contractor performing work on behalf of the FSA shall not:

- a) Install, reproduce, distribute, transmit, or otherwise use software for which the Department lacks the appropriate license, unless such software is properly licensed and used in accordance with Departmental policy and the applicable license. If the contractor becomes aware of the reproduction, distribution, or use of unauthorized software, the contractor will notify their COR who in turn will notify the FSA Software Asset Management Team. All use above the licensed entitlement will be removed or purchased by the contractor.
- b) Install, reproduce, or use any software upgrade on a computer that does not already have resident the original, licensed version of the software.
- c) Loan, distribute, or transmit Department software to any third party, unless the employee or contractor is expressly authorized to do so by the COR and the applicable license.

If the contractor performing work on behalf of FSA has any question concerning entitlement for use of any software, they have the responsibility to seek clarification, via the COR, of the Software Asset Management Team.

The terms of this clause apply to all contractors and their employees performing work on behalf of the Government and accessing or using Government software assets from any off-site or remote work location. For example, this includes all telework locations, use of non-Government equipment while performing Government work, and/or use of any/all devices for this purpose that have the ability to connect/access any Government network or software product.

The contractor shall hold the Government harmless for any noncompliance with this clause or the licenses under which the software is provided. The contractor will be responsible for paying all damages, penalties, extra license fee or any other expense associated with their noncompliance without reimbursement or compensation from the Government.

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The contractor shall report annually by March 31, or more frequently if requested by the Contracting Officer, the following:

- Software product name
- Software version number
- User name
- Workstation owner, as applicable
- Server name, as applicable
- Metrics required by license (*e.g., the names of actual users if license is named user base.*)

The contractor is subject to audits by the Government or the software manufacturer at the contractor's location to ensure it is complying with this clause and licenses.

The contractor shall remove the software immediately from their machines and certify to the Contracting Officer its removal and the destruction or return of all documentation when any of the following occurs:

- 1) Contact under which software is required ends without renewal;
- 2) The software license's term ends without renewal;
- 3) The software license is terminated by manufacturer for cause; or
- 4) The software is no longer required for performance of contract.

For named user-based or client-based licenses, the contractor will report within 30 days the addition, replacement, or termination of access of any specific named-user or the addition, transfer or removal of software from client machines. Such report will contain the name of the former client as well as the new client, as applicable.

For server or core-based licenses, the contractor will report within 30 days the addition, transfer or removal of software from servers. Such report will contain the name of the former server as well as the new server, as applicable.

(End of clause)

I-71 FSA 39-3 FSA Section 508 and Electronic and Information Technology Accessibility Standards Compliance (SEP 2016)

- (a) The performance of this contract is subject to the requirements of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR Part 1194).
- (b) Section 508 establishes requirements for electronic and information technology developed, maintained, procured, or used by the Federal government. Section 508 requires Federal electronic and information technology, including that provided by a Government contractor, to be accessible to people with disabilities, including employees and members of the public. All EIT services performed under this contract shall meet the standards identified at 36 CFR Part 1194 (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title36/36cfr1194_main_02.tpl).

- (c) Members of the public with disabilities that are seeking information or services from the contractor shall have access to and use of information and data maintained and provided to the public under this contract that is comparable to the access to and use of information and data by members of the public who are not individuals with disabilities. The contractor's Website, and any documents or other forms of communication that may be viewed by the public via the Website, shall remain current with manners of assistive technology utilized by the public for accessing such information. In order to maintain an accessible Website and documents or other forms of communication, the contractor shall ensure that the public can access required information in a variety of ways, which do not have to rely on a single sense or ability of the user.

