Solicitation 73351018R0010
U.S. Small Business Administration (SBA)
Office of Disaster Assistance (ODA)
Data Analysis and Loan Recommendation Services

This solicitation consists of the following sections and attachments:

Request for Proposal (RFP):

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Page 4: Section 1 – Introduction
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Attachments are as follows:

Attachment 1 – Past Performance Questionnaire
Attachment 2 – Pricing Sample
Attachment 3 – Confidentiality and Non-Disclosure Agreement
Attachment 4 – Conflict of Interest
Attachment 5 – SOP 50 30 9
Attachment 6 – SBA Form 5C Loan Application

All correspondences will be sent to the Contracting Specialist (CS):

The Contracting Specialist (CS) for this effort is as follows:
Small Business Administration, Acquisition Division
ATTN: [redacted]
13221 Woodland Park Road, 5th floor
Herndon, Virginia 20171
[redacted]

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER	PAGE	OF
	1	44

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			73351018R0010	09/07/2018

7. FOR SOLICITATION INFORMATION CALL	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	[redacted]		10/04/2018 1300 ET

9. ISSUED BY	CODE	10. THIS ACQUISITION IS
DENVER ACQUISITION OFFICE FOR SBA DENVER FINANCE CENTER 721 19TH STREET SUITE 301 DENVER CO 80202	208050	☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR: ☒ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ EDWOSB ☐ 8(A) NAICS: 541611 SIZE STANDARD: $15.0

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

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
		DENVER ACQUISITION OFFICE FOR SBA DENVER FINANCE CENTER 721 19TH STREET SUITE 301 DENVER CO 80202	208050

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE

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
	SBA-ODA Data Analysis and Loan Recommendation Services This RFP is to set up an IDIQ and for the 1st order against it to procure Data Analysis and Loan Recommendation Services for the Small Business Administration, Office of Disaster Assistance Questions should be submitted via email no later than September 18, 2018. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a. SOLICITATION NCORPORATES 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 NCORPORATES BY REFERENCE FAR 52 212-4. FAR 52 212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQU RED TO SIGN THIS DOCUMENT AND RETURN 1 COP ES 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: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		[redacted]	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Quotes are due via email no later than October 04, 2018 at 1:00 pm ET. The period of performance for the IDIQ contract is anticipated to be as follows: Base 11/1/18 - 10/31/19 OY1 11/1/19 - 10/31/20 OY2 11/1/20 - 10/31/21 OY3 11/1/21 - 10/31/22 OY4 11/1/22 - 10/31/23 The period of performance for the first task order is anticipated to be for one year from date of award. Period of Performance: 11/01/2018 to 10/31/2023				
0001	IDIQ Base Year Data Analysis and Loan Recommendation Services Period of Performance: 11/01/2018 to 10/31/2019				
1001	IDIQ Option Year 1 Data Analysis and Loan Recommendation Services (Option Line Item) Anticipated Exercise Date10/31/2019 Period of Performance: 11/01/2019 to 10/31/2020 Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	IDIQ Option Year 2 Data Analysis and Loan Recommendation Services (Option Line Item) Anticipated Exercise Date10/31/2020 Period of Performance: 11/01/2020 to 10/31/2021				
3001	IDIQ Option Year 3 Data Analysis and Loan Recommendation Services (Option Line Item) Anticipated Exercise Date10/31/2021 Period of Performance: 11/01/2021 to 10/31/2022				
4001	IDIQ Option Year 4 Data Analysis and Loan Recommendation Services (Option Line Item) Anticipated Exercise Date10/31/2022 Period of Performance: 11/01/2022 to 10/31/2023				
	Please contact the Contract Specialist with any questions. Contract Specialist [redacted]				

SECTION 1 – INTRODUCTION

1.1 GENERAL INFORMATION

The U.S. Small Business Administration (SBA) is issuing this competitive solicitation (SOL) # 73351018R0010 as a Request for Proposal (RFP) to solicit contractors for the purpose of entering into a Single Award Indefinite Delivery/Indefinite Quantity (IDIQ) contract for Data Analysis and Loan Recommendation Services. This RFP is issued pursuant to Federal Acquisition Regulation (FAR) Part 12—Commercial Items and FAR Part 16.5 Indefinite Delivery Contract. This IDIQ is in support of SBA Office of Disaster Assistance.

This is a notice that the resultant contract is for a 100% Total Small Businesses set-aside requirement. Only proposals submitted by Small Businesses will be accepted by the Government. Any proposal that is submitted by an Offeror that is NOT a Small Businesses will not be accepted.

Contractors are requested to notify the Contracting Specialist via email at [redacted] of their intent to propose immediately.

If your firm is interested in this acquisition, you may participate by submitting your response in accordance with the requirements and instructions contained herein.

The NAICS for this acquisition is 541611 Administrative Management and General Management Consulting Services with a small business size standard of $15 million. The Product Service Code is R710 Financial Service.

1.2 QUESTIONS DUE DATE:

Offeror must submit all technical questions regarding this requirement, or the preparation of your proposal, in writing via e-mail to the Contracting Specialist, Tracy.Lambert@sba.gov. All questions must be submitted via e-mail and must contain RFP number 73351018R0010 and Title "Data Analysis and Loan Recommendation Services" and they must be received no later than 1:00 PM Eastern Time (ET) on September 18, 2018. Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to all prospective contractors. ONLY EMAILED QUESTIONS WILL BE ANSWERED.

Questions received after the specified deadline date/time WILL NOT be accepted. It is the responsibility of the offeror to get their submission in on time and ensure successful delivery to the Government facility.

1.3 PROPOSAL DUE DATE:

Proposals must be submitted via electronic copy directly to the Contracting Specialist at Tracy.Lambert@sba.gov no later than 1:00 PM ET October 04, 2018. Each volume shall be clearly marked by Volume Number and Title. The Government reserves the right to not accept proposals received after the closing date and time. It is the responsibility of the offeror to get their submission in on time and ensure successful delivery to the Government. If you do NOT receive a confirmation email, it is the offeror's responsibility to follow-up with the contracting Specialist to ensure successful delivery. ONLY EMAIL SUBMISSIONS WILL BE ACCEPTED. A facsimile proposal or proposal received through the mail will not be accepted.

1.4 INSTRUCTIONS & SUBMISSION REQUIREMENTS

Offeror are required to submit the following documents for the IDIQ contract and for the first task order. **At a minimum the offeror will submit a total of 6 documents** (Numbers 1-3 for the IDIQ contract and 1-3 for the First Task Order). Number 4 below is required but they must be submitted directly from the person filling them out.

1. **Written Technical Proposal** (Contractor's Format)**,** sent in by the contractor
2. **Assumption, Conditions, or Exceptions** (Contractor's Format), sent in by the contractor
3. **Price Proposal** (Contractor's Format), sent in by the contractor
4. **Past Performance Questionnaire** (Attachment 1) must be sent to the government directly from the person filling them out.

Your Proposal MUST include the following information on the title page of each volume:

A. Tax identification number (TIN)
B. Dun & Bradstreet Number (DUNS)
C. Name & Complete Business Mailing Address
D. Contact Name
E. Contact Phone
F. Contact email address
G. RFP Number: 73351018R0010
H. Project Title
I. Proposal Number (contractor's format: this is a unique identified by your office, it could be the date)

1.5 SAM REGISTRATION

Offerors must be registered in and have a completed copy of their representations and certifications in SAM (https://www.sam.gov) and shall indicate as such in their offer.

1.6 CONTRACT CEILING

The estimated contract ceiling for this entire period of performance for this IDIQ is $100,000,000.00. The guaranteed minimum order amount will be $10,000.00.

1.7 PERIOD OF PERFORMANCE

The result of this acquisition for the IDIQ contract will be for a period of performance (POP) for a base period of 1 year with 4 option periods of 12 months each. The First Task order will be for a period of performance of 1 year.

1.8 ANTICIPATED AWARD TYPE

This requirement is for small business set aside for a Single Award Indefinite Delivery Indefinite Quantity contract. The actual work will be done under task orders that define the work and period of performance that is needed. Task order type may be either Firm-Fixed Price or Time-and-Materials/Labor Hour, depending on task order requirements. The IDIQ contract will have fully loaded fixed price labor rates and fixed price rates for each individual loan recommendation or a fixed price tiered pricing.