(End of Clause)

I-72 FSA 39-4 Remedies for Contractor's Violation of System Security Requirements (MAY 2017)

- a) *General.* The information systems accessed, supported, and maintained under this contract contains personally identifiable information (PII). In order to protect those systems and PII, the contractor is required by the terms of this contract to comply with the Department of Education security policy requirements and to implement privacy and security safeguards. A failure by the contractor to comply with those requirements that results in, or contributes to, a breach of an information system and to the improper disclosure of PII therein could negatively impact millions of student borrowers and their families, as well as many other individuals and entities. Such a breach could give rise to claims by third parties against the Department and the Department may incur significant additional costs and expenses. Depending on the number of systems and individuals affected and the sensitivity and amount of PII data involved in the breach, the Department's liability, costs and expenses may include the following, among others: 1) costs of investigation of the system breach and its impact, 2) expenses related to notification of affected individuals, 3) costs of providing data breach protection services to affected individuals, 4) liability for financial and other losses suffered by third parties as a consequence of the fraudulent, negligent or other misuse of PII obtained as a result of the breach, and 5) expenses to restore Department systems to a state that ensures the present and future integrity, security and availability of PII.
- b) *Definitions.* All terms used in this provision such as breach, personally identifiable information (PII) have the same definition as used by the Department of Education's Administrative Communications System Directive OM: 6-107 External Breach Notification Policy and Plan (3/25/2016).
- c) *Breach Response.* The contractor agrees that in the event of any actual or suspected breach of any system accessed, supported, and maintained under this contract and which contains or may contain PII, the contractor shall immediately, and in no event later than one hour of discovery, report the breach to the individuals identified in OCIO-14 Handbook for Information Security Incident Response and Reporting Procedures, contracting officer, the Contracting Officer's Technical Representative (COTR), and the Department's Privacy Advocate (privacyadvocate@ed.gov), and furnish a copy of the message to the contracting officer. The contractor is responsible for positively verifying that notification

is received and acknowledged by at least one of the foregoing Government parties. The contractor further agrees to provide the Department the resources necessary to support the Department in its implementation of appropriate information security incident response and reporting procedures and external breach notification policies and plans.

d) *Notice to Affected Individuals.* If the contractor fails to comply with Department security policy requirements or fails to implement required privacy and security safeguards, in accordance with FSA's instructions and only if and as approved in advance and in writing by the Department, the contractor agrees to prepare and send a notice to all individuals affected by a breach, at no additional cost to the Department. The method of such notification may include letters to affected individuals sent by first class mail, electronic means, or publication of a general notice, as approved by the Department. At minimum, that notification should include:

- 1) a brief description of how the breach occurred;
- 2) a description of the types of personal information involved in the breach;
- 3) a statement as to whether the information was encrypted or protected by other means;
- 4) steps an individual may take to protect themselves;
- 5) what the agency is doing, if anything, to investigate the breach, to mitigate losses, and to protect against any further breaches; and
- 6) point of contact information identifying who affected individuals may contact for further information.

e) *Remedies for Violations.* If the contractor fails to comply with Department security policy requirements or fails to implement required privacy and security safeguards, and if that failure results in, or contributes to, a breach of an information systems and the improper disclosure of PII, the contractor agrees to take all reasonable measures necessary to correct and mitigate the violation and to remedy any resulting harm suffered by the Department and any others. The contractor agrees to take such action promptly, as directed by the Contracting Officer, and at no additional cost to the Department. The contractor agrees that such measures shall include, at a minimum, the following:

- 1) the contractor shall provide data breach protection services, including identity theft and credit protection, to all affected individuals for a period of no less than 18 months from the date of discovery of the breach. Those services shall include at a minimum: a) one year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports; b) data breach analysis; c) fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution; d) three years of identity theft insurance with up to \$1,000,000.00 coverage at \$0 deductible; and e) necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs;
- 2) the contractor shall reimburse the Department for all its costs and expenses resulting from the breach, including but not limited to: a) costs of investigation of the system breach and its impact, b) expenses related to notification of affected individuals, c) costs of providing data breach protection services to affected

- individuals, d) expenses to restore Department systems to a state that ensures the present and future integrity, security and availability of PII;
- 3) the contractor shall indemnify and hold harmless the Department for any and all third party claims, suits, demands, actions, causes of action, damages, set-offs, liens, Attachments, debts, expenses, judgments, and any other liabilities of any kind or nature arising out of or related to the breach. This includes but is not limited to indemnification for any liability for financial and other losses suffered by third parties as a consequence of the fraudulent, negligent or other misuse of PII obtained as a result of the breach.
- f) *Right to Withhold Contract Payments and Set-Off.* If the contractor fails to notify the affected individuals or fails to provide the data breach protection services as provided in paragraphs (d) and (e)(1) of this clause, the contractor agrees to have the Department withhold the sum of **\$922.21** per affected individual (**up to 10,000 individuals**) or **\$907.19 (over 10,000 individuals)** from any payment due the contractor under this contract, or to set-off that sum from any other Government contract. That withholding or set-off shall continue until the contractor has complied with the requirements in paragraphs (d) and (e)(1) of this clause. Should the Department elect to provide and/or procure notification or data breach protection services in response to a breach, the contractor will be responsible for reimbursing the Department for those expenses.
- g) *Flow-Down to Subcontractors.* The contractor agrees to incorporate into subcontracts at all tiers any term or condition necessary to ensure compliance with the requirements of this clause, including by contractor and subcontractor personnel. Further, the contractor acknowledges and agrees that a breach of an information system caused by subcontractor personnel will be attributed to the contractor for purposes of application of this clause.

Reservation of Government Rights. Nothing in this clause is intended or shall be interpreted to waive or to limit in any way the right of the Department to pursue claims and recover damages and other remedies for the contractor's violation of the terms of this contract, including system security requirements.

(End of Clause)

I-73 FSA 39-6 Security Protocol for Reporting Contract Employee Departure from a Contract (SEP 2017)

As part of Federal Student Aid's security protocol, the contractor is required to provide timely notification of a contractor or subcontractor employee's departure from the contract. All notifications of an employee's departure are considered timely when the Contracting Officer, Contracting Officer's Representative and the Information System Security Officer are notified by the end of the business day of a contractor employee's departure. All notifications shall be in the form of an encrypted email with a subject line of "Employee Departure". The encrypted email shall include the following information:

- Employee Last Name, First Name, Middle Name
- eQIP number, if available
- Contract number

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- List of systems to which the employee had access, and any associated user IDs, if available
- Termination date

The completion of this timely notification does not relieve the contractor of the inclusion of the same information in the monthly report in the format identified in FSA 39-5.

The content of this clause shall flow down to all subcontracts awarded under this contract.

(End of Clause)

I-74 FSA 39-7 (Revision 1) Contractor Security Responsibilities (AUG 2018)

1) The Person Handle number (formerly referred to as “unique identification number”), referenced in paragraph 3) below, will be fully implemented by November 1, 2018; therefore prior to November 1, 2018, the contractor employee responsible for security may not receive the individual contractor employee’s Person Handle number. However, where the Person Handle Number is provided, the contractor must provide the number on the monthly vendor employee report per paragraph 6).

2) The contractor shall ensure that no contractor employee is granted access to the Department’s confidential and/or personally identifiable information (PII), and/or system(s) that permit access to the aforementioned data, until the contractor employee has completed the required security training and receives written access approval from the government’s Information System Security Officer (ISSO). If the employee requires access to multiple systems, approval must come from each system’s ISSO before receiving access to that system.

3) The written approval provided the contractor by the ISSO shall identify the contractor employee/applicant, the system/platform for which access is being granted, whether privileged (6c) or non-privileged (5c) access is granted, and the Person Handle number (formerly referred to as “unique identification number”) assigned to the contractor employee. The written notification may include multiple contractor employees, but each contractor employee shall be listed separately, including the aforementioned information relevant to the access approval of each individual listed.

4) All contractor employees must complete the required security training as a prerequisite to accessing the Department’s confidential and/or PII data, and/or system(s), and must complete required training annually thereafter. The contractor’s employee responsible for security shall promptly forward a copy of the completion certificate (training completed within 12 months of the date of access approval will suffice) or other equivalent proof of completion to both the Contracting Officer’s Representative (COR) and the ISSO(s). Access will not be granted until proof of completion is received.