1.9 ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS

Contractors must submit, under separate cover, all (if any) assumptions, conditions, or exceptions with any of the terms and conditions of this solicitation including the SOW. If not noted in this section of your proposal, it will be assumed that the contractor proposes no assumptions for award, and agrees to comply with all of the terms and conditions as set forth herein.

1.10 DISCUSSIONS/AWARD WITHOUT DISCUSSIONS

The Government reserves the right to award without discussions, so it is in your best interest to include your most favorable terms in your initial submission. However, the Government reserves the right to permit offerors to revise their submissions.

As stated above the Government reserves the right to make an award without discussions, except for clarifications as described herein. Any exceptions or deviations by the offeror to the terms and conditions stated in this solicitation for inclusion in the resulting contract may make the offer unacceptable for award without discussions. If an offeror proposes exceptions to the terms and conditions of these requirements, the Government may make an award, without discussions, to another Offeror that did not take exception to the terms and conditions, if such offeror is determined to be the best overall value for this effort. The Government also reserves the right to conduct discussions if it decides to establish a competitive range of the most highly rated, acceptable offers received.

1.11 OTHER INFORMATION

Failure to submit any of the information required herein will deem your proposal technically unacceptable and removed from further consideration.

1.12 POINTS OF CONTACT

1.12.1 Contracting Officer's Representative (COR)

Small Business Administration, Office of Disaster Assistance
ATTN: To be determined after award
Washington, DC

1.12.2 Contracting Specialist (CS)

The Contracting Specialist (CS) for this effort is as follows:
Small Business Administration, Acquisition Division
ATTN: [redacted]
13221 Woodland Park Road, 5th floor
Herndon, Virginia 20171
Office: [redacted]
email [redacted]

1.12.3 Contracting Officer

The Contracting Officer (CO) for this effort is as follows:
Small Business Administration
Denver Finance Center, Acquisition Division
ATTN: [redacted]
721 19th Street, Suite 365
Denver, CO 80202
Office: [redacted]
email [redacted]

SECTION 2 – STATEMENT OF WORK

Statement of Work
Office of Disaster Assistance
Data Analysis and Loan Recommendation Services
September 6, 2018

1.0 BACKGROUND

The Small Business Act (ACT) authorizes the Small Business Administration (SBA) to make loans to eligible survivors of declared disasters. The Office of Disaster Assistance (ODA) plans, directs, and administers the SBA's responsibilities under the ACT. The mission of ODA is to help people recover from disasters and rebuild their lives by providing affordable, timely and accessible financial assistance to homeowners, renters, businesses of all sizes and nonprofit organizations. Responding to the needs of the disaster survivors in an efficient manner is a primary goal. ODA strives to meet this efficiency goal, regardless of loan volume.

Although not all disaster situations are large-scale, the greatest need is often in the larger disasters. The recent (2017) hurricane disasters have prompted surge operations on a large scale where SBA required rapid data analysis and loan recommendations so that loan decisions could be finalized in an efficient manner. The contractor must be prepared to respond as needed to disaster situations. The need for such services fluctuates according to disaster activity.

To meet this critical business need, ODA is seeking a contractor to analyze data and provide loan recommendations based on industry standard loan making practices. The contractor will provide a recommendation of "Approve" or "Decline" with the accompanying information used to support that recommendation.

The ODA volume requirement for this contract is variable and is estimated to be about 65,000 per year, on average. Catastrophic events may generate in excess of 300,000 recommendation requests. Data analysis and loan recommendation needs are dependent upon disaster activity that results in a disaster declaration that triggers the Disaster Loan Program. Current agencies goals are to decision 1,000,000 loans in 60 days.

* It is important to note that ODA is NOT seeking a contractor to build or customize a system or the purchase of software/hardware. The service provider awarded this contract will analyze data and provide recommendations on loan actions utilizing the service provider's system(s)/methods in accordance with ODA policies and procedures. The contractor will begin providing recommendations after the documenting and implementing business rules, system integration, system testing is completed and ready to go live. This should take no more than six months from the date of contract award

2.0 SCOPE

The mission of the SBA's Office of Disaster Assistance is to help people recover from disasters and rebuild their lives by providing affordable, timely and accessible financial assistance to homeowners, renters, businesses of all sizes and nonprofit organizations. Thus, the Offeror's must show a history of performance similar to ODA's stated needs.

2.1 SPECIFIC REQUIREMENTS

Contractor must provide recommendations on loan decisions, as needed. The service should be fungible to ODA's Standard Operating Procedures without a change in service level from small agency declarations to large presidential declarations. The contractor must provide a loan recommendation as "approve" or "decline" along with a copy of all information (in an electronic documentation format) that the contractor used to make its recommendation, submitted to ODA for technical/final review. Once the data has been analyzed and the recommendation provided to ODA through its Disaster Credit Management System (DCMS) an individual within ODA will review the documentation analyzed by the contractor and will make the final determination of whether to approve or deny any particular loan.

The first task order is for a one-year period of performance. The services that must be provided under the first task order include: documenting and implementing business rules, system integration, system testing, and change impact analysis, which should take no more than 6 months to complete. The change impact analysis must include a description of how the service will impact ODA people, processes and technology, with recommendations to fully integrate the service within the ODA environment. Once the business rules, system integration and testing is complete, the remainder of the first task order is for data analysis and loan recommendations for the first 1-15,000 disaster loan applications received. Note that SBA will be adding optional CLINs to the first task order to cover additional quantities of loan recommendation based on the pricing in the IDIQ pricing structure (see attachment 2 Pricing Sample).

Future task orders will be for additional amounts of data analysis and loan recommendations and may also require updates to the contractor's system/methods that are necessary based on a number of things like changes to SBA's business rules, policies, laws and regulations, systems updates or changes that are required based on industry. ODA expects the contractor to fully incorporate any changes identified by ODA into its system within 30 days of when notified by the COR or CO of the changes. All changes must be pre-approved by the CO and the COR. No changes can be made that will incur or change costs without the CO's approval and a modification or new task order issued to adjust the cost as applicable.

The offeror shall include in its technical approach a detailed description of how its system will ensure that its loan decision recommendations will be generated without any bias for a loan applicant that has received a consumer or commercial loan from the offeror, any subcontractors, or any affiliate of the offeror or subcontractors. Alternatively, each offeror shall affirmatively state that neither it, subcontractors, nor any affiliate of the offeror or subcontractors, makes or has purchased any consumer or commercial loans to any individual or legal entity. If the offeror is a joint venture, the use of the term "offeror" in this paragraph refers to each partner of the joint venture individually as well as the joint venture itself.

The offeror must identify if the key personnel proposed are an employee of the prime contractor or a subcontractor. Offerors are require to identify all proposed subcontractors, identify whether each subcontractor is similarly situated or not, describe the tasks to be performed by each subcontractor, the number of the subcontractor's personnel and the prime's personnel who will perform each task and the amount of the proposed price that will be spent on non-similarly situated subcontractors.

The contractor must provide data analysis and a loan recommendation within 10 minutes of ODA's request for such services, and the recommendation will be made through DCMS. Recommendations must be made based on a standardized process in accordance with ODA policies and procedures. The recommendations must be made with minimal errors and when requested, the contractor must consult with ODA to lower disbursement times. Contractor will be provided an industry standard loan application to provide an idea of the kind of data it will receive from SBA when a request is made for data analysis and loan recommendation services (attachment 6).

Contractor will be provided information via Application Programming Interface (API) interface. The interface will include select fields from an industry standard loan application. The Contractor shall assist the government in building an API with SBA's existing IT system (DCMS) in order to facilitate the transfer of data into the Contractor's IT system.