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5) If the ISSO does not grant access to the contractor employee within 20 calendar days of submitting all required documents for a security investigation and the proof of security training completion, the contractor's employee responsible for security shall contact the COR and ISSO(s) to ascertain the status of the approval.

6) The contractor's employee responsible for security shall maintain a separate copy of the aforementioned written authorization and proof of security training completion for each individual contractor employee granted access, as evidence that access has been granted. The PersonHandle shall also be included as reference to each employee in the monthly vendor report required under FSA Local Clause 39-5, Monthly Vendor Employee Report. Each system/location receiving separate access approval will be listed separately on the Monthly Vendor Employee Report.

(End of Clause)

I-75 FSA 39-8 Supplemental Instructions to EDAR 3452.239-72, Department Security Requirements (OCT 2020)

EDAR 3452.239-72, Department Security Requirements, paragraph (j)(1) is supplemented by the following:

(j)(1)(a) Contractors will submit their Background Investigation Requests electronically. Upload the documents into Electronic Questionnaires for Investigation Process (E-QIP) and release the Investigation Request Packet to the COR in E-QIP.

(b) Send an electronic copy of the completed coversheet to your contract COR and system ISSO(s). If contractors require a blank coversheet, please contact the COR. When transmitting the cover sheet, please use the following subject in the header of the Microsoft Outlook Message:

Subject: [Name of Prime Contractor-Company Name (Name of Sub-Contractor-Company Name, if applicable)]: [Background Investigation (BI) Type]
[BI Level] [Date of Submission] [Name of Company Official Responsible for Background applications]

(c) Please ensure that each coversheet is encrypted and password protected with a unique password. **Do not** send the password with the coversheet; instead send a separate email with the exact same subject line with the password in the body of the email. The password should include upper and lower case letters, numbers and special characters.

(d) Other than entering the requested data, do not modify the cover sheet format, structure or any other part of the spreadsheet. Any such change may result in the return of the cover sheet and background investigation paperwork for corrections and delay the processing of the packages.

(e) Do not submit System Access Requests (SARs) with the background investigation paperwork. SARs are to be submitted to the Information System Security Officer (ISSO) that is

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responsible for your system. Please contact the ISSO(s) for specific information regarding the delivery (email, etc.) of the System Access Requests.

(f) Contact FSAPersonnelSecurity@ED.gov or your assigned Personnel Security Specialist or by phone (202-377-3400) with questions.

(End Clause)

I-76 FSA 42-1 Post Award Evaluation of Contractor Performance (JUL 2012)

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The system utilized to record past performance evaluations is the Contractor Performance Assessment Reporting System (CPARS), which is a feeder system for the Past Performance Information Retrieval System (PPIRS). The Contractor shall designate a CPARS Representative to administer evaluations for the Contractor. The Representative shall be responsible for reviewing and commenting on proposed ratings and remarks for all assessments forwarded by the Contracting Officer. The first Interim CPAR report shall be assessed after 12 months of contract performance, with Interim reports assessed every 12 months thereafter. If the award value is over the Simplified Acquisition Threshold, and the period of performance is shorter than 12 months, the evaluation shall be assessed at the completion of work. The Contractor will be permitted thirty (30) days to review the evaluation and to submit additional information or a rebutting statement in CPARS. If the Contractor does not comment during the review period, the report shall be finalized after (30) days. The Final contract performance evaluation will be prepared at the time of completion of work. Any disagreement between the parties regarding an evaluation will be referred to the next higher level above the Contracting Officer, whose decision will be final. Copies of the evaluation, contractor responses, and review comments, if any, will be retained as part of the contract file, and will be used to support future award decisions. Copies of completed evaluations can be obtained in CPARS and PPIRS.