All objects, within the Salesforce platform used for DCMS, whether standard objects or custom, are accessible via Application Program Interfaces (APIs). There are many methods of accessing these APIs, but the most common method is to use Representational State Transfer (REST) web services. This API access may be augmented further via the creation of custom API endpoints, but by default, all objects have API access without any programming work. DCMS will utilize these standard interfaces in order to retrieve and compile single object datasets while custom APIs will be built for more complex, multi-object datasets. For more information, please see the Salesforce API website: https://developer.salesforce.com/page/Salesforce_APIs. After award, the awardee shall enter a Memorandum of Understanding (MOU) with the Government to outline the specific parameters, roles and responsibilities, points of contact, and other details, which facilitate the API. This MOU will be incorporated into the contract and will supplement the contract terms and conditions, through a modification to the contract.

In addition to data analysis and loan recommendations, the contractor shall provide the following information when its recommendation is transmitted to ODA through DCMS, as well as identifying in its offer, all specific sources of the information analyzed and used to support its recommendation and a copy of the information analyzed. The following is a list of the general types of information that the contractor must analyze in making a loan recommendation:

Property specific characteristics such as: location of disaster damaged property; ownership of disaster damaged property; square footage of disaster damaged property; value of disaster damaged property; flood zone determination of disaster damaged property; whether disaster damaged property is located over a body of water; whether property is owner-occupied or rented.

Applicant specific characteristics such as: primary residency of applicant; character of applicant; creditworthiness of applicant; income of applicant; business activity of applicant; size standard of applicant based on SBA size determination; fraud detection on applicant.

The Contractor shall return or destroy and permanently eliminate from its possession all data provided by SBA and used in its analysis and generation of the loan recommendation. This data must be returned or destroyed immediately by the Contractor after the loan recommendation is provided. This contract does not contemplate that the Contractor will store or maintain any SBA data or records. The offer must detail how the Contractor will return or destroy this data and how quickly this information can be removed from its possession.

ODA will utilize the contractor recommendation to finalize its own loan decision. The contractor's loan recommendation and data collection efforts will facilitate the loan making process, increasing ODA bandwidth, enabling ODA to meet agency goals. ODA will use this service as a tool when ODA makes its final decision on loan applications.

The contractor must discuss in its offer, in detail a breach prevention plan, all safeguards that they have in place to prevent any breach of information in its systems. This contract contemplates that the contractor will have access to personally identifiable information and therefore may need to engage in a privacy impact assessment and system of record notice process prior to gaining access to any personally identifiable information in SBA systems.

All recommendations must follow ODA policies and procedures included in SOP 50 30 9 (Attachment 5). The contractor will consult with ODA staff regarding any interpretation of policy issues. Any update to these policies or procedures will be communicated to the contractor with one month notice. The contractor shall not sort or search any data received from SBA by personally identifiable information. This contract does not contemplate the creation, design, or operation of a system of record.

The contractor should be aware that ODA will submit information on disaster loan applicants to the contractor, as it is received. There is a potential for information to be provided at all hours of the day and any day of the week, including weekends.

The following is a ten year history of loan decisions made by ODA. The contractor should be prepared to make recommendations, based on a 10 year history (removing top 2 and bottom 2 outliers), for 65,034 loans per year, on average.

2009 – 96,643	2012 – 46,356	2015 – 33,743
2010 – 42,465	2013 – 122,798	2016 – 66,135
2011 – 45,760	2014 – 15,211	2017 – 92,845

*From October 1, 2017 to May 31, 2018 there have been 311,565 loan decisions made. This number will increase by the end of the fiscal year (September 30).

Offeror must ensure a business liaison is available for emergency questions/needs. The Offeror shall provide a weekly report detailing the number of loan recommendations made by the service provider.

The requirements identified have been developed in a clear, understandable way to ensure that the Contractor is provided sufficient information for the offeror to formulate its proposal. The services being requested are considered to be commercially available and the requirement has been structured as a commercial acquisition.

2.2 SERVICE DELIVERY SUMMARY

SBA will evaluate the contractor's performance via random sampling of services performed.

Performance Objective	Performance Requirement
Timely delivery of loan	90% of all recommendations must be provided to ODA within 10

recommendation	mins of receiving the data from the application. Service level is not expected to change for weekend activity.
Accuracy of Recommendation	95% of all loan recommendations must be formulated in accordance with SBA policies and procedures. Contractor will be notified upon change of policies or procedures.
Accuracy of Information	95% of applicant specific information submitted to ODA by the contractor must be relevant to the applicant submitted to the contractor

*The inability to meet these requirements may result in a reduction of loan recommendation requests or suspension of service or ultimate cancellation of service.

2.3 BREACHES AND CREDIT MONITORING

The Contractor must report ALL incidents involving PII breaches according to notification requirements for data classification to the Contracting Officer and the Contracting Officers Representative within one (1) hour of the initial discovery (see section 3.19 for additional information). The Contractor is required to provide formal notification and credit monitoring for all affected SBA customers for a period of one year, at no cost to the government, in the event of an IT security breach associated with the Contractor's IT system(s), irrespective of the root cause(s) of the IT security breach.

3.0 Deliverables

This requirement has the following deliverables

Deliverable	**Deliverables Due**
Data Analysis and Loan Recommendation	Within 10 minutes of receiving the data from the application
Weekly Report detailing the number of loan recommendations made	Once a week
Data Breach Notification	Within 1 hour of initial discovery
Data Breach Reports (see 3.19) Post Award Data Incident Reporting	Within 24 hours of initial discovery
Change Impact Analysis	Within 120 days of task order award
Project Management Plan	Within 30 days of task order award
Quality Assurance Surveillance Plan	Within 30 days of task order award
Integrated Master Schedule and Work Breakdown Structure	Within 30 days of task order award
Risk Register	Once a week

4.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES:

ODA will provide industry standard loan application information to the contractor.

5.0 SECURITY

ODA has determined that the information and data that the Offeror will be provided during the performance of the contract is of a sensitive and confidential nature. Offeror shall provide as part of its offer a plan to safeguard any information deemed by ODA as personally identifiable (e.g.

Social Security Number).

The IT system(s) proposed by the Contractor is considered a Nonfederal IT system that processes controlled unclassified information. The Contractor shall provide as part of their technical proposal an IT Security Plan detailing how the Contractor's IT system(s) meet, exceed, and maintain all security requirements in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, Revision 1 (or successor document), "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations." The aforementioned plan shall be submitted at the time of proposal and annually for review by the government. ODA requires that this plan will go beyond just a description of how the NIST requirements are met, and shall detail all IT security features that will be implemented at the start of performance on this award and which will be maintained throughout performance. The offeror shall describe in detail how these security measures prevent IT breaches or weaknesses in the IT system in which the solution resides. The plan shall also describe how the offeror will notify SBA of any breach or weakness in its IT system and shall describe what services or compensation will be offered to any individuals or entities affected by a breach or weakness in the offeror's IT system. ODA must have high confidence in the plan provided by the offeror that receives this award, and this IT security plan will be a separate, and important, evaluation factor.

ODA and the offeror will work together to ensure a secure data transfer is in place at the commencement of the recommendation requests.

6.0 PLACE OF PERFORMANCE

The work shall be performed at the contractor's offices or in the contractor's systems. Loan recommendation information will then be provided to ODA electronically through the DCMS system.

7.0 PERIOD OF PERFORMANCE

IDIQ Contract: The result of this acquisition for the IDIQ contract will be for a period of performance (POP) for a base period of 1 year with 4 option periods of 12 months each as shown below: The POP can change based on the date of award.

Base Year	November 1, 2018 – October 31, 2019 (1 Year)
Option Year 1	November 1, 2019 – October 31, 2020 (1 Year)
Option Year 2	November 1, 2020 – October 31, 2021 (1 Year)
Option Year 3	November 1, 2021 – October 31, 2022 (1 Year)
Option Year 4	November 1, 2022 – October 31, 2023 (1 Year)
FAR 52.217-8	November 1, 2018 – April 31, 2024 (6 Months)

First Task Order: The result of this acquisition for the first task order will be for a period of performance (POP) of one (1) year from date of award. The documenting and implementing business rules, system integration, and system testing should take no more than 6 months to complete and then the remainder of the first task order is for data analysis and loan recommendations for the disaster loan applications received.

End of Statement of Work

SECTION 3 - GENERAL TASK ORDER TERMS AND CONDITIONS

3.1 PLACE(S) OF PERFORMANCE

U.S. Small Business Administration – ODA
409 3rd Street, SW,
Washington, DC 20416

3.2 INVOICE INSTRUCTIONS:

As of October 1st, 2018, the Small Business Administration is using the Invoice Processing Platform (IPP) to facilitate the electronic exchange of invoices and payment information to its suppliers of goods and services. IPP is a service provided by the US Treasury's Bureau of the Fiscal Service designed to help your organization streamline the order-to-pay process.

As a vendor to the Small Business Administration, IPP is available for you to use at no cost to your company.

The contract resulting from this solicitation will require invoices submitted via IPP.

****Invoices for this contract will only be accepted via IPP. Vendors must enroll at https://www.ipp.gov/. ****

Contractors are solely responsible for ensuring invoices are received by the SBA. In addition, it is recommended Contractors notify the Contracting Specialist and Technical POC or COR when invoicing.

Do not submit invoice(s) prior to start date of period of performance.

Failure to cite the following information may result in non-payment/rejection of invoice.

When submitting invoice(s) the following information (if applicable) is required on every invoice:

A. Vendor Name and address
B. Invoice Date
C. Invoice Number
D. Contract/Purchase Order Number:
E. Task Order Number:
F. Requisition Number:
G. Description, quantity, unit of measure, unit price, and extended price of items delivered (For time and Material/Labor Hour you shall provide the names of the individuals, the hours worked, the hourly rate, and a description of the services performed during those hours.)
H. Shipping number and date of shipment, including bill of lading number and weight of shipment IF shipped on Government bill of lading
I. Terms of any discount for prompt payment offered
J. Name, title, and phone number of person to notify in event of rejected invoice
K. Any other information requested by the Contracting Officer on the Award document

For registration questions contact the IPP Customer Support at 866-973-3131 or the SBA Agency Point of Contact, [redacted], at [redacted]

3.3 PRODUCTIVE DIRECT LABOR HOURS

The Contractor can only charge the Government for productive direct labor hours which are defined as those hours expended by Contractor personnel in performing work under this contract. This does not include sick leave, vacation, Government or contractor holidays, jury duty, military leave, or any other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc.) or Presidential funerals or any other unexpected Government closures.

3.4 GOVERNMENT HOLIDAYS

The following holidays and situations are normally observed by Government personnel and result in closure of Government buildings, facilities and offices: New Year's Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation such as Presidential funerals, any other unexpected Government closures, or any kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc.) During these times contractor personnel are not allowed to charge direct labor hours unless specifically authorized.

3.5 TRAVEL

Travel is not required for this requirement. Any travel is at the cost of the contractor. All correspondence will utilize technology to communicate. If an onsite is required by contractor, those costs are assumed by contractor.

3.6 PAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort. The contractor shall not react to requests for changes nor shall it be paid for any work performed or expenses incurred that are not the subject of either a contracting officer's notice to proceed or a formal written modification to the order. The COR may provide technical direction only. Changes to the requirement and obligation can only be authorized and made by the Contracting Officer.

3.7 AUTHORITY TO OBLIGATE THE GOVERNMENT

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

All contractual questions and concerns will be directed to the Government Contracting Officer. The Government Contracting Officer is the only individual with the authority to financially obligate the government and to make changes to original terms and conditions of this requirement. The contractor is responsible for notifying the contracting officer of any potential issues or concerns – technical, scope or financial, concerning this requirement.

The Contracting Officer (CO) is the exclusive agent of the Government with authority to enter into and administer contracts. The CO must therefore ensure that all requirements of law and regulation are followed. As the CO's representative (COR), the COR is authorized to act in the stead of the CO to monitor the technical effort being performed under this requirement to the extent authorized by the CO in the CO's letter of appointment of the COR. A copy of appointment letters will be provided to the Contractor at the time of award.

Contracting Officer's Representative: Upon contract award, the Contracting Officer will appoint a Contracting Officer's Representative (COR) in writing, and will either incorporate the COR appointment letter in the attachments to this order or supply a copy of the appointment letter to the contractor by email. As the CO's representative, the COR is authorized to monitor the technical effort being performed under this requirement to the extent authorized by the CO in the CO's letter of appointment of the COR.

3.8 AUTHORITIES AND DELEGATIONS

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work. The Contracting Officer for the IDIQ contract will be: Kip Sheppard and the Tracy Lambert will be the Contracting Officer for the first task order.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:
Small Business Administration
Point of Contract: To be determined at the Task Order level.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:
(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed;
(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

3.9 ADMINISTRATIVE CONSIDERATIONS

3.9.1 Correspondence

To promote timely and effective administration, correspondence shall be subject to the following procedures:

a) Technical correspondence (where technical issues relating to compliance with the requirements herein) shall be addressed to the Contracting Officer's Representative (COR) with an information copy to the Contracting Officer (CO) and the Contract Specialist (CS).

b) All other correspondence, including invoices, (that which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this SOW) shall be addressed to the Contracting Officer with an information copy to the COR.

3.9.2 Points of Contact

3.9.2.1 Contracting Officer's Representative (COR)

Small Business Administration, Office of Disaster Assistance
ATTN: To be determined after award
Washington, DC

3.9.2.2 Contracting Specialist (CS)

The Contracting Specialist (CS) for this effort is as follows:
Small Business Administration, Acquisition Division
ATTN: [redacted]
13221 Woodland Park Road, 5th floor
Herndon, Virginia 20171
[redacted]
[redacted]

3.9.2.2 Contracting Officer

The Contracting Officer (CO) for this effort is as follows:
Small Business Administration
Denver Finance Center, Acquisition Division
ATTN: [redacted]
721 19th Street, Suite 365
Denver, CO 80202
[redacted]
[redacted]

3.10 DISPOSITION OF MATERIAL

Upon termination or completion of all work under this contract, the Contractor shall prepare for shipment, deliver f.o.b. destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by the Contracting Officer, or as specified in other provisions of this contract. All materials produced or required to be delivered under this contract become and remain the property of the Government.

3.11 CONTRACTOR INTERFACES

The Contractor and/or his subcontractors may be required as part of the performance of this contract to work with other Contractors supporting the Government. Such other Contractors shall not direct this Contractor and/or their subcontractors in any manner. Also, the Contractor and/or their subcontractors shall not direct the work of other Contractors in any manner.

The Government shall establish an initial contact between the Contractor and other Contractors and shall participate in an initial meeting at which the conventions for the scheduling and conduct of future meetings/contacts will be established. Any CORs of other efforts shall be included in any establishment of conventions.

3.12 KEY PERSONNEL

(a) The Contractor agrees to assign to the IDIQ contract and Task Orders against it those key persons whose resumes were submitted as required to fill the requirements of the IDIQ contract and Task Orders. No substitution or addition of personnel will be made except in accordance with this clause.

(b) The Contractor agrees that during the performance of the IDIQ contract and Task Orders, no personnel substitutions will be permitted, unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer/COR and provide the information required by paragraph (d) below.

(c) If key personnel, for whatever reason, become unavailable for work under this IDIQ contract and Task Orders for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in its Proposal, the Contractor must propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) The Contractor shall not substitute key personnel without written prior consent from the Contracting Officer. Requests for key personnel substitutions, regardless of the circumstances, shall be submitted via written notice and within 30 calendar days of when the Contractor would like the substitution to be effective, to the Contracting Officer. The notice shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer to support the approval or disapproval of the proposed substitution. The Contracting Officer will evaluate requests for substitution of key personnel and promptly notify the Contractor of approval or disapproval.

(e) In the event the Contractor designates additional key personnel as deemed appropriate for the requirement, the Contractor must submit to the Contracting Officer for approval the information required in paragraph (d) above.