(End of Clause)

I-77 FSA 45-1 Special Contract Requirements For Government Furnished Property – Two Factor Authentication Tokens (TFA) (JUN 2015)

In addition to the requirements of FAR 52.245-1(b) - Government Property, the contractor shall:

- a) Ensure the contractor's Government Property Manager or designee shall sign a distribution letter provide by the Contracting Officer upon receipt of Government Property;
- b) Comply with instructions on how to register the tokens using the Federal Student Aid Two Factor Authentication Token For FSA User Handout distributed with the tokens;
- c) Seek immediate assistance with any challenges encountered with FSA CITRIX and TFA and immediately report any security or other incidents by telephone or email to the helpdesk at: 1-877-603-4188 or ed.customer.service@ed.gov and;
- d) Provide a Property Management Plan to the Contracting Officer within 5 business days of receipt of the Government Furnished Property. Among other requirement

required under FAR 52.245-1(b) the Property Management Plan must contain at minimum the following:

- Description on how the contractor will establish and maintain an auditable record of the token assignment to its employees by individual name and token Serial Number (AVT+9 digits);
 - Method by which the contractor shall ensure that the serial number label on the back of each token remains legible and secure to the device.
 - Security and management process for the physical devices as well as changes in assignment.
- e) Upon written notification from the Contracting Officer, the contractor shall affirm its understanding and compliance with the Government’s requirement for quarterly re-certification of user access and token activation. In the event of any reported security breach, the Government shall immediately disable or deactivate contractor access to its network without prior notice.
- f) Soft Tokens can be used instead of hard tokens. The soft token is an app that runs on the user’s mobile device. After downloading and registering the free Symantec VIP Access app on a phone or tablet, a user simply opens the app and a One-Time Password (OTP) is automatically generated similar to a hard token. Use of a soft token is optional, however users who have a compatible mobile device are encouraged to transition to a soft token. There is no requirement to maintain property records on soft tokens.
- g) **Contact Information.** For additional information on TFA or the use of a soft token, contact the TFA Support Center at 800/330-5947, option 2 (TDD/TTY 800/511-5806) or by email at TFASupport@ed.gov.

(End of clause)

SECTION J – LIST OF ATTACHMENTS

Attachment	Title
01	Existing FSA Contact Centers (Non-exhaustive)
02	Current State Customer Tasks
03	Current State Partner Tasks
04	Top Customer Pain Points
05	Security Technical Requirements
06	Life of the Loan Servicing Intended State
07	Department of Education and FSA Style Guide for Written Communication
08	Draft DCC CCP Enablement Guide
09	Additional Current State Technical Constraints

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10	Attachments to Additional Current State Technical Constraints <i>(Includes WinZip files with multiple subfolders and additional WinZip files that supplement Attachment 09)</i>
11	Finance Technical Requirements
12	FSA 04-2 Universal Electronic Records Management Requirements
13	FSA 39-5 Monthly Vendor Reporting Deliverable Template (August 2018)
14	As Is Updated
15	OMB Guidance for BY20 Submission Requirements
16	Cybersecurity Policy
17	Information Assurance (IA)/Cybersecurity Handbook
18	Federal Identity, Credentialing, and Access Management Personal Identity Verification Interoperable (PIV-I) Test Plan
19	Personal Identity Verification Interoperability (PIV-I) for Issuers
20	Personal Identity Verification Interoperable (PIV-I) Certification Process
21	Federal Identity, Credentialing, and Access Management Personal Identity Verification Interoperable (PIV-I) Frequently Asked Questions (FAQ)
22	X.509 Certificate Policy for the Federal Bridge Certification Authority (FBCA)
23	TBM Data Report Template
24	TBM Taxonomy Version 3.0
25	NIST Cost Capabilities Report Template
26	FSA IT Investments NIST Mapping

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Invoicing Address:</p> <p>Budget Group/Invoice Admin US Department of Education/FSA/CFO/BG/FSAA 830 First Street, NE, Suite 54B1 Washington DC 20202-0001</p>				