(f) The Contracting Officer will evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable to perform under the IDIQ contract and Task Orders is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the IDIQ contract and Task Orders, the IDIQ contract and Task Orders may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, she may equitably adjust (downward) the IDIQ contract and Task Orders price to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

3.13 COMMITMENT TO PROTECT NON-PUBLIC DEPARTMENTAL INFORMATION SYSTEMS AND DATA

3.13.1 CONTRACTOR AGREEMENT

The Contractor and its subcontractors performing under this requirement shall not release, publish, or disclose non-public information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of such information:
-18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
-18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)
-Public Law 96-511 (Paperwork Reduction Act)
In addition, each contractor, subcontractor, and employees of any contractor or subcontractor must sign a Confidentiality and Non-Disclosure Agreement (see Attachment 3) prior to the start of any performance of work under this contract.

3.13.2 DATE, USE, DISCLOSURE OF INFORMATION AND HANDLING OF SENSITIVE INFORMATION

The contractor will maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of personnel information. The contractor will provide personnel information only to employees, contractors, and subcontractors having a need to know such information in the performance of their duties for this project.

Information made available to the contractor by the Government for the performance or administration of this effort will be used only for those purposes and will not be used in any other way without the written agreement of the CO.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records that are not public information. Each offeror or employee of the contractor to whom information may be made available or disclosed will be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor that is of such a nature that its

dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor personnel will not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorize Government personnel or upon written approval of the CO. The contractor will not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein will preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner that provides for greater rights to the contractor.

3.13.3 DISCLOSURE OF INFORMATION

Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

3.13.4 RELEASE OF INFORMATION

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this effort or any phase of any program hereunder shall be made without the prior written approval of the Contracting Officer.

The Contractor is prohibited from releasing to any source, other than the sponsoring activity, any interim, draft and final reports or information pertaining to services performed under this contract until report approval or official review has been obtained. Furthermore, the contractor shall insure that the cover of all interim, draft and final
reports contain the following statement: "The view, opinions, and/or findings contained in this report are those of the author(s) and should not be construed as an official Government position, policy or decision, unless so designated by other documentation."

There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this effort without prior written approval from the Contracting Officer.

Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

3.13.5 DATA, DATA RIGHTS AND COMPUTER SOFTWARE

Notwithstanding any other clause concerning data, data rights and computer software and hardware under this contract, all data and source code produced, recorded, transferred, delivered or manipulated under this contract will remain the exclusive property of the Government, irrespective of the manner or method of recording or storage and no matter what form of computer mechanism is used in the processing of said information or data. The Government will retain exclusive rights and domain over any by-product produced under this contract, or any other use of the data produced under this contract by either plan or accident.

3.13.6 LIMITED USE OF DATA

Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor, subcontractor, and/or personnel of any entity performing work on this contract, shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval of the Contracting Officer. The contractor, subcontractor, and their employees, shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.

3.13.7 CONFLICT OF INTEREST

SBA intends to avoid any appearance of a conflict of interest, whether personal or organizational, in its selection of an awardee and the awardee's performance of this contract. SBA will comply with all requirements in FAR subparts 3.11 and 9.5 in conducting this procurement and the performance of this contract. This contract incorporates FAR clause 52.203-16 and the contractor, subcontractors, and any employees of the contractor and subcontractors working under this contract will be required to sign the conflict of interest form (attachment 4) prior to the start of any performance under this contract. Failure to sign this form or the SBA NDA (attachment 3) is cause for a stop work order to be issued and for other appropriate actions by the Contracting Officer to prevent an unauthorized disclosure of information or conflict of interest. If signed conflict of interest and NDA forms are not provided with the offer, it may be cause for the offer to be considered non-responsive and if considered responsive, it may be cause for the panel to either lower its rating of the offer or to be considered as a sign of non-responsibility by the contracting officer.

All actual or potential organization conflicts of interest situations shall be handled in accordance with FAR Subpart 9.5 and all actual or potential personal conflicts of interest will be handled in accordance with FAR subpart 3.11, and may require the offeror to submit a mitigation plan or take some other action as determined by the Contracting Officer.

3.13.8 FEDERAL EMPLOYEE OWNERSHIP

Pursuant to FAR subpart 3.6, a Contracting Officer shall not award a contract to a Government employee or to a business concern or other organization owned or substantially owned or controlled by one or more Government employees. This policy is intended to avoid any conflict of interest that might arise between the employees' interests and their Government duties and to avoid the appearance of favoritism or preferential treatment by the Government toward its employees. Any offer received in

response to this solicitation must contain a signed statement that a Federal employee, including a Member of Congress, does not own or substantially own or control the offeror or any proposed subcontractors. Offerors must identify in their offer if the offeror or any proposed subcontractors are owned in whole or in part by Government employees and the percentage of that ownership.

3.14 GOVERNMENT FURNISHED INFORMATION – CONFIDENTIALITY OF DATA

The work under this contract requires access to proprietary, business confidential, or financial data of other companies and/or Government internal scientific, planning or procurement sensitive/source selection data, which, if released to third parties may give unfair business, technical, or competitive advantages. As long as such data remains proprietary or business confidential, the contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies or for any purpose other than performance of this contract.

This data may be in various forms, such as documents, raw photographic films, magnetic or digital media, photographic prints, computer system data, or it may be interpretative.

Contractor, contractor employees, subcontractors, and subcontractor employees performing services requiring access to government information shall be required to sign a standard government Confidentiality and Non-Disclosure Agreement (Attachment 3) prior to being given access. Contractor and subcontractors will also be required to sign a Conflict of Interest certificate (Attachment 4), a copy of which is provided as an attachment to this solicitation.

3.15 REFERENCE DOCUMENTS

All documents and publications of the Office of Disaster Assistance such as standards, regulations, directives, operating instructions, or executive orders relating to the software development cycle will be adhered to by the contractor and will include, as a minimum, the following documents:

a. NIST Special Publication (SP) 800-171, Revision 1 (or successor document), “Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations.”

3.16 EVALUATION OF OPTIONS

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic award. This solicitation notified offerors that the award will include the Government's unilateral option to extend performance for an additional period up to six months under FAR 52.217-8, during which the pricing and terms of the period in which the option was exercised would apply. The Government cannot predict if or when the option may be exercised. Because any exercise of the Government's option extends the pricing and terms of the period in which the option was exercised, the Government expressly and affirmatively evaluates pricing for the option to extend under 52.217-8 co-extensive with the Government's price evaluation for each of the base and option periods of this award. Because pricing for each period subject to possible extension under the 52.217-8 has been evaluated, pricing for any possible future use of that option to extend has, likewise, been evaluated and would apply in strict accordance with this evaluation in the event of the Government’s exercise of the option to extend services.

3.17 SECTION 508 COMPLIANCE REQUIREMENTS

Any/all electronic and information technology (EIT) procured through this effort must meet the applicable accessibility standards at 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at http://www.section508.gov.

Section 508 of the Rehabilitation Act of 1973 (found at 29 USC 794d) requires access use of information by individuals with disabilities. A deliverable such as electronic reports (ex., PDF files) to be placed on the web (either on the agency's web server or the company's), video footage, or other electronic data such as CD-ROMs to be distributed, are subject to Section 508 guidelines. Simplified, this means that PDF files need to be formatted so that they are "readable" by assistive technology devices such as screen readers. Video footage must be closed captioned. CD-ROMs that contain HTML, PDF or word processor files must assessable.

All Electronic and Information Technology (EIT), as defined at FAR 2.101, supplied under this contract, must conform to the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology Accessibility Standards (36 CFR Part 1194). The applicable standards are available at http://www.access-board.gov/sec508/508standards.htm. The following standards have been determined to be applicable to this contract:

__X__1194.21 Software applications and operating systems
__X__1194.22 Web-based intranet and internet information and applications
_____1194.23 Telecommunications products
_____1194.24 Video and multimedia products
_____1194.25 Self-contained, closed products
_____1194.26 Desktop and portable computers

The Contractor should review the following websites for additional 508 information:
http://www.section508.gov/index.cfm?FuseAction=Content&ID=12
http://www.access-board.gov/508.htm
http://www.w3.org/WAI/Resources

3.18 SBA FINAL RULE IMPLEMENTING THE NATIONAL DEFENSE AUTHORIZATION ACT OF 2013 (May 2016)

On May 31, 2016, SBA published its final rule implementing the National Defense Authorization Act of 2013. 81 Fed. Reg. 34243. The changes to 13 C.F.R. § 125.6 set forth in the final rule apply to this solicitation. Those changes take precedence over any conflicting provisions of 52.219-14 or 52.219-30.

3.19 POST AWARD DATA INCIDENT REPORTING PROCEDURES:

The Contractor must report ALL incidents involving PII breaches according to notification requirements for data classification to the Contracting Officer and the Contracting Officers Representative within one (1) hour of the initial discovery. This includes all incidents involving PII in electronic or physical form and should not distinguish between suspected and confirmed breaches. If, during performance of any Task Order awarded, the Contractor suffers a suspected and/or actual loss or compromise of PII, the Contractor is required to provide a written report to the Contracting Officer and the Contracting Officers Representative within 24 hours.

The following information must be contained in the report:

a) Narrative, detailed description of the events surrounding the suspected loss/compromise

b) Date, time, and location of the incident
c) Type of information or records lost or compromised
d) Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment
e) Contractor's assessment of the likelihood that the information compromised can be recovered
f) Names of person(s) involved, including victim, impacted individuals, Contractor employee/subcontractor and any witnesses
g) Cause of the incident and whether the company's security plan was followed or not, and which specific provisions were not followed
h) Actions that have been or will be taken to minimize damage and/or mitigate further compromise
i) Require Contractors and subcontractors to properly encrypt PII using FIPS 140-2 Security Requirements for Cryptographic Modules *[1]* and refrain from practices that violate agency PII protection policies

[1] Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules (NIST, December 2002)

DATA BREACH: is defined as an incident in which personally identifiable information or protected health information has potentially been viewed, stolen, or used by an individual not authorized to do so. As defined in OMB Memorandum M-17-12, "Preparing for and Responding to a Breach of Personally Identifiable Information", a breach includes the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally

IMPACTED INDIVIDUAL: is defined as an individual who is impacted by a data breach who may or may not redeem provided identity protection services.

PERSONALLY IDENTIFIABLE INFORMATION (PII): is defined as information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.

FAR CLAUSES

52.252-2 -- Clauses Incorporated by Reference. (Feb 1998)

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

FAR Clauses: http://farsite.hill.af.mil/vffar1.htm

(End of Clause)

FAR PROVISIONS INCORPORATED BY REFERENCE

52.203-11 Certification and Disclosure Regarding Payments To Influence Certain Federal Transactions (Sept 2007)
52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (Jan 2017)
52.204-7 System for Award Management (Oct 2016)
52.204-16 Commercial and Government Entity Code Reporting (Jul 2016)
52.209-7 Information Regarding Responsibility Matters (Jul 2013)
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)
52.212-1 Instructions to Offerors -- Commercial Items (Aug 2018)
52.212-3 Offeror Representations and Certifications -- Commercial Items (Aug 2018)

FAR CLAUSES INCORPORATED BY REFERENCE

52.203-3 Gratuities (Apr 1984)
52.203-12 Limitation on Payments To Influence Certain Federal Transactions (Oct 2010)
52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)
52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper, (May 2011)
52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-13 System for Award Management Maintenance.
52.212-4 Contract Terms and Conditions -- Commercial Items. (Jan 2017)
52.224-1 Privacy Act Notification (Apr 1984)
52.224-2 Privacy Act (Apr 1984)
52.227-16 Additional Data Requirements (June 1987)
52.227-17 Rights in Data -- Special Works. (Dec 2007)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.239-1 Privacy or Security Safeguards (Aug 1996)
52.246-25 Limitation of Liability – Services. (Feb 1997)

FAR PROVISIONS INCORPORATED BY FULL TEXT

52.209-5 -- Certification Regarding Responsibility Matters.
As prescribed in 9.104-7(a), insert the following provision:

Certification Regarding Responsibility Matters (Oct 2015)

(a)
(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

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

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

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

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

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

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

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

(2) Examples.

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

52.217-5 Evaluation of Options. (JUL 1990)

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

EVALUATION OF OPTIONS (JULY 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all

options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

FAR CLAUSES INCORPORATED BY FULL TEXT

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2018)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

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

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

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[*Contracting Officer check as appropriate*.]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

__ (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 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

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

__ (5) [Reserved].

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

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

_X_ (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).

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

__ (10) [Reserved].

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

__ (ii) Alternate I (Nov 2011) of 52.219-3.

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

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

__ (13) [Reserved]

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

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

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

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

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

__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Nov 2016) of 52.219-9.

__ (v) Alternate IV (Aug 2018) of 52.219-9.

_X_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

_X_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

_X_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

_X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

_X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

_X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

_X_ (28)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

__ (ii) Alternate I (FEB 1999) of 52.222-26.

_X_ (29)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

__ (ii) Alternate I (JULY 2014) of 52.222-35.

_X_ (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

__ (ii) Alternate I (JULY 2014) of 52.222-36.

_X_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

_X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (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.)

__ (35)(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.)

__ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

__ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

__ (38)(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.

__ (39)(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.

__ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (41)(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_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
__ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
__ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
__ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
__ (ii) Alternate I (JAN 2017) of 52.224-3.
__ (46) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
__ (47)(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.
__ (48) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).
__ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__ (50) 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).
__ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
__ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
__ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
__ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
_X_ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
_X_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
__ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
__ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
__ (ii) Alternate I (APR 2003) of 52.247-64.
__ (iii) Alternate II (FEB 2006) of 52.247-64.

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

[*Contracting Officer check as appropriate.*]

__ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
__ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
__ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).
__ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
__ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
__ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
__ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
__ (11) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the 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—

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

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

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

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

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

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

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

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

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

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

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

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

(xiii)

52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.216-18 Ordering.

As prescribed in 16.506(a), insert the following clause:

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: (This is the estimated POP and can change based on the date of award.)

Base Year	November 1, 2018 – October 31, 2019 (1 Year)
Option Year 1	November 1, 2019 – October 31, 2020 (1 Year)
Option Year 2	November 1, 2020 – October 31, 2021 (1 Year)
Option Year 3	November 1, 2021 – October 31, 2022 (1 Year)
Option Year 4	November 1, 2022 – October 31, 2023 (1 Year)
FAR 52.217-8	November 1, 2018 – April 31, 2024 (6 Months)

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

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

(End of clause)

52.216-19 Order Limitations.

As prescribed in 16.506(b), insert a clause substantially the same as follows:

ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $10,000.00, 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 $50,000,000.00;

(2) Any order for a combination of items in excess of $50,000,000.00; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (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 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY.

As prescribed in 16.506(e), insert the following clause:

INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern

the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after six years and six months from date of award (Date: TBD)

(End of clause)

52.217-8 -- OPTION TO EXTEND SERVICES

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

OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days.

(End of Clause)

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day*;* 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 5 years 6 months.

(End of Clause)

52.232-19 -- AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR.

As prescribed in 32.706-1(b), insert the following clause:

AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

SECTION 4 - PROPOSAL PREPARATION INSTRUCTIONS

Federal Acquisition Regulation 52.212-1 "Instructions to Offerors – Commercial Items" (Aug 2018) is hereby incorporated by this reference.

ADDENDUM to Federal Acquisition Regulation 52.212-1 "Instructions to Offerors – Commercial Items" (Aug 2018)

4.1 INSTRUCTIONS & SUBMISSION REQUIREMENTS

Offeror are required to submit the following documents for the IDIQ contract and for the first task order. At a minimum the offeror will submit a total of 6 documents (The below numbers 1-3 for the IDIQ contract and 1-3 for the First Task Order). Number 4 below is required but they must be submitted directly from the person filling them out.

The following information must be submitted in order to be considered for award:

1. **Written Technical Proposal** (Contractor's Format)**,** sent in by the contractor
2. **Assumption, Conditions, or Exceptions** (Contractor's Format), sent in by the contractor
3. **Price Proposal** (Contractor's Format), sent in by the contractor
4. **Past Performance Questionnaire** (Attachment 1) must be sent to the government directly from the person filling them out.

4.2 PROPOSAL PREPARATION INSTRUCTIONS

In order to participate under this acquisition offeror must submit both a written technical proposal and a price proposal for both the IDIQ contract and the first task order for the purpose of assuring that the prospective Contractor is fully cognizant of the scope of this contract and has the capability to complete all Statement of Work (SOW) requirements. The technical and price proposals must be submitted via electronic copy directly to the Contracting Specialist at [redacted]. The Technical Proposals, Price Proposals and Assumption, Conditions, or Exceptions Proposals must be in separate documents.

Page Limits: There is a 30 page limit on your technical proposal for the IDIQ contract and a 30 page limit on the technical proposal for the Task Order. There is no page limit for the price proposal or the Assumption, Conditions, or Exceptions volume. Please note that information in the price proposal should only pertain to the price portion. Technical criteria that are in the price proposal will not be evaluation as part of the technical portion.

The technical proposal and price proposal should be formatted on 8.5" by 11" paper. Title Page or Cover Page, Table of Contents, Resumes and Past Performance Information, do not count towards the 30 page limit. Resumes should only be submitted for key personnel.

Proposals MUST include the following information on the cover page of each volume:

A. Tax identification number (TIN)
B. Dun & Bradstreet Number (DUNS)
C. Name & Complete Business Mailing Address
D. Contact Name
F. Contact email address
G. RFP Number: 73351018R0010
H. Project Title
I. Proposal Number (contractor's format: this

E. Contact Phone is a unique identified by your office, it could be the date)

1. **Written Technical Proposal** (Contractor's Format), your technical proposal must address all required information, Specifications/Descriptions of all areas of the SOW and RFP to include the Resumes and the Past Performance/Prior Experience Information that is required below in number 4 of this section and it must address the information that the evaluations will be done against in section 5 this RFP.

2. **Price Proposal** (Contractor's Format), your price proposal for the IDIQ contract and the price quote for the first task order must show all possible cost to include firm fixed price per data analysis and loan recommendation and/or fixed price tier structure, labor categories with fixed price labor rates and any other cost associated with this requirement from documenting and implementing business rules, system integration, system testing, future changes and loan recommendations that will be needed over the life of the IDIQ contract, the first task order and all future task orders. (Attachment 2 Pricing Sample is to give you an example of what your proposal should include at a minimum for the IDIQ contract and the First Task Order).

   Labor Rates: The pricing shall reflect fully burdened hourly labor rates. Fully burdened hourly labor rates are inclusive of profit, fringe benefits, salary, and indirect rates. The contractor must identify all the labor category(s) to be utilized for this effort, a description of the skills and experience per category, and the fixed hourly rate(s) proposed.

   Task Order 1 Price Proposal: Your price proposal for the first task order will consist of two section; with the first part being firm fixed price for the documenting and implementing business rules, system integration, system testing and any other direct costs and the second part is the prices for the data analysis and loan recommendation services. Proposals must include all the labor categories, labor rates, number of hours (level of effort) for each labor category, any Other Direct Costs to include; shipping and/or handling charges that apply if applicable that show what is anticipated in the firm fixed price portion and the price per loan recommendation and/or fixed price tier structure, the extended total and the total contract amount. The contract amount will be based on using the number of data analysis and loan recommendations up to 15,000. Provide pricing information to include any and all discounts taken into consideration. Note that SBA will be adding optional CLINs to the first task order to cover additional quantities of loan recommendation based on the pricing in the IDIQ pricing structure.

3. **Assumption, Conditions, or Exceptions** (Contractor's Format), your offer must include any and all Assumption, Conditions, or Exceptions that you may have. If you do not have any Assumption, Conditions, or Exceptions then it must be stated in this document that you do not have any. Contractors must submit, under separate cover, all (if any) assumptions, conditions, or exceptions with any of the terms and conditions of this solicitation including the SOW. If not noted in this section of your Proposal, it will be assumed that the contractor proposes no assumptions for award, and agrees to comply with all of the terms and conditions as set forth herein.

4. **Past Performance/Prior Experience Information Required:**
   Past Performance/Prior Experience Information Required has 2 parts to it; 1is past performance questionnaires and 2 is information that is required as part of your the technical proposal.

4.1 Each Offeror is required to have three (3) Past Performance Questionnaires (Attachment 1) submitted directly from the person filling them out. The past performance questionnaires should be based on contracts performed for services relevant and comparable to the government's requirement in the similarity in topic, dollar value, workload and duration to demonstrating your ability to perform the proposed effort.

4.2 Each offeror must also submit (as part of the technical proposal) Past Performance/Prior Experience Information on at least three (3) contracts performed for services comparable to the government's requirement in the similarity in topic, dollar value, workload and duration to demonstrating your ability to perform the proposed effort. For each reference, include the following information in the proposal:

- Project title,
- Description of the project,
- Contract number,
- Contract amount,
- Government Agency/Organization,
- COR's name, address, and phone number,
- Contracting Officer's name, address, and phone number,
- Contract and, if applicable, task order number,
- Current status, e.g., completed and/or if in progress, start and estimated completion dates,
- Dollar value and type of contract,
- Name of company being referenced, and,
- A brief narrative of why you deem the reference to be relevant to this effort
- A discussion of any problems encountered on the identified contract and the corrective action taken by the Offeror.

The past performance should be based on the Prime contractor's experience. This can include the prime working as a subcontractor. If you are submitting information as the subcontractor please make sure that the roles are clearly stated.

4.3 SAM Requirement:

Offerors must be registered in and have a completed copy of their representations and certifications in SAM (https://www.sam.gov) and shall indicate as such in their offer.

Your proposal may be considered non-responsive and may be rejected without further consideration for failure to submit any of the information requested in this RFP.

4.4 RFP QUESTIONS:

Offeror must submit all technical questions regarding this requirement, or the preparation of your proposal, in writing via e-mail to the Contracting Specialist, [redacted]. All questions must be submitted via e-mail and must contain RFP number 73351018R0010 and Title "Data Analysis and Loan Recommendation Services" and they must be received no later than 1:00 PM Eastern Time (ET) on September 18, 2018. Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to all prospective contractors. "ONLY EMAILED

QUESTIONS WILL BE ANSWERED.

Questions received after the specified deadline date/time WILL NOT be accepted. It is the responsibility of the offeror to get their submission in on time and ensure successful delivery to the Government facility.

4.5 PROPOSAL DUE DATE:

Proposals must be submitted via electronic copy directly to the Contracting Specialist at [redacted] no later than **1:00 PM ET October 4, 2018.** Each volume shall be clearly marked by Volume Number and Title. The Government reserves the right to not accept proposals received after the closing date and time. It is the responsibility of the offeror to get their submission in on time and ensure successful delivery to the Government. If you do NOT receive a confirmation email, it is the offeror's responsibility to follow-up with the contracting Specialist to ensure successful delivery. "ONLY EMAIL SUBMISSIONS WILL BE ACCEPTED. A facsimile proposal or proposal received through the mail will not be accepted.

4.6 DISCUSSIONS/AWARD WITHOUT DISCUSSIONS

The Government reserves the right to award without discussions, so it is in your best interest to include your most favorable terms in your initial submission. However, the Government reserves the right to conduct discussions and to permit offerors to revise their submissions.

As stated above the Government reserves the right to make an award without discussions, except for clarifications as described herein. Any exceptions or deviations by the offeror to the terms and conditions stated in this solicitation for inclusion in the resulting contract may make the offer unacceptable for award without discussions. If an offeror proposes exceptions to the terms and conditions of these requirements, the Government may make an award, without discussions, to another Offeror that did not take exception to the terms and conditions, if such offeror is determined to be the best overall value for this effort.

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SECTION 5 - EVALUATION OF QUOTATIONS AND BASIS FOR AWARD (FAR 52.212-2)

5.1 GENERAL INSTRUCTIONS

Proposals shall be prepared in accordance with and comply with the instructions in Section 4. The technical submission will be evaluated separately from the price. Each submission will be evaluated against the evaluation factors listed below.

5.2 BASIS FOR AWARD

52.212-2 -- Evaluation -- Commercial Items. (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(i) technical approach of the item offered to meet the Government requirement;

(ii) IT Security Plan;

(iii) past performance; and

(iv) price

Technical approach, IT security plan, and past performance, when combined are significantly more important than price. Price is the least important factor.

Offerors will be determined responsible in accordance with the standards in FAR Part 9.1.

The Government reserves the right not to make an award, if in the opinion of the Government the submission is not at a cost that is considered fair and reasonable and/or economically feasible.

***Partial proposals will not be accepted and all proposals submitted shall include all requirements contained in this RFP to be considered for award. ***

5.3 EVALUATION FACTORS FOR AWARD

Proposals will be reviewed and evaluated in accordance with FAR 12 and 15.304. Award will be made on the basis of best value that meets the technical requirement contained in this solicitation.

Technical approach is the most important factor. The IT Security Plan is the second most important factor, followed by Past Performance, which is the third most important factor and the least important of the non-price factors. Sub-factors under each factor are equal to each other and are combined for an overall factor rating except with respect to factor 1. For factor 1, sub-factors 1, 2, 3, and 7 are the most important sub-factors, and will be considered heavily in determining the appropriate overall rating for this factor. Sub-factors 4, 5, and 6, are less important in the overall determination of the factor 1 rating. Price is the least important factor.

The technical proposals will be evaluated separately from the price proposals. Proposals will be evaluated in accordance with the evaluation criteria identified below.

Technical Approach, IT Security Plan and Past Performance Evaluation Ratings

Rating	Abbreviation	Risk Level	Definition
Excellent	**E**	**Very Low Risk/High Confidence**	The proposal contains no deficiencies or weaknesses. Based on information provided, there is no doubt that the offeror demonstrates an exceptional understanding of the services required to meet or exceed most contract requirements. The highest quality of contract performance is anticipated.
Very Good	**VG**	**Low Risk/Somewhat high confidence**	The proposal contains no deficiencies and one or more minor weaknesses that do not require discussions. Based on the information provided, there is little doubt that the offeror demonstrates a high quality of understanding of the services required to meet or exceed some contract requirements.
Satisfactory	**S**	**Moderate Risk/Low Confidence**	The proposal contains no deficiencies and many weaknesses that may require discussions. Based on the information provided, the Offeror demonstrates an understanding of the services required to meet contract requirements.
Poor/ Unacceptable	**P**	**High Risk/ Unacceptable/Very low confidence**	Technical proposals has one or more deficiencies and/or gross omissions; failure to understand much of the scope of work necessary to perform the required tasks; failure to provide a reasonable, logical approach to fulfilling much of the government's requirements; failure to meet many personnel requirements in the solicitation.
Neutral	**N**	**Neutral**	If the contractor does not have any past performance then they will be given a neutral rating.

Proposals will be evaluated based on the following areas:

1. Technical Approach

Proposals will be evaluated to determine an understanding of the work, including thoroughness shown in planned execution of the project. Contractors must include the following information in their proposals:

1. Discussion of implementation methodology to include:
    a. Resource planning and staffing processes
    b. Project management processes, to include a Work Breakdown Structure and Schedule
    c. Change management approach
    d. Knowledge management transfer and procedures
    e. Scope change control processes
    f. Risk
    g. Quality assurance

2. Discussion of solution/service
    a. Overall solution architecture/design
    b. Description of data import/export capabilities
    c. Service availability, excluding scheduled maintenance
    d. Problem management, and projected time to resolve issues depending on their severity
    e. Plan to destroy data
    f. Support calls, and projected time to respond to SBA once a call has been received

3. Discussion of loan recommendation approaches
    a. Loan recommendation volume and techniques
    b. Average time to make recommendation based on current business practices
    c. Minimum and maximum amount of recommendations that can be completed in an hour/day/month/year

4. Anticipation of potential problem areas, risks, and feasibility of solutions to problems Contractors must state:
    a. How to handle a sudden increase and/or decrease in the services if a disaster occurs?
    b. How long will the company need to adjust if there is a sudden increase in volume
    c. The maximum amount of loan recommendations possible in a limited timeframe
    d. How to ensure the recommendation is in compliance with ODA policies and procedures
    e. How to ensure the recommendation's risk is evaluated accurately

5. Discussion on industry standards, technology used and any other issues/information the Government should be aware of.

6. The contractor and/or subcontractor must include all key personnel resumes and contract responsibilities. Offerors are require to: (1) identify all proposed subcontractors; (2) identify whether each subcontractor is similarly situated or not; (3) describe the tasks to be performed by each subcontractor; (4) the number of the subcontractor's personnel and the prime's personnel who will perform each task; and (5) the amount of the proposed price that will be spent on non-similarly situated subcontractors.

7. The evaluation of each offeror's technical approach will include consideration of whether the detailed description of how its system will prevent any bias for an applicant that has received a commercial or consumer loan from the offeror (or its affiliates, subcontractors, or subcontractor's affiliates), is sufficiently detailed to provide high confidence that SBA will receive unbiased loan recommendations. High confidence can also be achieved if the offeror affirmatively states in its proposal that neither it, subcontractors, nor any affiliates of the offeror or subcontractors, makes or has purchased a consumer or commercial loan to any individual or legal entity. SBA may lower an offeror's technical approach rating if the offer does not provide SBA with high confidence regarding the unbiased nature of the loan recommendations. If the offeror is a joint venture, the use of the term "offeror" in this paragraph refers to each partner of the joint venture individually as well as the joint venture itself.

2. IT Security Plan

The offeror's IT Security Plan is of critical importance to the success of this project. As a result, the IT Security Plan shall be evaluated for detail and quality of security features offered. SBA will

consider:

1. How the offeror will comply with the NIST security requirements outlined in the SOW;

2. The offeror's description for how it will prevent and respond to IT security breaches;

3. The offeror's plan for notification of IT security threats;

4. What services the offeror will provide any individuals who are affected by a security breach. This factor will be evaluated according to level of confidence that the offeror will provide services in a highly secure IT environment.

3. Past Performance

Past Performance will be evaluated and will be used as part of the overall tradeoff analysis in the best value determination. References will be evaluated, along with any other information obtained by the contracting office or evaluation team, to evaluate the Offeror's past performance. The Government may also consider information obtained through other sources, including Past Performance Information Retrieval System (PPIRS). Past performance information will be utilized to determine the quality of the Offeror's past performance as it relates to the probability of success of the required effort. The offeror should provide:

1. The contractor and/or subcontractor's history of successful completion of projects and a history of staying within budget.

2. The contractor and/or subcontractor's past performance of data security, including any breaches of data over the past three years, along with the score of the breach.

3. The contractor and/or subcontractor's history of producing high-quality loan recommendation services; history of completing thorough analysis; history of timely responses, history of determine a proper decision has been made; history of quality assurance.

4. The quality of cooperation and performance between contractor and/or subcontractor's organization and its client.

5. The contractor and/or subcontractor's past performance of managing contracts of at least $5 million annually as well as the past performance on prior similar efforts specified within this SOW.

The evaluation of past performance will result in an adjectival rating as listed in the above table and will reflect whether the panel feels that the offeror will successfully perform, based on the past performance information submitted, and the level of risk to the Government presented by this offeror.

4. Price/Cost

The price proposals will be evaluated separately from the technical proposals. Evaluators may consider whether the cost/price adequately reflects an understanding of the project. Please include any and all discounts available in your response, including tiered pricing, price breaks for volume, or surge pricing. Price proposal for the IDIQ contract must include prices for the base year and all option years and the price proposal for the first task order must include all items that will make up

the price (as identified in Attachment 2 Pricing Sample).

1. The offeror is expected to propose a reasonable and complete price. An evaluation of your price proposal will be made to determine if it is reasonable for the work to be performed, reflects a clear understanding of the requirements, and is consistent with the technical proposed solution.

1. Your price proposal will be assessed to identify potential risk. Cost/price risk refers to any aspect of a proposal which could have significant negative cost/price consequences for the Government. Where risk is assessed it may be described in qualitative terms or used as a best-value discriminator.

The Technical Evaluation Committee reserves the right to revise a Technical consensus score based on information within the Price Volume when the Technical Evaluation Committee feels that content within the Price Volume will have an impact on technical evaluation factors or subfactors.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of RFP)